CRDA | Capital Region Development Authority

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November 10, 2026

Addendum No. 1

Connecticut Convention Center CUP – Operations & Maintenance

CRDA Project #27-011

This Addendum forms part of the Request for Proposals (RFP) for the project identified above. The attached Questions & Answers clarify and, where expressly stated, modify the RFP. All other RFP requirements remain in effect.

Proposers shall acknowledge receipt of Addendum No. 1 in their proposals. Failure to acknowledge receipt may result in disqualification of the proposal.

1. CUP Questions & Answers (November 10, 2026)	8 pages
2. O&M Service Agreement	41 pages
3. Extension of O&M Service Agreement	4 pages
4. Equipment List	1 page
5. Equipment Survey	36 pages
6. Barclay Water Treatment Services Agreement	22 pages
7. Trane Service Agreement	18 pages
8. Siemens Service Agreement	53 pages

CRDA will issue Addendum #2 with Standard Wage Rates by 10/16/26.

End of Addendum No. 1

CT Convention Center CUP - RFP Questions & Answers

QUESTIONS & ANSWERS

	Staffing and Labor Requirements	
1	Please confirm the minimum staffing levels and positions required to perform the Basic Services throughout the contract term.	As per RFP
2	Does the staffing schedule in the RFP represent the complete required on-site staffing complement, or are additional operators, technicians, or supervisory personnel required?	As per RFP and as per hourly rates requested
3	The CUP provides service 24 hours per day, seven days per week. Is continuous on-site operator coverage required, including overnight hours, or may the Contractor provide on-call coverage during periods not identified in the staffing schedule?	The CUP operates continuously. Provide on-site coverage during Schedule 1 hours and on-call coverage outside those hours, including overnight.
4	If continuous on-site coverage is required, please specify the minimum number of personnel required on each shift and the required shift schedule.	See above
5	Please clarify the intended coverage for the overlap shown on Wednesday in the operator schedule and whether that overlap is intentional.	Overlap was intended
6	Are the listed work hours fixed, or may the Contractor propose an alternative schedule that provides equivalent or better coverage?	Hours are fixed for the purposes of this RFP
7	Are there minimum qualifications, licenses, certifications, or years of experience required for the Supervisor and Operators beyond those identified in the RFP?	Must comply with RFP, Sate of CT licensing and OSHA min. requirements.
8	Must all assigned personnel be dedicated exclusively to the CUP, or may personnel support other facilities or duties when CUP requirements permit?	All assigned personnel must be dedicated exclusively to the CUP
9	Are vacation, sick leave, holidays, training, and other absences expected to be covered by additional relief personnel at the Contractor's expense?	Yes
10	Does the Connecticut Standard Wage Law apply to all proposed positions? If so, please identify the applicable classifications and current wage determinations.	Refer to RFP. CT Standard wage laws apply. Wage rates will be posted in Addednum #2
11	Please confirm whether mandatory wage-rate changes under the Connecticut Standard Wage Law may be passed through as a separate contract adjustment, rather than being limited to the annual escalation percentage proposed in the pricing schedule.	No. The Contractor shall pay applicable Connecticut Standard Wage rates as they take effect. Under Section 15.17, annual Standard Wage adjustments do not entitle the Contractor to a separate contract price adjustment. Proposers shall account for anticipated increases in their pricing and proposed annual escalation.
	Maintenance Responsibilities and Scope	
12	Please provide a current equipment inventory identifying the major CUP equipment, including manufacturer, model, capacity, age, and current operating condition, if available.	Se Attached Equipment List & Survey
13	Please clarify the distinction between routine preventive maintenance, minor repairs, and major repairs or overhauls for purposes of determining whether work is included in the Basic Services or treated as an Additional Service.	On site staff is expected to have the skill set to perform most preventative, minor and some major repairs with at least one S2 licensed lead. Otherwise major repairs and overhauls are to be determined in the field and supported with proposals to be provided as an additional service if necessary.
14	Is there a defined dollar threshold or other objective criterion that determines when a repair is considered a major repair or an Additional Service?	Over $2,500 is generally considered a major capex expense.

15	Please provide examples of work that CRDA considers included minor repairs and examples of work that would be treated as major repairs or Additional Services.	Routine lubrication, adjustments and minor component replacements within normal maintenance are examples of Basic Services labor. A separately authorized major equipment rebuild or outside-vendor overhaul is an example of Additional Services. Parts reimbursement follows 3.10.
16	Are corrective repairs resulting from normal wear and tear included in the fixed monthly fee, provided they do not constitute a major repair or overhaul?	Yes. Routine corrective repair labor is included in the fixed monthly fee. CUP parts and maintenance consumables purchased under 3.10 are reimbursed at cost. Major repairs and outside-vendor overhauls require separate CRDA authorization.
17	How will responsibility be allocated for equipment deficiencies, deferred maintenance, or failures that existed before the Contractor assumes responsibility?	All materials in contract covered by CRDA.
18	Will a joint condition assessment of the CUP and its equipment be conducted before the commencement of services, and will the results be used to establish the Contractor's baseline responsibility?	Bidders are responsible for reviewing available asset information and evaluating site conditions.
19	Will the Contractor be responsible for correcting deficiencies identified during the initial condition assessment, or will such work be separately authorized and compensated?	CRDA will separately authorize and compensate correction of deficiencies identified during startup. Submit the scope and proposed cost for approval before proceeding.
20	Please identify any known equipment that is currently out of service, operating under restrictions, or in need of significant repair or replacement.	to be identified after award
21	Are annual inspections, statutory inspections, pressure-vessel inspections, code-required testing, and third-party certifications included in the Basic Services, or are the associated costs reimbursable or Additional Services?	refer to RFP 2.5
22	Are specialized services such as vibration analysis, infrared inspections, combustion testing, water-side cleaning, tube inspections, and other condition-monitoring services required? If so, please identify which are included in the base scope.	Include manufacturer-recommended preventive maintenance and certifications in Basic Services. Verify existing vendor coverage before pricing specialized work.
23	Does the Contractor have authority to perform necessary corrective work without prior approval up to a specified dollar amount? If so, please identify the approval threshold and emergency authorization procedure.	see contract, CRDA authorization is required for Additional Services.
24	Please clarify whether maintenance planning and overhaul planning are included in the Basic Services while the execution of outside-vendor overhaul work is treated as an Additional Service.	Yes. Maintenance and overhaul planning and procurement coordination are Basic Services. CRDA-authorized outside-vendor overhaul execution is an Additional Service.
	Existing Equipment and Service Agreements	
25	Please provide copies of all existing equipment maintenance, inspection, monitoring, and service agreements that will remain in effect during the contract term.	see attached agreements with Trane, Siemens, Barclay,
26	Please clarify the scope of the existing Trane full-service chiller agreement, including the equipment covered, included labor and parts, exclusions, response times, and any costs that remain the responsibility of the CUP Contractor.	Trane AB8265955 is scheduled preventive maintenance for CH-1, CH-2, CH-3 and the refrigerant monitor. It includes scheduled inspections, startup/shutdown, sampling and specified tube cleaning.

27	Will the Trane full-service chiller agreement remain in effect through September 30, 2028, as referenced in the RFP, and does CRDA anticipate renewing or replacing that agreement after its expiration?	see #25 above, The Trane scheduled-maintenance agreement is a three-year initial term beginning October 1, 2025, through September 30, 2028
28	Does the existing Trane service agreement include emergency response and major repairs?	Emergency Response - Yes; major repairs - No
29	What responsibilities remain with the O&M contractor versus Trane under the current service agreement?	See attached Trane Service Agreement
30	Who will be responsible for coordinating service calls, managing the Trane relationship, and ensuring that work performed under the agreement is properly integrated with the Contractor's maintenance program?	The CUP Contractor shall coordinate service calls, scheduling and outages with Trane and integrate vendor work and reports into the CUP maintenance program.
31	Are there any other existing vendor agreements, warranties, or service contracts that the Contractor will be required to administer or coordinate?	Coordinate Trane, water treatment, Siemens controls and applicable warranties.
32	Will the Contractor be permitted to recommend changes to existing service agreements or solicit competitive pricing for services when doing so may reduce operating costs?	Yes
	Emergency Response and After-Hours Coverage	
33	Please define the expected emergency response obligations outside the normal staffing schedule, including whether the Contractor must provide telephone response, remote support, on-call attendance, or continuous on-site coverage.	Maintain an immediately reachable on-call contact and publish the emergency procedure and phone numbers. Support the CCC emergency plan at all times. Use the Siemens controls for remote monitoring and control and dispatch qualified personnel when site attendance is required. See Question 34 for the 60-minute requirement.
34	The RFP pricing schedule identifies a 24/7 emergency call-out response within 60 minutes. Does the 60-minute requirement mean arrival at the CUP within 60 minutes of notification?	Yes if necessary. Under the Alternate Base Services staffing option, the Contractor shall ensure that a fully trained and equipped service technician familiar with the CUP arrives on site at the CUP within 60 minutes after the Contractor receives notification of an emergency service call. This requirement applies 24 hours a day, seven days a week.
35	Does the emergency call-out rate apply to every after-hours call-out, or only to services specifically authorized by CRDA as an Additional Service?	The emergency call-out rate applies to after hours service.
36	How should the Contractor price emergency response when the issue can be addressed by existing on-site personnel, versus when additional personnel or specialized technicians must be dispatched?	Use scheduled on-site personnel under the fixed Basic Services fee when they can resolve the issue within their assigned duties. Price separate after-hours dispatch under the applicable call-out schedule, and obtain CRDA authorization for additional specialized work.
37	Please provide historical information, if available, regarding the number and type of after-hours emergency calls, equipment failures, and emergency service events during the past three years.	Not available
38	Are there established emergency operating procedures, escalation protocols, and notification requirements that the Contractor must follow?	Contractor to propose EOP's subject to CRDA review and approval. CRDA notification to be provided as required at contractors professional discretion.
	Spare Parts, Consumables, and Materials	
39	Please confirm that CRDA will reimburse the Contractor for the cost of parts, materials, and consumables required for CUP operations and maintenance, consistent with the reimbursement provisions of the RFP.	Yes. CRDA reimburses qualifying CUP maintenance parts and consumables at cost under 3.10. Water treatment chemicals, testing and outside service charges pass through at cost under 3.5.

40	Please identify which parts, materials, and consumables are considered reimbursable and which are expected to be included in the fixed monthly fee.	CRDA will reimburse the Contractor **at cost** for parts and maintenance consumables purchased for the CUP under Section 3.10. The fixed monthly fee includes the Contractor's labor to purchase these items and maintain the spare-parts inventory.
41	Please confirm that PPE, hand tools, uniforms, and office supplies are the Contractor's responsibility and are not reimbursable.	Yes. The Contractor shall provide personal protective equipment (PPE), hand tools, uniforms, and office supplies at its own expense. These costs shall be included in the fixed monthly fee and are not separately reimbursable by CRDA.
42	Is the Contractor required to establish and maintain a minimum inventory of critical spare parts? If so, please provide the existing inventory list and identify required minimum stock levels.	Yes. Under Section 3.10, the Contractor and CRDA shall establish the required spare parts and consumables inventory by type and quantity within the first 60 days of the contract term. The Contractor shall maintain the agreed stock levels throughout the contract term and ensure the inventory is complete at contract closeout. Purchasing and managing the inventory are included in Basic Services. CRDA will reimburse the cost of parts and consumables at cost.
43	Will CRDA provide an initial inventory of spare parts and consumables at contract commencement, and how will ownership and replenishment of that inventory be handled?	Yes CRDA and the Contractor shall jointly establish the types and quantities of spare parts and consumables to be maintained at the CUP within the first 60 days of the contract term. The Contractor shall purchase and replenish the inventory on CRDA's behalf as part of Basic Services. CRDA will reimburse the Contractor at cost for parts and consumables purchased for the CUP. CRDA owns the inventory purchased on its behalf, and the Contractor shall ensure the inventory is full and complete at contract closeout.
44	Please clarify the required procurement and approval process for reimbursable purchases, including any spending limits, quote requirements, and documentation standards.	See attached existing agreement
45	Does the service markup percentage in the pricing schedule apply to reimbursable parts and materials, outside-vendor services, or both? Please identify any exclusions or limits.	The service markup may apply to both materials and outside-vendor services procured or managed by the Contractor as part of CRDA-authorized Additional Services. Under Section 2.5, CRDA pays for authorized Additional Services on a cost-plus basis using the applicable markup bid on the pricing sheet. The following costs are excluded from the markup: - CUP maintenance parts and consumables under Section 3.10 are reimbursed at cost. - Water treatment chemicals, testing, and outside service costs under Section 3.5 are passed through without markup.
	Water Treatment and Environmental Requirements	
46	Please provide the current water treatment program, including treatment procedures, testing frequencies, chemical usage, system operating parameters, and recent water treatment reports.	attached
47	Please confirm that CRDA will pay for water treatment chemicals, testing, and outside water treatment vendor expenses without markup, as described in the RFP.	Yes. Pass through water-treatment chemicals, testing and outside vendor charges at cost, without markup.
48	Please clarify the Contractor's responsibilities for managing and coordinating the existing Nalco water treatment provider, including scheduling, reviewing reports, documenting deficiencies, and implementing recommendations.	Contractors Responsibilities

49	Are there any known water treatment, corrosion, scaling, biological control, or water-quality issues that bidders should consider when preparing their proposals?	See Barclay 4.A.5 - 15
50	Please identify the Contractor's responsibilities for environmental compliance, recordkeeping, reporting, and coordination with regulatory agencies.	Comply with applicable environmental laws and the RFP's environmental requirements. Maintain chemical, hazardous waste, emissions and other applicable records, support required reporting and regulatory coordination, and notify CRDA immediately of releases or spills. Retain hazardous disposal documentation for at least five years.
51	Who is responsible for the costs associated with hazardous waste handling, removal, transportation, and disposal, including any waste generated by pre-existing conditions or major repair work?	Waste that is generated by the O&M CONTRACTOR in performance of this contract shall be picked up from the designated storage site(s) and transported to disposal facilities and discarded in accordance with all applicable local, state, and Federal laws. This waste shall be disposed at the O&M Contractor's expense. Documentation showing the date, commercial firm performing the disposal, and method of disposal shall be maintained a minimum of five years and made available to CRDA upon request.
	Contract Administration and Management	
52	Please clarify the expected level of off-site corporate management, engineering, technical, and administrative support included in the fixed monthly fee.	The Contractor shall determine the level of support needed to meet the Basic Services requirements and include those costs in its monthly fee.
53	Are there minimum requirements for corporate management visits, engineering reviews, audits, or other off-site support? If so, please specify the anticipated frequency and deliverables.	NO as needed
54	Please identify the required monthly reports, annual reports, operating logs, maintenance records, and other submissions, including any required formats or templates.	Operating logs are provided daily, CUP utilization reports / billable usage provided monthly. CRDA meetings are held quarterly. PM reports are recorded when performed and recorded in a book on site.
55	Please clarify the expected content and level of detail for the annual Quality Control Plan (QCP), inspection schedules, and maintenance checklists.	Contractor to provide as per manufacturers recommendations at a minimum.
56	Does CRDA require the Contractor to use a specific computerized maintenance management system (CMMS), work-order platform, or reporting software?	The RFP does not require a specific CMMS, work-order platform, or reporting software. The Contractor may use its own system, provided it maintains the required records, makes them available to CRDA as required, and submits reports in accordance with the RFP.
57	Please clarify the requirement for an off-site disaster recovery site, including the records, systems, and services that must be maintained and the required recovery timeframe.	Off site disaster recovery is currently not required. CUP operator to maintain current devices from Siemens with the capability to be monitored off site.
58	Please identify the CRDA representative authorized to approve work, purchases, Additional Services, schedule changes, and emergency expenditures.	Robert Houlihan
	Contract Term, Escalation, and Financial Provisions	
59	Please confirm the anticipated contract commencement date and the initial contract term.	As per RFP - Full commercial operations are anticipated to commence on January 1, 2027, with pre-operational tasks scheduled to begin on December 11, 2026. Under Section 4.0, the contract term is five years, and CRDA may cancel the agreement after three years at its sole discretion.

60	The RFP describes a five-year term and indicates that CRDA may terminate the agreement after the third year at its sole discretion. Please clarify the notice period and any compensation or reimbursement available to the Contractor for unrecovered startup costs, commitments, or demobilization expenses.	180 days, compensation & reimburse to be determined
61	Please confirm the annual price escalation process, including the date on which each annual adjustment will take effect and whether the adjustment applies to all pricing schedule items.	Annual contract price adjustments will take effect on January 1 of each year, beginning January 1, 2028. The applicable annual escalation percentages shall be specified in Attachment 4 for Base Services, Emergency Call-Out Services, and Additional Services. Proposers shall state any proposed annual escalation for the Alternate Base Services monthly fee alongside that fee. The service markup percentage shall remain fixed throughout the contract term.
62	Can mandatory increases in wages, fringe benefits, or other costs imposed by law or collective bargaining requirements be adjusted separately from the annual escalation percentage?	No. For proposal pricing, include anticipated increases in wages, fringe benefits, and other labor costs in the proposed pricing and annual escalation. The RFP provides no separate pass-through for these costs. See Questions 11 and 61.
63	Please clarify whether the fixed monthly fee is payable in equal monthly installments regardless of seasonal changes in operating demand or staffing utilization.	Yes. The fixed monthly fee is payable in equal monthly installments at the applicable contract rate. Seasonal changes in operating demand or staffing utilization do not change the monthly payment. Any annual price adjustment specified in the Contract takes effect on January 1.
64	Are there any performance deductions, service-level credits, liquidated damages, or other financial penalties that may be applied to the monthly fee? If so, please identify the applicable standards and calculation method.	No
65	Please clarify the invoicing and payment process for the fixed monthly fee, reimbursable expenses, emergency call-outs, and Additional Services.	see attached contract
66	Please identify any annual budget limitations, not-to-exceed amounts, or approval requirements that may affect reimbursable expenses or Additional Services.	Use CRDA-approved budgets and obtain authorization before performing Additional Services.
	Insurance and Contractual Liability	
67	Please confirm the required insurance limits and endorsements, including whether umbrella or excess liability coverage is required in addition to the limits expressly listed in the RFP.	As per RFP
68	Please identify any special insurance requirements applicable to pollution liability, professional liability, cyber liability, or environmental services.	Professional liability (errors and omissions) is required at $1 million per occurrence and in the aggregate
69	Please clarify whether the Contractor will be responsible for damage or losses arising from pre-existing equipment conditions, latent defects, or failures unrelated to the Contractor's acts or omissions.	No. Document pre-existing conditions and latent defects and notify CRDA promptly.
70	Please identify any indemnification, limitation-of-liability, or consequential-damages provisions that bidders should specifically consider when preparing their pricing.	See Section 14 & 15.14
	Contract Startup, Transition, and Closeout	

71	The RFP references a 30-day pre-commencement period for the Supervisor and a 20-calendar-day phase-in period. Please clarify the required phase-in duration and the date on which the Supervisor and other personnel must begin reporting to the CUP.	The required phase-in period is 20 calendar days, Pre-operational tasks begin on December 11, 2026. The Contractor's Supervisor or an appropriate designee shall report on site at the CUP beginning December 12, 2026, and provide on-site coverage through December 31, 2026. The Contractor shall have all required operating personnel in place when full commercial operations begin on January 1, 2027.
72	During the phase-in period, what specific activities, staffing levels, training, inspections, and deliverables are required, and are these activities included in the proposed fixed monthly fee or compensated separately?	The Supervisor or designee observes office functions, operating procedures and repairs/maintenance during phase-in. Develop the water treatment program with CRDA and submit personnel resumes and qualification/screening documentation under 3.17.
73	Will CRDA provide access to existing operating procedures, maintenance records, equipment manuals, drawings, alarm histories, service reports, and vendor contacts before the Contractor assumes responsibility?	To the extend available, the selected contractor will receive.
74	Will the incumbent contractor be required to participate in a formal transition and knowledge-transfer process? If so, please describe the expected level of cooperation and duration.	Yes. As required.
75	Please clarify the required closeout and phase-out obligations, including the joint inspection referenced as occurring 60 days before contract expiration, transfer of records, inventory reconciliation, and transition assistance.	Complete a joint CRDA/Contractor inspection no later than 60 calendar days before expiration. Inspect covered spaces, owner-furnished equipment and systems. Identify and correct contractor-responsible deficiencies other than normal wear before expiration. Leave agreed spares complete and furnish required drawings.
	Additional Information Requested	
	To support consistent and accurate pricing, we would appreciate receiving the following available documents and historical information:	
76	• Current CUP equipment inventory and available equipment condition assessments.	to be provided to selected contractor at time of award
77	• The current staffing schedule, position classifications, and applicable wage determinations.	Wage rates will be posted in Addednum #2
78	• Preventive maintenance schedules, work-order history, and equipment downtime or failure history for the prior three years.	to be provided to selected contractor at time of award
79	• Copies of current service agreements, warranties, and vendor contracts, including the Trane chiller agreement and Nalco water treatment agreement.	to be provided to selected contractor at time of award
80	• Historical annual expenditures for parts, consumables, water treatment, outside services, inspections, and emergency repairs.	to be provided to selected contractor at time of award
81	• Current spare parts inventory and any identified critical spare-parts requirements.	to be provided to selected contractor at time of award
82	• Existing operating procedures, emergency response plans, environmental permits, and compliance reports.	to be provided to selected contractor at time of award
83	• What CMMS system is currently used, and will the selected contractor be required to use it?	to be provided to selected contractor at time of award
84	Are the three requested positions currently unionized?	NO – standard wage as per RFP
85	If so, please identify the union and provide copy of the current CBA in place for the site.	N/A

86	Are there additional onsite resources supporting/monitoring the CUP when the three proposed staff are not onsite? If so, please provide further details.	No. On call service tech is to monitor and respond as required.
87	What are the response times/KPIs for afterhours/emergency callouts? Assuming the site is left unmanned for the hours not covered in the RFP Schedule 1.	per RFP
88	Page 9, the RFP states the O&M Contractor shall supply the water treatment program. It goes on to state that "CRDA will be responsible for the cost of the water treatment system including chemicals, testing and outside service companies expense. The O&M contract will pass these costs on to CRDA without markup." With the foregoing in mind, is the Contractor to include the costs of the water treatment program in our cost proposal?	No. Exclude water treatment chemicals, testing costs, and outside service provider charges from the proposed fixed monthly fee. Under Section 3.5, the Contractor shall pass these costs through to CRDA at cost, without markup.
89	What are the backfill requirements per each position for unexpected PTO?	Job must be covered all hours as required.
90	What are the backfill requirements per each position for planned PTO?	Job must be covered all hours as required.
91	Please provide a list of tools and equipment available on site to be utilized.	NA
92	Please provide the current wages for each position.	Per RFP wage schedule; Wage rates will be posted in Addednum #2
93	What are your uniform requirements?	Per RFP 3.14
94	Is there a workorder management system in place? If so, who is responsible for the cost and training?	The Contractor may furnish and operate its own system, including associated training and cost, while meeting CRDA reporting and record-access requirements.
95	Is the workorder management system provided by CRDA or the service provider?	Service Provider
96	Are the incumbent site personnel available for interview and hire?	No
97	Please provide a copy of the current contract for these services, plus any additional contract riders, addendums and purchase orders.	See attached
98	Please provide a detailed list of parts and spares currently available onsite.	Not available
99	Would a secondary site visit date be possible? Or by appointment?	No

EXECUTION VERSION

OPERATIONS AND MAINTENANCE SERVICE AGREEMENT

By and Between

THE CAPITAL REGION DEVELOPMENT AUTHORITY

("CRDA")

and

EMCOR/ NEW ENGLAND MECHANICAL SERVICES, INC.

("Contractor")

Effective As Of

July 1, 2021

Relating to the Management of the Central Utility Plant at the Connecticut Convention Center

CRDA Contract # 21-024

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AGREEMENT

THIS AGREEMENT (this "Agreement") is made effective as of the 1st day of July, 2021, by and between the **CAPITAL REGION DEVELOPMENT AUTHORITY** having its offices at 100 Columbus Boulevard, Suite 500, Hartford, Connecticut (hereinafter referred to as "CRDA" or the "Owner") and **EMCOR/New England Mechanical Services, Inc.** having its offices at 166 Tunnel Road, Vernon, Connecticut (hereinafter referred to as "NEMSI" or the "Contractor")

ARTICLE I

DEFINITIONS

Section 1.01 Where used in this Agreement, the following terms and expressions shall have the meaning attributed to them in this section unless expressly given a different meaning by the accompanying text:

(1) "Agreement" shall mean and include this Agreement, its Addenda, Attachments, Exhibits, and Amendments, as such may exist from time to time;

(2) "Attraction" shall mean the Connecticut Science Center, which is located within the Adriaen's Landing Site east of Columbus Boulevard and north of Bob Steele Way;

(3) "CUP" or "CUP Facilities" shall mean the Central Utility Plant as described in Exhibit A owned by CRDA and located in the Connecticut Convention Center;

(4) "Environmental Loss" shall mean any damages, costs, expenses arising out of, or related to, any violation of a federal, state, local or other environmental law or regulation. Expenses falling within this definition shall include, but not be limited to, clean-up, disposal, transportation, government fees, fines, sanctions, and legal fees associated with the defense of any alleged or actual violation of such laws or regulations.

(5) "Hotel" or "Convention Center Hotel" shall mean the Marriott Hartford Downtown together with all building, structures, equipment and systems located thereon; and

(6) "Planned Event" shall mean an event to be held at the Convention Center Facility that, due to the import of such event, requires NEMSI personnel to adjust individual work schedules in order to staff the CUP during said event. NEMSI shall be given not less than forty-five (45) days' notice prior to the required personnel adjustment.

(7) "Services" shall mean all operation and maintenance, and related services and functions to be performed hereunder.

ARTICLE II

CONTRACT PERIOD

Section 2.01 Management Term

The management term shall commence on July 1, 2021 and shall end on June 30, 2026, unless earlier terminated pursuant to the provisions of the Agreement (the "Management Term"). Notwithstanding anything to the contrary in this Agreement, the Management Term of this Agreement shall be terminable by Owner, without penalty or cause, upon one hundred eighty (180) days' notice at the end of the third (3rd) year of the Management Term.

ARTICLE III

SCOPE OF MANAGEMENT SERVICES

Section 3.01 Management Services

Section 3.01.01 Contractor agrees to provide and deliver operation and maintenance services in accordance with Exhibit B – Description of Services ("Services"), attached hereto and made a part hereof. In the event of any conflict between the terms and conditions of this Agreement and the Services, the terms and provisions of this Agreement shall prevail.

Section 3.01.02 Contractor shall solely be responsible for maintaining control, direction and supervision of its employees, including, without limitation, hiring, terminating and disciplining its employees and handling all employee and labor relations matters, except that Owner shall be responsible for assigning daily work and supervising assigned work.

Section 3.01.03 Without the other party's prior written consent, neither party shall, during the term or sooner than one year from the termination of this Agreement, solicit, or engage any current or former employees of the other party or its affiliates.

Section 3.01.04 Contractor's employees and employees of any contractor performing work under this Agreement will not be considered employees or agents of Owner for any purpose. Contractor assumes full responsibility for the actions of its employees while performing services under this Agreement. When contractors are engaged to perform services, Contractor shall enter into a contract with each such contractor requiring that the contractor will be responsible for the supervision, daily direction and control, payment of salary and wages (including all necessary related payroll taxes and expenses) for each of the contractor's employees. Contractor shall not

enter into any contract with contractors for services to be performed under this Agreement without Owner's prior written consent.

Section 3.01.05 Contractor is responsible, on a reasonable efforts basis, for the use of up-to-date techniques, sequences, scheduling and procedures in the performance of the Services in order to achieve cost efficiency while maintaining the quality standards prescribed by this Agreement.

Section 3.01.06 Contractor shall enforce strict discipline among its employees and the employees of all contractors and shall require them to be clean, neat and orderly.

Section 3.01.07 To the extent reasonably possible, Contractor shall perform the Work in a manner that will avoid interference with the business operation of the Owner, the Hotel, and the Attraction.

Section 3.01.08 Owner shall appoint a coordinator who shall be responsible for maintaining contact with Contractor (the "Coordinator").

Section 3.01.09 Contractor shall appoint a representative who shall coordinate with Coordinator to supervise and direct the performance of the Services (the "Representative"). The Representative shall be the point of contact with Owner for issues associated with the performance of Services under this Agreement.

Section 3.01.10 Each party shall give the other party notice of the identity of the Coordinator and Representative, which they may designate from time to time.

Section 3.01.11 Contractor will inform the Coordinator promptly of any claim or demand in writing or any lawsuit pertaining to Services and provide the Owner with information as required.

Section 3.01.12 Contractor personnel furnishing Services shall meet all applicable governmental qualifications.

Section 3.01.13 Contractor will provide training to convention center security personnel relating to CUP emergency protocol and response procedure.

Section 3.02 Labor, Equipment and Materials

Section 3.02.01 Contractor will furnish all labor and equipment necessary for the performance of the Services. Contractor shall use equipment and materials furnished by Owner as is necessary, and should such equipment or materials be lost, damaged or destroyed as a result of Contractor's negligence or misconduct, Contractor will, at Owner's option, replace such equipment or materials with comparable equipment or materials, or reimburse Owner for the replacement of such equipment or materials with equipment or materials with equipment or materials of equal value, wear and tear excepted.

ARTICLE IV

TERMINATION

Section 4.01 Either party may terminate this Agreement for convenience at any time upon forty-five (45) days prior written notice to the other party in accordance with the terms and provisions of this Agreement.

Section 4.02 Either party may terminate this Agreement in the event of a material breach of any of its terms by the other party provided that such party is given written notice of the breach and fails to commence actions to cure the breach within thirty (30) days or fails to cure such breach within sixty (60) days of such notice. Notwithstanding the foregoing language, the following provision shall apply where applicable:

1) If the breach involves sexual harassment or environmental matters, the party given notice of such breach shall commence and complete action to cure the breach as quickly as possible, time being of the essence.

Section 4.03 Either party may terminate this Agreement immediately upon written notice to the other party in the event that:

1) Any proceeding, voluntary or involuntary, in bankruptcy, insolvency, dissolution or liquidation is commenced by or against the other party;

2) Any assignment of assets for the benefit of creditors is made with respect to the other party; or

3) Substantially all the assets or business of the other party are transferred to a third party.

Section 4.04 Neither party, by exercising its right to terminate this Agreement in accordance with this Section, shall relinquish any remedy available to it at law or equity.

Section 4.05 Upon termination of this Agreement for any reason:

1) All Services provided under this Agreement shall cease;

2) Contractor shall promptly assign to Owner all its assignable interests in purchase orders, commitments and contracts as to which Owner requests assignment in writing;

3) All personal property, including, but not limited to, capital equipment, hardware, fixtures, materials and supplies, acquired in furtherance of this Agreement, paid for directly by Owner shall become the property of Owner;

4) Owner shall immediately pay Contractor all amounts due Contractor for the performance, prior to termination, of Services under this Agreement;

5) Owner shall immediately pay Contractor a cancellation fee in a sum equal to the fees and reimbursables set forth in Exhibit C paid or payable to Contractor for the last full calendar month preceding the termination date; and

6) Owner shall assume all obligations and commitments for goods and services made prior to termination by Contractor for performance of the Services under this Agreement.

ARTICLE V
FEES AND COMPENSATION

Section 5.1 As consideration for the services provided by Contractor under this Agreement, Owner will pay Contractor the Fees set out in Exhibit C. The fees and reimbursables shall be paid on the last day of each calendar month. Owner shall pay other amounts that Contractor may earn or be entitled to under this Agreement within twenty (20) days of receipt of invoice.

ARTICLE VI
INDEMNIFICATION

Section 6.1 Contractor's Indemnification

Section 6.1.01 Contractor will defend and indemnify and hold Owner, its directors, officers, employees, agents, representatives, successors and assigns harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Agreement (collectively, the "Owner's Claims"), including those which:

a) arise out of injury to or death of Contractor's employees or subcontractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees;

b) Arise out of the services provided under this Agreement for acts of negligence or omission or the willful misconduct of Contractor, its officers, directors, or employees;

c) Are made or brought by Contractor's employees or their representatives arising from, or in connection with, such employee's employment with Contractor, including, by way of description, but not by way of limitation, any claims arising out of, or related to:

   i) Any violation of applicable laws or regulations, including, without limitation, Title VII of the Civil Rights Act of 1964, as amended, any federal, state, or local law prohibiting discrimination in employment, and any common law claims, including claims for wrongful or retaliatory discharge;

   ii) Any negligent act or omission, willful misconduct, or promise by Contractor, or its officers, directors, or employees; or

   iii) Payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, Social Security and income tax laws.

d) Arise out of or with respect to any "employee benefit plan" within the meaning of Section 3(3) of the Employee Income Security Act of 1974, as amended ("ERISA") that covers Contractor's employees or employees of any person performing services for Contractor's in connection with this Agreement; or

e) Arise out of or related to any Environmental Loss caused by the negligence or omission or the willful misconduct of Contractor's officers, directors or employees.

Section 6.2 Owner's Indemnification

Section 6.2.01 Owner will defend and indemnify and hold Contractor, its directors, officers, employees, agents, representatives, successors and assigns harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Agreement (collectively, the "Contractor's Claims"), including those which:

a) arise out of injury to or death of Owner's employees or subcontractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Owner, its officers or its employees;

b) Arise out of the services provided under this Agreement for acts of negligence or omission or the willful misconduct of Owner, its officers, directors, or employees;

c) Are made or brought by Owner's employees or their representatives arising from, or in connection with, such employee's employment with Owner, including, by way of description, but not by way of limitation, any claims arising out, or related to:

   i) Any violation of applicable laws or regulations, including, without limitation, Title VII of the Civil Rights Act of 1964, as amended, any federal, state, or local law prohibiting discrimination in employment, and any common law claims, including claims for wrongful or retaliatory discharge; and

   ii) Any negligent act or omission, willful misconduct, or promise by Owner, its officers, directors, or employees;

d) Arise out of or with respect to any "employee benefit plan" within the meaning of Section 3(3) of the Employee Income Security Act of 1974, as amended ("ERISA") that covers Owner's employees; or

e) Arise out of or related to any Environmental Loss arising out of or related to the Work performed by Contractor under this Agreement, except to the extent that such Environmental Loss is the result of the negligence or omission or the willful misconduct of Contractor's officers, directors, or employees.

Section 6.3 Outside Contracts

Throughout the duration of this Agreement, for any outside contract into which Contractor may enter in connection with this Agreement, Contractor shall require, in writing, that each such contractor indemnify and save harmless Owner and Contractor, and their respective officers, directors, agents, employees, affiliates, partners and subsidiaries from and against all liability, claims and demands on account of injury to persons (including death) and damage to property arising out of or resulting from the performance of the contracted work by the Contractor, or by the employees or agents of the Contractor. The Contractor shall, at its expense, be required to defend any and all suits or actions against Owner or Contractor and shall pay all attorneys' fees and all other expenses in connection with such suits or actions and promptly discharge any judgments arising from such suits or actions. These conditions shall also apply to any work performed under this Agreement by others in direct or indirect contractual relationship with the Contractor.

Section 6.4 Incidental, Consequential or Punitive Damages

Neither party shall be entitled to indirect, incidental, consequential, or punitive damages; including lost profits, based on any breach or default of the other party.

ARTICLE VII

INSURANCE

Section 7.01 Contractor shall provide and keep in full force and effect during the term of this Agreement the following types and minimum amounts of insurance covering the services to be provided in accordance with this Agreement:

a) Workers' Compensation affording coverage under the Workers' Compensation laws of the State of Connecticut;

b) Employer's Liability coverage subject to a limit of no less than $500,000 for each employee, $500,000 for each accident and disease and $500,000 policy limit.;

c) Commercial General Liability Insurance for limits of $1,000,000 per occurrence. Bodily Injury and Property Damage combined, $1,000,000 per occurrence. Personal and Advertising Injury, $2,000,000 Aggregate Products and Completed Operations Liability and $2,000,000 General Aggregate limit per location;

d) Business Automobile Liability Insurance for Bodily Injury and Property Damage in the amount of $1,000,000 combined and covering all owned, non-owned and hired vehicles.

Section 7.02 The liability policies shall be written on an occurrence basis with no deductible.

Section 7.03 The liability policies shall be endorsed to name "CRDA", the State of Connecticut and the Office of Policy and Management as "Additional Insureds". The definition of "Additional Insureds" shall include Partners, Officers, Directors, Employees, Agents and Representatives of the named entity including any managing agent. Further, coverage for the "Additional Insureds" shall apply on a primary basis, regardless of any other insurance, whether collectible or not.

Section 7.04 Umbrella Liability Insurance at not less than a $5,000,000 limit providing excess coverage over all limits and coverages noted in Sections 7.01, 7.02 and 7.03 above. This policy shall be written on an occurrence basis.

Section 7.05 Professional Liability Insurance (Errors and Omissions) in amounts no less than $1,000,000 per occurrence and in the aggregate.

Section 7.06 All policies noted above shall be written with insurance companies licensed to do business in the State of Connecticut and rated no lower than A 10 in the most current edition of A.M. Best's Property-Casualty Key Rating Guide.

Section 7.07 All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification, Owner shall receive 30 days written notice. New England Mechanical Services, Inc. assumes the responsibility for notifying in writing the Capital City Economic Development Authority of any material change in the policies at least thirty days prior to such change.

Section 7.8 Contractor shall furnish Owner with certificates of insurance evidencing compliance with all insurance provisions noted herein no later than 5 days prior to commencement of work.

Section 7.9 Certificates in the customary form, evidencing that such insurance is in force, shall be delivered to Owner upon request. Within fifteen (15) days prior to the expiration of such insurance, new certificates shall be delivered evidencing the renewal of such insurance. All certificates must provide that if such policies are canceled or changed during the period of coverage, in such manner as to affect the insurance, insurer shall provide written notice to Owner and Contractor at least ten (10) days prior to such cancellation or change. NEMSI assumes the responsibility for notifying in writing CRDA of any material change in the policies at least thirty days prior to such change. Such certificates must name Owner as an additional insured. The Contractor's insurer shall have no right of recovery or subrogation against the Owner.

Section 7.10 Owner will maintain Comprehensive General Liability Insurance in an amount not less than $2,000,000 covering Owner as owner of the Facilities. Owner will also maintain, where applicable, Comprehensive Automobile Liability Insurance with limits of $250,000 per person/$500,000 per occurrence for personal injury and $200,000 per occurrence for property damage for owned, non-owned and hired vehicles used by Owner under this Agreement. Owner agrees to require any Fire and General Liability Insurance carrier covering any portion of the Facilities to waive any right of subrogation against Contractor and Contractor's suppliers with respect to any covered loss arising out of the performance of the Services under this Agreement to the extent of any fire insurance or General Liability insurance proceeds paid under such policies.

ARTICLE VIII

CONDITION OF EQUIPMENT

Contractor shall assume responsibility for operating and maintaining Owner's equipment at the Facilities in such state of condition as the equipment may be at the time of the commencement of Contractor's Services, and Contractor shall at all times operate and maintain such equipment, as well as additional and replacement equipment, in accordance with the highest industry standards. Contractor shall not be liable for any losses or damages Owner or any occupant, invitee, employee or other party may incur as a result of any defects, deficiencies or malfunction of the Owner's equipment causing the Facilities to be fully or partially out of service or a loss of use of any utilities serving the Facilities, except where such defects, deficiencies or malfunctions are as a result of Contractor's negligence or willful misconduct, nor shall Contractor be liable for any such losses or damages that result from the repairs, replacements or improvements made to the equipment at the Facilities as may be contemplated under this Agreement or otherwise, unless such losses or damages are a result of Contractor's negligence or willful misconduct. In any such events Contractor will provide those Services reasonably required to restore the Facilities to their normal operating condition as soon as practical under the prevailing circumstances.

ARTICLE IX

ASSIGNMENT

Contractor agrees not to assign or otherwise transfer its rights hereunder without the prior written consent of the Owner, except that such consent shall not be necessary if the assignee of transferee is an entity owned or controlled by Contractor or is an affiliate of Contractor.

ARTICLE X

NOTICES

Section 10.01 Any notices or other communications required or permitted hereunder shall be sent by registered mail or certified mail, postage prepaid, or delivered by hand, addressed as indicated below or to such other address as shall be furnished in writing by either party named above, and any such notice or communication shall be deemed to have been given as of the date so mailed or delivered:

If to Owner:

Capital Region Development Authority
100 Columbus Boulevard, Suite 500
Hartford, CT 06103-2819
Attention: [redacted]

If to Contractor:

EMCOR/New England Mechanical Services, Inc.
166 Tunnel Road
Vernon, CT 06066-7701
Attention: [redacted]

ARTICLE XI

GENERAL PROVISIONS

Section 11.1 Neither party shall be responsible for failure to fulfill its obligations under this Agreement due to fire, flood, war or other such causes beyond its control and without its fault or negligence, provided that notice of such condition or circumstance is promptly given to the other party.

Section 11.2 Each party agrees to waive its respective right to trial by jury in any dispute arising out of this Agreement.

Section 11.3 No delay or failure by either party to act in the event of a breach or default under this Agreement shall be construed as a waiver of that or any subsequent breach or default of the same or any other provision of this Agreement.

Section 11.4 The prevailing party in any legal action under this Agreement shall be entitled to reimbursement by the other party of its expenses in connection with such action, including, without limitation, reasonable attorneys' fees.

Section 11.5 Any terms of this Agreement which, by their nature, extend beyond the expiration or termination of this Agreement shall remain in effect until fulfilled and shall bind the parties and their legal representatives, successors, heirs, and permitted assigns.

Section 11.6 Contractor agrees that all information relating to Owner and its affiliates that Contractor obtains from providing service to Owner shall be the confidential and proprietary property of Owner and its affiliates. Contractor agrees to keep such information confidential, not to disclose it to anyone and not to use such information or allow anyone else to use such information, for any purpose whatsoever except for performance of this Agreement. This obligation of confidentiality and non-use shall survive termination of the Agreement. Upon termination of the Agreement, at Owner's request, Contractor shall return or destroy all confidential information of Owner (forms, log sheets, procedures, etc.).

ARTICLE XII

OTHER PROVISIONS

A. Entire Agreement

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

B. Changes in Service

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

C. Independent Contractor

Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such services. Contractor shall act as an independent Contractor in performing this Agreement, maintaining complete control over its employees and all of its subcontractors. Contractor shall furnish fully qualified personnel to perform the services under this Agreement. Contractor shall perform all services in accordance with best practices, subject to compliance with this Agreement and all applicable laws and regulations. It is acknowledged that services rendered by the Contractor to CRDA hereunder do not in any way conflict with other contractual commitments with or by the Contractor.

If applicable, Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this Agreement to CRDA, at the time of the execution of this Agreement, as evidence that such are in full force and effect.

D. Laws and Regulations

This Agreement shall be interpreted under and governed by the laws of the State of Connecticut.

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

E. Labor and Personnel

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

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

F. Conflicts, Errors, Omissions, and Discrepancies

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

G. Intentionally Left Blank

H. Nondisclosure

Contractor shall not release any information concerning the services provided pursuant to the Agreement or any part thereof to any member of the public, press, business entity or any official body unless prior written consent is obtained from CRDA. In the event that such information is requested from the Contractor by a judicial order or that such information already exists in the public domain, Contractor shall be released from this obligation.

I. Quality Surveillance and Examination of Records

All services performed by Contractor shall be subject to the inspection and approval of the State at all times, and Contractor shall furnish all information concerning the services.

The State or its representatives shall have the right at reasonable hours to examine any books, records, and other documents of Contractor or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such books and records. The State will give the Contractor at least twenty-four (24) hours notice of such intended examination. At the State's request, the Contractor shall provide the State with hard copies of or magnetic disk or tape containing any data or information in the possession or control of the Contractor which pertains to CRDA's business under this Agreement. The Contractor shall incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Agreement.

The Contractor shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years after the final payment by the CRDA and shall make them available for inspection and audit by the State.

In the event that this Agreement constitutes a grant Agreement, and the Contractor is a public or private agency other than another state agency, the Contractor shall provide for an audit acceptable to the State, in accordance with the provisions of Conn. Gen. Stat. § 7-396a.

J. Intentionally Left Blank

K. Non-Waiver

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

L. Promotion

Unless specifically authorized in writing by CRDA, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the CRDA, its officials, agencies, or employees or the logo of CRDA or Adriaen's Landing:

(1) in any advertising, publicity, promotion; or

(2) to express or to imply any endorsement of Contractor's products or services; or

(3) to use the name of CRDA, its officials, agencies, or employees or the logo of CRDA or Adriaen's Landing in any other manner (whether or not similar to uses prohibited by subparagraphs (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by CRDA. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

M. Confidentiality

All data provided to Contractor by CRDA or developed internally by Contractor with regard to CRDA will be treated as proprietary to CRDA and confidential unless CRDA agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by CRDA or others, which may come into Contractor's possession during the term of this Agreement, except where disclosure of such information by Contractor is required by other governmental authority to ensure compliance with laws, rules, or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, Contractor will provide advance notice to CRDA of the need for the disclosure and will not disclose absent consent from CRDA. In the event that such information is requested from the Contractor by a judicial order or that such information already exists in the public domain, Contractor shall be released from this obligation.

N. Subpoenas

In the event the Contractor's records are subpoenaed pursuant to and in accordance with Connecticut General Statutes Section 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify the Authority of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to the Authority.

O. Survival

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

P. Americans with Disabilities Act

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

Q. Non-Discrimination and Executive Orders

The non-discrimination clause on the reverse side of page 1 of Form CO 802-A, attached hereto, is superseded and the following is inserted in lieu thereof:

(a) For the purposes of this Section, "minority business enterprise" means any small Contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and "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.

For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities.

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

(b) (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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or

advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker's 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 C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56, as amended by Section 5 of Public Act 89-253, Connecticut General Statutes § 46a-68e and Connecticut General Statutes § 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 Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. §46a-56, as amended by Section 5 of P.A. 89-253; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

(g) The Contractor agrees to the following provisions: The Contractor agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and the

employees are treated when employed without regard to their sexual orientation; 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; the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §46a-56; the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.

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

R. No Recourse

It is expressly understood and agreed that the directors, officers and employees and agents of CRDA are acting in a representative capacity and not for their own benefit and that there shall be no recourse or claim under this Agreement against any such person in any circumstances. Contractor further acknowledges that CRDA is not a department, institution or agency of the State of Connecticut and agrees that it shall have no recourse or claim under this Agreement against the State or any of its officers, employees or agents in any circumstances.

S. Intentionally Left Blank

T. Severability

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

U. Headings

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

V. Third Parties

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

W. Non Waiver

In no event shall the making by CRDA of any payment to the Contractor constitute or be construed as a waiver by CRDA of any breach of covenant, or any default that may then exist, on the part of the Contractor and the making of any such payment by CRDA while any such breach or default exists shall in no way impair or prejudice any right or remedy available to CRDA in respect to such breach or default.

X. Contractor Certification

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

Y. Large State Contracts

Pursuant to C.G.S. §§ 4-250 and 4-252, Contractor must present at the execution of each large State contract (having a total cost to the State of more than $500,000 in a calendar or fiscal year) an executed gift certification, which Contractor shall update on an annual basis in accordance with para 8 of Gov. M. Jodi Rell's Exec. Order #1. In addition, pursuant to para 8 of Gov. M. Jodi Rell's Exec. Order #1, anyone who executes and files said gift certification shall also execute and file a campaign contribution certification disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

Z. Large State Construction Or Procurement Contract

Pursuant to Conn. Gen. Stat. § 1-101qq, every contractor to a Large State construction or procurement contract shall review the summary of State ethics laws developed by the Office of State Ethics pursuant to C.G.S. § 1-81b (the "Summary") and shall promptly affirm to CRDA in writing that the key employees of such Contractor have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. A copy of the Summary is attached and incorporated herein as Attachment B. Further, Contractor shall incorporate and include the Summary in all contracts with any subcontractor or consultant working or assisting the Contractor with the large state construction or procurement contract. Contractor shall require in said contracts that the key employees of any subcontractor or consultant affirm that they have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. Contractor shall supply such affirmations to CRDA promptly. "Large state construction or procurement contract" means any contract, having a cost of more than five hundred thousand dollars, for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in C.G.S. § 4a-50, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building.

AA. Disclosure of Consulting Agreements

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

BB. Retaliation Prohibition

Pursuant to Conn. Gen. Stat. § 4-61dd, a large state contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract, if an officer, employee or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the large state contractor in retaliation for such employee's disclosure of information to any employee of the contracting State or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of C.G.S. § 4-61dd(a). Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. Each large state contractor shall post a notice of the provisions of this section relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor. As used in C.G.S. § 4-61dd, a "large state contract" means a contract between an entity and a state or quasi-public agency having a value of five million dollars or more and (2) "large state contractor" means an entity that has entered into a large state contract with a state or quasi-public agency.

CC. Campaign Contribution and Solicitation Prohibitions

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.

DD. 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.

EE. Counterparts

This Agreement may be executed in counterparts, and by each party on separate counterparts, all of which together shall constitute one agreement binding on the parties hereto, notwithstanding that both parties are not signatories to the original or the same counterpart. Each party represents and warrants that the person signing this Agreement on its behalf has full authority to bind such party to the covenants, terms and conditions stated herein.

IN WITNESS WHEREOF, CRDA and NEMSI have caused this Agreement to be signed by their duly authorized representatives, as such and not individually, as of the day and year first written above.

[redacted]

Executive Director

EMCOR/ New England Mechanical Services, Inc.

[redacted]

President & CEO

EXHIBIT A

DESCRIPTION OF CUP

The CUP is comprised of a 9,500 square foot structure located on a mezzanine level of the CCC above the loading dock housing the steam generating equipment, central plant chillers, control room and balance of plant. The CUP's distribution network is comprised of chilled water, high-pressure steam and condensate. Located on the roof of the CCC are the cooling towers and accessories required for the CUP. Located under the entrance ramp for the parking garage are two (2) 20,000 gallon fuel oil tanks and accessories. The CUP supplies chilled water and steam to the CCC, the Hotel, and the Connecticut Science Center. The plant has expansion capabilities to serve phase II of the CCC, phase II of the Hotel and possible other future customers.

For purposes of this Agreement, the CUP will consist of structure, enclosure and all equipment, as identified in the Plans and Specifications. The CUP also includes general building infrastructure located within the physical boundaries of the CUP including, but not limited to, piping, wires, controls, fans, drains, supports, lighting, fire protection, etc.

The equipment located in the CUP is more fully described in the Plans and Specifications, which will be made available to the Contractor.

The following is an itemized listing of the equipment located in the CUP that will be the responsibility of the Contractor under this Agreement:

CONNECTICUT CONVENTION CENTER CUP EQUIPMENT LIST

2 – Cleaver Brooks 600 HP Fire Tube Boilers with accessories
1 – Cleaver Brooks 400 HP Fire Tube Boilers with accessories
1 – Cleaver Brooks 100,000 lb/hr Deareating feedwater heater with accessories
3 – 48 GPM Feedwater Pumps
2 – 240GPM Condensate Transfer Pumps
1 – Trane 800 Ton Electric Centrifugal Chiller with accessories
1 – Trane 1200 Ton Electric Centrifugal Chiller with accessories
1 – Trane 1200 Ton Two-Stage Steam Absorption Chiller with accessories
2 – 3600 GPM Condenser Water Pumps
1 – 2400 GPM Condenser Water Pumps
2 – 2057 GPM Primary Chilled Water Circulating Pumps
1 – 1370 GPM Primary Chilled Water Circulating Pumps
1 – 3610 MBH Plate and Frame Heat Exchanger w/ chilled water and condenser water pumps
1 – Distributed Control System
Chemical feed station for boilers and chillers

The following is a list of additional equipment that is part of the CUP equipment but not physically located in the CUP. These items will also be the responsibility of the Contractor under this Agreement:

3 – Marley 3525 GPM Induced Draft Crossflow cooling Towers with accessories;

2 – 25,000 gallon FO storage Tanks with Transfer pumps and piping from tanks to CUP;

Chilled water, steam and condensate piping to first flange including the meters on Mechanical Mezzanine of Marriott Hotel;

Chilled water, steam and condensate piping to and including meters of CCC;

Chilled water, steam, and condensate piping to the first flange including the meters to the Connecticut Science Center;

Natural Gas piping from CNG metering station to CUP; and

Electrical Systems from utility meters to any equipment defined above as part of the CUP and all electrical systems inside of the CUP.

EXHIBIT B

Description of Services

The O&M CONTRACTOR shall provide all management, supervision, labor, materials, supplies, repairs, maintenance, parts, tools, and equipment, and shall plan, schedule, coordinate and ensure completion of all contract requirements specified within the contract documents at the CCC CUP and as defined in the manufacturer's recommendations. The O&M CONTRACTOR shall be fully responsible for the operations, repairs, scheduled preventive maintenance and equipment certifications necessary to effectively operate and maintain all building equipment and systems installed as listed in Exhibit A. The O&M CONTRACTOR shall also provide additional services as required by CRDA such as repair services, and project support work (new work).

The O&M CONTRACTOR shall be required to operate the facilities covered by this contract during all emergency situations such as fires, accident and rescue operations, strikes, civil disturbances, natural disasters, and the like. The O&M CONTRACTOR Project Manager and his designated staff shall become thoroughly familiar with the CCC emergency plan. Reasonable participation in emergency plans related to the CUP shall be mandatory during the event of a related emergency situation regardless of the time of occurrence. The O&M CONTRACTOR shall be responsible to support the CCC emergency plans by performing specific actions as required by the CCC as part of the basic services portion of this contract.

Steam Service:

The O&M CONTRACTOR will provide steam at 120 psig saturated to the CCC Point(s) of Delivery. Condensate shall be returned into the O&M CONTRACTOR's condensate return system of equal quality provided. Steam shall be provided 24 hours per day 7 days per week. Any required outages of the steam system will be coordinated with the customers of the CUP.

Within the first 30 days of commencing this O&M agreement the O&M CONTRACTOR and CRDA will establish operating protocols and efficiency standards (or reaffirm existing protocols and standards) for steam generating equipment that will be adhered to for the balance of the contract term.

Chilled Water Service:

The O&M CONTRACTOR will provide chilled water at 42° F and 100 psig to the CCC Point(s) of Delivery. Chilled water will be returned by the customers at 57° F. Chilled water shall be provided 24 hours per day 7 days per week during the chilling season (as defined by CRDA) and at other times as may be needed by

the CCC or other customers of the CUP. Any required outages of the chilled water system will be coordinated with the customers of the CUP.

Within the first 30 days of commencing this O&M agreement the O&M CONTRACTOR and CRDA will establish operating protocols and efficiency standards (or reaffirm existing protocols and standards) for chilled water system components that will be adhered to for the balance of the contract term

NOTE: The current HVAC vendor for the CUP is TRANE. CRDA has a full service agreement with TRANE, which expires 09-30-2025, for the chillers.

Basic Services:

The Basic Services portion of this requirement is intended to encompass performance of all services to:

- Operate the facilities on a 24 x 7 basis
- Provide watch standing personnel per Exhibit C
- Perform all service calls and repairs issued by the CCC as service calls
- Perform preventive and corrective maintenance and certification in accordance with manufacturers recommendations
- Provide the services to manage the work at the CUP
- Maintain accurate logs of all equipment operation.
- Maintain accurate logs of all energy flows into and out of the CUP including daily readings of electricity, natural gas, fuel oil and water usage and daily production of steam and hot water delivered to the CUP and the customers. This will be maintained in enough detail for the CRDA management to accurately apportion the costs of production.
- Perform project planning and cost estimating of all additional repair work or new work related to the CUP requested by CRDA as part of basic services
- Review and update Standard Operating Procedures for CUP equipment included in the attached Scope on an annual basis
- Review and update Preventative Maintenance Schedules in accordance with equipment manufacturer recommendations, good industry practices, and operating experience for CUP equipment included in the attached Scope on an annual basis
- Attend coordination meetings with CRDA to plan and coordinate maintenance.

- Establish a disaster recovery site remote from the CCC
- Create and publish to the CCC Director of Engineering, CRDA, and the CUP customers and its staff. O&M CONTRACTOR's procedure for handling emergency calls from the CUP. This document shall contain the names and phone numbers of those individuals who are "on-call" so that in the event of an emergency, the CUP customers, the Director of Engineering and his staff shall be able to contact that individual directly and immediately.

The maintenance of chillers, meters, switchgear and controls will be contracted by CRDA outside the scope of this Agreement. Contractor will, however, provide oversight of these contracts for CRDA under the existing scope.

The Basic Services portion of this O& M Contract will be performed on a fixed price basis as bid on the attached pricing sheets, Exhibit C.

Additional Services:

Additional services shall be defined as repair or overhaul services beyond the scope of preventative maintenance as defined in the manufacturer's recommendations.

The O&M CONTRACTOR will, when authorized by CRDA, perform additional services on a cost plus basis. Mark ups for labor and materials will be as bid on the attached pricing sheet, Exhibit C.

Contract Start:

The O&M CONTRACTOR shall assume full responsibility for normal operations and maintenance of all CUP systems and equipment at the beginning of the contract term; hence, the O&M CONTRACTOR shall provide a work force that is fully qualified and capable of performing all work required under this contract at this time.

Contract Phase-Out Inspection:

On a date not later than sixty (60) calendar days prior to the expiration of the contract, the CRDA or its designee and the O&M CONTRACTOR shall make a complete and systematic joint inspection of the Contractor's areas, CRDA furnished equipment, mechanical rooms, and building systems and equipment covered by this contract. The CRDA and the O&M CONTRACTOR shall identify all deficiencies other than normal wear and tear that need to be corrected by the O&M CONTRACTOR before the expiration of this contract

GENERAL RESPONSIBILITIES:

The O&M CONTRACTOR will for the term of the contract:

- Provide sufficient qualified personnel to perform the Work.
- Furnish the services of all business and project managers, supervisors, and other personnel to manage and control the Work.
- Assure that the Plant is operated and maintained in full compliance with all applicable federal, state and local laws, codes, standards and regulations, as well as good engineering practice.
- Furnish or cause to be furnished, and maintain in force insurance in the types and amounts set forth.
- Coordinate insurance inspections in accordance with State of Connecticut regulations.
- Furnish the services of administrative, operating, maintenance and technical personnel for the commissioning, start-up and commercial operation and maintenance of the Plant.

Reporting Responsibilities:

The O&M CONTRACTOR shall provide monthly reports which shall include but not be limited to produced energy quantities, fuel and consumables usage, chiller and boiler operating efficiency, safety and incident reports, outages, planned outages, climatic statistics, monthly and prior year comparative data and maintenance. O&M CONTRACTOR shall also provide a comprehensive annual report regarding cumulative data on the above, projected fuel use, and projected outage and maintenance schedules. The annual report shall also include O&M CONTRACTOR's recommendations regarding Facility capital improvements, and improvements in the efficient, safe and reliable operation of the Facility.

Procurement Responsibilities:

Procurement refers to those activities which begin with the identification of a need for goods or services and conclude with supply of the specific equipment, materials or services. The O&M CONTRACTOR's procurement responsibilities include the following tasks:

- Use of qualified and CRDA approved vendors and subcontractors.

- Arrange vendor representatives for equipment and instrument installation, commissioning, and startup, as required.

- Provide procurement services for required spare parts, consumables and services, including all required repair maintenance and overhauls by outside vendors for CUP as part of Basic Services.

Efficiency and Reliability Requirements:

CRDA expects the O&M CONTRACTOR to implement and complete all reasonable efficiency enhancing and cost reduction measures that are mutually agreeable to the parties in the operation and maintenance of the Facility. Measures that are implemented by the O&M CONTRACTOR should achieve the highest practicable energy and cost savings at the CUP. CRDA expects that efficient operation of the Facility by the CONTRACTOR will yield reliable, high quality energy at the lowest reasonable cost.

Maintenance Responsibilities:

The Plant is to be maintained through a combination of preventive maintenance, corrective maintenance and scheduled overhauls throughout the duration of the Agreements.

All maintenance and overhauls will, at a minimum, be in accord with manufacturer's guidance to maximize the anticipated equipment life and reliability. Maintenance and overhaul planning will be considered Basic Services. Outside vendor support of overhauls will be considered as Additional Services.

Equipment is to be operated in a manner that will maximize life and reliability. No equipment is to be operated beyond nameplate

parameters. Operating and maintenance logs are to be available for CRDA to review at all reasonable times during the Term of the Agreements.

Water Treatment Program:

The water treatment program for the CUP will be contracted by CRDA outside the scope of this Agreement. Contractor will, however, coordinate and provide oversight of the water treatment vender for CRDA under the existing scope of this Agreement. The water treatment vender in consultation with CRDA shall develop a complete water treatment program for the systems listed below.

(1) Condensate systems
(2) Boilers
(3) Hot Water Heating Systems
(4) Chilled water systems
(5) Condenser water systems
(6) Piping Coupons

The water treatment program and services shall be specifically formulated for each type of system, according to the recommendations of a chemist, laboratory, or firm that specializes in the water treatment field. CRDA will be responsible for the cost of the water treatment system including chemicals, testing and outside service companies' expense.

Daily checks of each water system will be made by the O&M CONTRACTOR. Logs will be kept of chemical tests, dosages and consumptions and presented monthly to CRDA.

NOTE: The current water treatment vendor for the CUP is Barclay Company. CRDA is in year two of a three-year contract with Barclay.

Monthly Coordination Meetings:

Monthly coordination meetings shall be held throughout the duration of the contract in order to plan and coordinate maintenance and operation issues. As a minimum, the CRDA and O&M CONTRACTOR on-site Project Manager shall attend these meetings. The O&M CONTRACTOR shall set the agenda and provide minutes of the meetings.

Warranties:

The O&M CONTRACTOR shall serve as the point of contact and coordinate all CUP equipment related warranty issues. The O&M CONTRACTOR shall be fully responsible to execute all warranties that are related to equipment in their scope of work and to keep CRDA advised in writing of any warranty issues in dispute by the manufacturer. If the O&M CONTRACTOR has difficulties in enforcing warranties with a specific manufacturer, CRDA will attempt to help the O&M CONTRACTOR resolve disputes with the manufacturer. Should the contractor's action nullify a warranty, the O&M CONTRACTOR shall assume responsibility for all systems, equipment, and related work until the warranty expires.

Utilities:

Utilities will be provided from existing outlets at no cost to the O&M CONTRACTOR. Utilities are limited to electricity, sewerage, water, heat, air conditioning, a cell phone, local telephone service, and network/internet access.

Fuels:

CRDA will provide all fuels associated with utilities heating and cooling, emergency generators, etc. The O&M CONTRACTOR shall notify CRDA in writing when the level of fuel in any tank reaches 50% of full capacity. The O&M CONTRACTOR shall be responsible for acceptance of the fuel and delivering the fuel to the applicable item of equipment.

Maintenance Spares and Consumables:

Within the first 60 days of the commencement of the term of this contract the O&M CONTRACTOR and CRDA will establish a list of consumables and spare parts by type and quantity that will be maintained at the CUP for the duration of the contract. It will be part of the Basic Services portion of this contract for the O&M CONTRACTOR to purchase on behalf of Owner and maintain this inventory of spares.

The expense for all parts and consumables purchased by the O&M CONTRACTOR for the CUP will be reimbursed by the CRDA at cost in a timely manner.

At the completion of this contract the spare parts inventory will be required to be full and complete.

Hand Tools, Cleaning and Office Supplies:

The O&M CONTRACTOR, at his own expense, shall maintain at the site a full complement of hand tools, cleaning and office supplies necessary to fulfill the Basic Services portion of this agreement. The contractor will be required to provide any offsite computer equipment necessary to remotely read and control the plant via the CUP's existing Siemens control system.

Drawings:

Any and all drawings and/or schematics developed by the O&M CONTRACTOR for any of the equipment, systems, or subsystems covered by the contract shall become the property of CRDA, a reproducible copy of which shall be supplied to CRDA upon completion. In addition, the O&M CONTRACTOR shall update as-built drawings of current CRDA facility drawings to reflect any changes resulting from repair work within 5 business days after the changes occur.

Personal Protective Equipment:

The O&M CONTRACTOR shall supply proper employee protective clothing, footwear, gloves, head gear, ear plugs, safety eye wear (not prescription lenses), etc., as required for the maintenance tasks required under this contract.

Uniforms:

The O&M CONTRACTOR shall furnish the required uniforms (shirt, long pants) with the Contractor's and employee's name permanently attached to the shirt. Uniforms (color and type) shall be accepted by CRDA. All O&M CONTRACTOR personnel performing under the contract shall wear the accepted uniforms at all times while on duty beginning with the first day of employment. Additionally, these uniforms shall be worn in a manner that they present neat and orderly appearance at the beginning of each work day

Warranty of Services:

The O&M CONTRACTOR shall warrant all workmanship, materials, equipment, and services provided under the terms of this contract for a minimum of one year or the manufacturer's period of warranty, whichever is longer, from the date of CRDA acceptance of work. Any rework or repair due to poor workmanship will be at the O&M CONTRACTOR's expense.

Safety Training:

The O&M CONTRACTOR will develop a comprehensive safety training program for the CUP and provide training to CUP employees in safety training including but not limited to lockout–tagout, confined space entry, hazardous materials, refrigerant certifications etc.

Personnel Requirements

The O&M CONTRACTOR shall provide adequate numbers of qualified personnel to assure satisfactory performance of the services required by this contract. The O&M CONTRACTOR shall adhere to any special certification, licenses, or training requirements required by Federal, State or Local Jurisdictions. The O&M CONTRACTOR shall submit evidence of personnel qualifications to CRDA for review and shall receive written acceptance by CRDA prior to personnel being assigned to the contract. In addition, CRDA may prevent a Contractor employee from performing duties under this contract until the Contractor has substantiated his/her qualifications. Resumes of all personnel shall be provided during the phase-in period and subsequently any replacement personnel resumes shall be provided to CRDA for approval/consideration at least fourteen (14) days in advance of when the Contractor wants the employee to begin work. All replacement personnel shall meet or exceed all of the original personnel qualification requirements.

The O&M CONTRACTOR will be required to perform background checks of all employees of the CUP prior to employment including drug testing and present the results of background checks and drug testing to CRDA at least fourteen (14) days in advance of when the Contractor wants the employee to begin work.

Training Requirements

The O&M CONTRACTOR shall conduct the following training for Contractor personnel. Documentation of all training completed shall be submitted to CRDA on an annual basis.

Safety Training

The O&M CONTRACTOR shall conduct safety meetings with Contractor employees to ensure compliance with all safety rules, directives and regulations.

Lockout/Tag out Training

The O&M CONTRACTOR shall ensure all personnel performing lockout/tag out (LO/TO) of energy sources are fully trained and the procedures for lockout/tag out are in accordance with 29 CFR 1910.147. Documented procedures for LO/TO must be adhered to.

Respiratory Protection Training

The O&M CONTRACTOR shall develop and maintain a respiratory protection program in accordance with 29 CFR 1910.134.

Sexual Harassment and Equal Employment Opportunity Training

All O&M CONTRACTOR personnel shall receive specific training on prevention of sexual harassment and Federal equal employment opportunity regulations and laws for the work place.

Safety

All work shall be conducted in a safe manner in accordance with Occupational Health and Safety (OSH) regulations 29 CFR 1910 and 29 CFR 1926. The O&M CONTRACTOR employees shall wear the required Personal Protective Equipment (PPE), including, but not limited to, safety shoes, and head, ear, and eye protection when and where required. It is the Contractor's responsibility to provide employees with PPE and to replace worn or defective equipment as required by Federal and State Occupational Safety and Health Agency (OSHA) standards.

EXHIBIT C

FEES AND REIMBURSABLES
(Connecticut Convention Center CUP - Pricing Sheet)

1. Base Contract Management, Overhead, and Staffing Costs: [redacted]

This will be a fixed fee, payable monthly for management services. Operations and Maintenance Staff at the CUP will provide 7 days per week coverage according to the following Schedule 1. In this fixed fee, the contractor should include all costs for management, supervision, overheads, contract administration fees, insurance, profit, wages, benefits, fringes, overtime, vacation and personal time, etc. that may be required. Any escalations over the term of the contract must be specified. Nothing in this contract shall preclude the parties from entering good faith negotiations for alternate base service rates that reflect additional or reduced staff coverage and/or the automation of the CUP.

Schedule 1

O&M Staff	Shifts
Supervisor	Monday – Friday (7:00 am to 3:30 pm)*
Operator 1	Monday – Wednesday (12:00 pm – 10:00 pm) Sunday (10:00 am – 8:00 pm)
Operator 2	Wednesday – Friday (12:00 pm – 10:00 pm) Saturday (10:00 am – 8:00 pm)

* With CRDA's prior written approval, the Supervisor's eight-hour shifts may be adjusted on a weekly basis; provided, however, that such adjustment shall always produce a workweek of forty (40) hours.

2. Shift Flexibility: When requested by the convention center manager, NEMSI shall adjust the personnel shifts put forth in Schedule 1 to provide staffing at the CUP according to the needs of Planned Events. As a result of such request, an employee's shift adjustments shall not produce a workweek greater than forty (40) hours. NEMSI shall be given not less than forty-five (45) days' notice prior to the required personnel adjustment.

3. Base Services Escalator: [redacted]

4. Emergency Call Out Services: [redacted] As part of the Base Services Staffing Costs, the O&M Contractor will be required to respond to emergency service calls 24 hours per day 7 days per week within 60 minutes with a fully trained and equipped service technician who is familiar with the CUP. Any escalations over the term of the contract must be specified.

5. Emergency Call Out Services Escalator: [redacted]

6. **Additional Services Rate Schedule**:

◊ Procurement Services for repairs and replacement of equipment beyond the manufacturers recommendations . . . . . [redacted]
◊ Engineering Support . . . . . [redacted]
◊ Electrician . . . . . [redacted]

7. **Additional Services Cost Escalator:** [redacted]

8. **Service Markups**: [redacted] The O&M Contractor must specify any mark-ups that he will charge on goods and services procured and/or managed on behalf of CRDA.

9. **Response Times**:

The response times for coverage required outside of the above Schedule 1 and for emergency services are as follows:

Remote Dial In: Response time shall not exceed thirty (30) minutes for the time the alarm is received.

Standard Alarms On-site Response: response time shall not exceed ninety (90) minutes from the time the alarm is received.

Critical alarms On-site Response: on site arrival shall not exceed sixty (60) minutes from time alarm received (no dial-up necessary)

The above-entitled response categories are defined in the Alarm List attached and incorporated herein as Exhibit F.

10. **Response Time Charges:**

Remote Dial In: One-Hour minimum

On-site Response: Hours worked portal to portal.

EXHIBIT D

ENVIRONMENTAL RESPONSIBILITIES

Hazardous Waste Management

The O&M CONTRACTOR shall conduct all operations in a manner that reduces or eliminates the generation of waste; and shall reuse, reclaim, or recycle material to the maximum extent possible; and shall manage and dispose of hazardous waste in accordance with specific State Regulations and current EPA guidance. Hazardous wastes are solid wastes that meet the definition of a hazardous waste in 40 CFR 261. These may include, but are not limited to, PCBs (primarily in light ballasts); lead and lead-contaminated debris; solvents and solvent-contaminated rags; spent lithium, mercury and alkaline batteries; and fluorescent light bulbs.

Less-than-30-Day Accumulation Site

The O&M CONTRACTOR shall not store hazardous waste on site longer than 30 days. Hazardous wastes generated by the performance of this contract shall accumulate in limited quantity at the site for up to 30 days until the waste can be picked up by a Contractor qualified to dispose of hazardous waste. The O&M CONTRACTOR shall designate a Site Manager who shall inspect the Accumulation Site, at least weekly, to ensure all requirements of the Hazardous Waste Management Plan are being met.

Water Treatment Chemicals

The O&M CONTRACTOR shall maintain an inventory of water treatment chemicals in accordance with the needs of the CUP and in compliance with all applicable federal state and local regulations.

Hazardous Waste Disposal

Waste that is generated by the O&M CONTRACTOR in performance of this contract shall be picked up from the designated storage site(s) and transported to disposal facilities and discarded in accordance with all applicable local, state, and Federal laws. This waste shall be disposed at the O&M Contractor's expense. Documentation showing the date, commercial firm performing the disposal, and method of disposal shall be maintained a minimum of five years and made available to CRDA upon request.

Spill Reporting

The O&M CONTRACTOR shall notify CRDA immediately when any amount of hazardous material or waste is released to the environment or if a spill occurs.

General Trash and Recyclable Items

The O&M CONTRACTOR shall provide all waste removal services to include all hazardous and non-hazardous wastes. These wastes shall be disposed of off-site in accordance with all state and local laws.

The O&M CONTRACTOR shall recycle their own consumable used such as high-grade white paper, aluminum cans, junk mail, cardboard, plastic glass bottles, tin cans, toner cartridges and newspapers.

Air Emissions

The air emission standards in the performance of work are described below.

Refrigerants

The O&M CONTRACTOR shall follow all regulations and practices for service methods, technician, systems, and recovery equipment certification, disposal of equipment and appliances, and record keeping in accordance with 40 CFR 82.

Inventory of Refrigerants

The O&M CONTRACTOR shall develop a Refrigerant Management Plan in accordance with Federal regulations for the review and approval of CRDA (within 60 days after contract award) The O&M CONTRACTOR shall, in coordination with the CRDA designee, produce any records or documentation for CRDA, State or EPA inspectors as required to validate EPA compliance. In addition, the O&M CONTRACTOR shall provide a log of all refrigerant usage to CRDA as part of the monthly progress report. The O&M CONTRACTOR shall enter data into the database any time:

(1) a leak is detected,
(2) 30-day verification inspection is performed indicating refrigerant is not leaking,
(3) refrigerant is added, or
(4) refrigerant is removed.

Reclamation of Refrigerants

The O&M CONTRACTOR shall use certified evacuation and recovery equipment in the reclamation of refrigerants. Refrigeration equipment turned in for disposal shall be completely emptied of refrigerants and labeled in accordance with State and EPA regulations. Proper documentation shall be maintained for each piece of refrigeration equipment prepared for disposal.

Accountability for Refrigerants

The O&M CONTRACTOR shall account for all refrigerants used. Audits of on-hand refrigerants refrigerant logs shall be periodically conducted by CRDA to verify that all refrigerants can be properly accounted for.CRDA shall be immediately notified when refrigerants have been released into the environment or cannot be accounted for by the O&M CONTRACTOR. The accountability records of refrigerants shall be provided to CRDA at contract close out.

Hazardous Materials Management

Emergency Planning and Community Right-to-Know Act (EPCRA)

The O&M CONTRACTOR shall maintain records of all hazardous materials brought onsite. The supporting records shall be maintained for a period of five years for auditing purposes. These records shall include a Material Safety Data Sheet (MSDS) for each hazardous material as well as the following information:

(1) Maximum amount of the material onsite on any one day of the year.
(2) Average amount of the material stored onsite.
(3) Quantity of material used during the calendar year.
(4) Type of container used to store the hazardous material.
(5) Storage location of the hazardous material.

Hazardous Materials Storage

The O&M CONTRACTOR shall store hazardous materials in accordance with guidance contained in 40 CFR 260-270. The O&M CONTRACTOR shall limit quantity of hazardous materials to a 30-day supply wherever possible and shall purchase only required amounts of hazardous materials for Work Orders. Flammable lockers shall be used for storage. Containers of hazardous materials shall be tightly sealed when not in use. Housekeeping shall be strictly enforced. Storage areas and lockers shall be maintained in a neat and orderly manner.

Environmental Compliance

The O&M CONTRACTOR shall comply with all applicable Federal, State, and local environmental regulations and permits.

EXHIBIT E

QUALITY CONTROL PLAN (QCP)

The O&M CONTRACTOR shall implement a Quality Control Program (QCP) to assure the performance standards in this contract are being consistently met or exceeded. The written Quality Control Plan should assess all aspects of the Contractor's building operations and procedures. The plan shall also describe how the O&M CONTRACTOR will utilize quality control to foster optimum customer service. The O&M CONTRACTOR shall submit the QCP within the first 60 days of the Contract Term. The QCP shall include the following:

Inspection System

The O&M CONTRACTOR shall maintain an up-to-date QCP throughout the term of this contract that is acceptable to CRDA. The program shall include but is not limited to an inspection system which is tailored to the specific buildings and equipment covered under the terms of this contract and which covers all services specified. The O&M CONTRACTOR shall devise a monthly inspection schedule and checklists to be used by on-site staff and corporate/executive personnel in regularly scheduled and unscheduled QCP inspections. The Schedule shall identify what equipment will be checked and the checklist shall identify what items will be inspected on each type of equipment as the checks are being performed. Once completed, the checklist used shall be signed and dated by the inspector at the time that the inspection is completed. All QCP inspections shall be available to CRDA at all times.

QCP Personnel

The O&M CONTRACTOR shall identify all on-site personnel who will be performing routine QCP inspections by name, title, and type of inspection each is authorized to perform.

QCP Documentation

The O&M CONTRACTOR shall maintain and make available to CRDA complete records of all inspection work performed. A hard copy of all QCP inspection reports shall be submitted to CRDA by the Monday (Close of Business) immediately following the inspection.

Annual Executive Quality Control Inspection

The O&M CONTRACTOR shall cooperate with CRDA or its designee in a quality control inspection of the operations at the CUP annually. A report of the findings from the annual QC inspection shall be provided to CRDA along with proposed corrective actions not later than 15 days after completion of each inspection.

C•R•D•A
Capital Region
Development Authority

100 Columbus Boulevard
Suite 500
Hartford, CT 06103-2819
Tel (860) 527-0100
Fax (860) 527-0133
www.crdact.net

June 30, 2026

ELECTRONIC MAIL
[redacted]

[redacted]
Vice President/General Manager
EMCOR/New England Mechanical Systems, Inc.
166 Tunnel Road
Vernon, CT 06066-7701

Re: Extension of O&M Agreement - Central Utility Plant at the CTCC & Notice of Intent to issue a Request for Proposals ("RFP")

Dear [redacted]

The Capital Region Development Authority (the "Authority") and Emcor/New England Mechanical Systems, Inc. ("NEMSI") are parties to that certain Operations and Maintenance Service Agreement dated July 1, 2021 relating to the central utility plant at the Connecticut Convention Center, as amended (the "O&M Agreement"). Capitalized terms used herein and not defined shall have the meanings ascribed in the O&M Agreement.

As you are aware, the O&M Agreement is scheduled to terminate on June 30, 2026. The Authority finds is desirous to extend the O&M Agreement for six (6) additional months in order for an RFP process to be completed by the Authority's staff (the "Extension Agreement").

Accordingly, upon execution and delivery of this letter agreement, the parties hereto shall thereupon agree that the O&M Agreement is hereby modified as follows:

1. The term of this Extension Agreement shall be Six (6) months, ending on December 31, 2026.

2. As consideration for the services provided by NEMSI under this Extension Agreement, the Authority shall pay NEMSI the Fees set forth Exhibit C-1 (attached hereto and incorporated herein). The fees and reimbursables shall be paid on the last day of each calendar month. The Authority shall pay other amounts that NEMSI may earn or be entitled to under this Extension Agreement within twenty (20) days of receipt of invoice. In the event of a significant change in usage by the end-users of the CUP, Exhibit C-1 shall be amended as mutually agreed upon by the parties hereto.

By signing below, you agree to the modification of the O&M Agreement set forth in this letter. In all other ways, the O&M Agreement remains unchanged and is hereby ratified and confirmed.

Very truly yours,

CAPITAL REGION
DEVELOPMENT AUTHORITY

By: [redacted]
Deputy Director & General Counsel

Accepted and agreed to
as of the date above:

Emcor/New England Mechanical Services, Inc.

BY: [redacted] Date: 6/30/2026
Vice President/General Manager

EXHIBIT C-1

FEES AND REIMBURSABLES
(Connecticut Convention Center CUP - Pricing Sheet)

1. Base Contract Management, Overhead, and Staffing Costs: [redacted]

This will be a fixed fee, payable monthly for management services. Operations and Maintenance Staff at the CUP will provide 7 days per week coverage according to the following Schedule 1. In this fixed fee, the contractor should include all costs for management, supervision, overheads, contract administration fees, insurance, profit, wages, benefits, fringes, overtime, vacation and personal time, etc. that may be required. Any escalations over the term of the contract must be specified. Nothing in this contract shall preclude the parties from entering good faith negotiations for alternate base service rates that reflect additional or reduced staff coverage and/or the automation of the CUP.

Schedule 1

O&M Staff	Shifts
Supervisor	Monday – Friday (7:00 am to 3:30 pm)*
Operator 1	Monday – Wednesday (12:00 pm – 10:00 pm) Sunday (10:00 am – 8:00 pm)
Operator 2	Wednesday – Friday (12:00 pm – 10:00 pm) Saturday (10:00 am – 8:00 pm)

* With CRDA's prior written approval, the Supervisor's eight-hour shifts may be adjusted on a weekly basis; provided, however, that such adjustment shall always produce a workweek of forty (40) hours.

2. Shift Flexibility: When requested by the convention center manager, NEMSI shall adjust the personnel shifts put forth in Schedule 1 to provide staffing at the CUP according to the needs of Planned Events. As a result of such request, an employee's shift adjustments shall not produce a workweek greater than forty (40) hours. NEMSI shall be given not less than forty-five (45) days' notice prior to the required personnel adjustment.

3. Base Services Escalator: [redacted]

4. Emergency Call Out Services: [redacted] As part of the Base Services Staffing Costs, the O&M Contractor will be required to respond to emergency service calls 24 hours per day 7 days per week within 60 minutes with a fully trained and equipped service technician who is familiar with the CUP. Any escalations over the term of the contract must be specified.

5. Emergency Call Out Services Escalator: [redacted]

6. **Additional Services Rate Schedule**:

◊ Procurement Services for repairs and replacement of equipment beyond the manufacturers recommendations . . . . . [redacted]
◊ Engineering Support . . . . . .
◊ Electrician . . . . . .

7. **Additional Services Cost Escalator:** [redacted]

8. **Service Markups**: [redacted] - The O&M Contractor must specify any mark-ups that he will charge on goods and services procured and/or managed on behalf of CRDA.

9. **Response Times**:

The response times for coverage required outside of the above Schedule 1 and for emergency services are as follows:

Remote Dial In: Response time shall not exceed thirty (30) minutes for the time the alarm is received.

Standard Alarms On-site Response: response time shall not exceed ninety (90) minutes from the time the alarm is received.

Critical alarms On-site Response: on site arrival shall not exceed sixty (60) minutes from time alarm received (no dial-up necessary)

The above-entitled response categories are defined in the Alarm List attached and incorporated herein as Exhibit F.

10. **Response Time Charges:**

Remote Dial In: One-Hour minimum

On-site Response: Hours worked portal to portal.

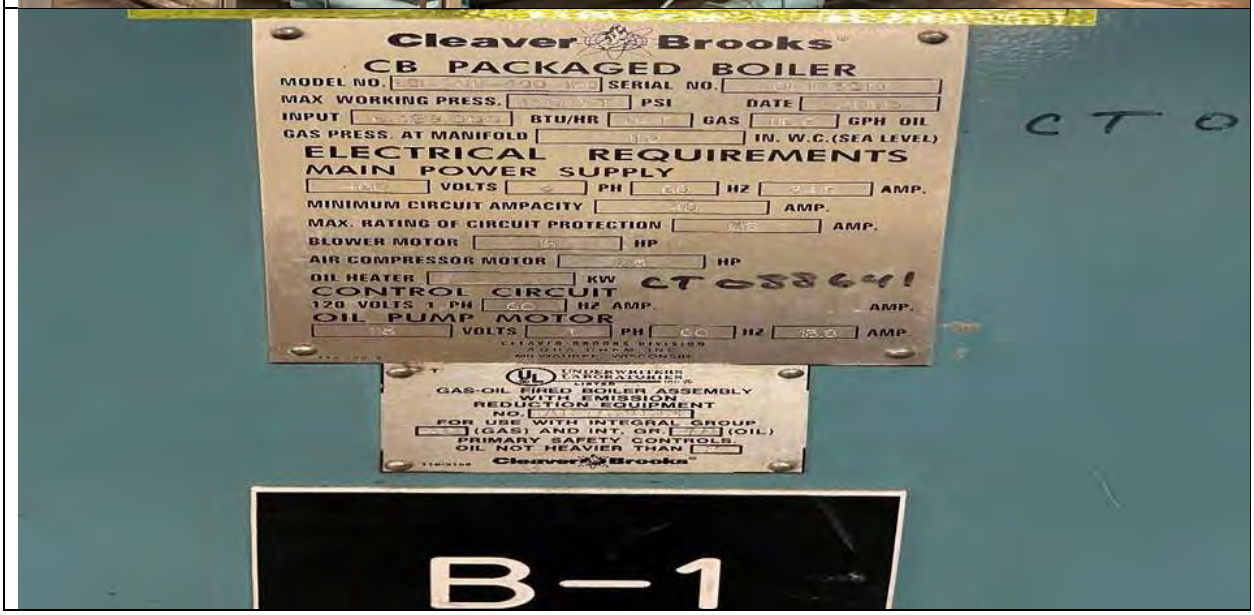
Asset #	Asset Description	Manufacturer	Model #	Serial #	Mfr Date	Hours	Budget Pricing
BL1	Boiler 400HP	Cleaver Brooks	CB1-200-400-150	0L103219	2003		1,300,000.00
BL2	Boiler 600HP	Cleaver Brooks	CB1-200-600-150	0L103217	2003		1,600,000.00
BL3	Boiler 600HP	Cleaver Brooks	CB1-200-600-150	0L103218	2003		1,600,000.00
CH1	Chiller 1200 Ton Absorbtion	Trane	ABTF120GLM0L	L03L07727	2003		2,500,000.00
CH2	Chiller 1200 Ton R-123	Trane	CVHF1280	B2T711A	2003		1,500,000.00
CH3	Chiller 800 Ton R-123	Trane	CVHF091	L03K07630	2003		1,275,000.00
Air Comp 1	Air Compressor 120 Gal 5HP	Powerex	TD0504C2	N/A	2004	10801/04907	65,000
Air Comp 2	Air Compressor 120 Gal 3HP	Powerex	TD0304C2	N/A	2004	11049/11519	65,000
CHWP 1	Variable Frequency Drive 100HP	ABB	ACH401610035+HOAE000	2042600125	2003		95,000
CHWP 2	Variable Frequency Drive 100HP	ABB	ACH401610035+HOAE000	2042600127	2003		95,000
CHWP 3	Variable Frequency Drive 100HP	ABB	ACH40161003+HOAE000	2042600126	2003		95,000
CHWP 4	Variable Frequency Drive 10HP	ABB	ACH401600935+BOAE000	2041300949	2004		25,000
CHWP 4	Variable Frequency Drive 30HP	ABB	ACH550-VCR-045A-4+F267	2141001408	2014		45,000
CHWP 7	Variable Frequency Drive 20HP	ABB	ACH550-VCR-031A-4+F267	2141001423	2014		30,000
CHWP 10	Variable Frequency Drive 7.5HP	ABB	ACH401600635+BOAE0000	2041300948	2004		15,000
CHWP 11	Variable Frequency Drive 150HP	ABB	N/A	N/A	2004		150,000
CHWP 11	Variable Frequency Drive 150HP	ABB	N/A	N/A	2004		150,000
CT-1S	Cooling Tower Variable frequency Drive 50HP	ABB	ACH550-UH-072A-4	N/A	N/A		85,000
CT-1A	Cooling Tower Variable frequency Drive 50HP	ABB	ACH550-UH-072A-4	2093300949	2009		85,000
CT-2S	Cooling Tower Variable frequency Drive 20HP	ABB	ACH550-UH-072A-4	2162705025	2016		32,000
CT-2A	Cooling Tower Variable frequency Drive 20HP	ABB	ACH550-UH-072A-4	2152004228	2015		32,000
CT-3S	Cooling Tower Variable frequency Drive 20HP	ABB	ACH550-UH-072A-4	2161102159	2016		32,000
CT-3A	Cooling Tower Variable frequency Drive 20HP	ABB	ACH550-UH-072A-4	N/A	N/A		32,000

EMCOR Services
New England Mechanical

CRDA | Capital Region Development Authority

ASSET ASSESSMENT REPORT

Asset # B-1
Make Cleaver Brooks
Model # CBI-200-400-150
Serial # 0L103219



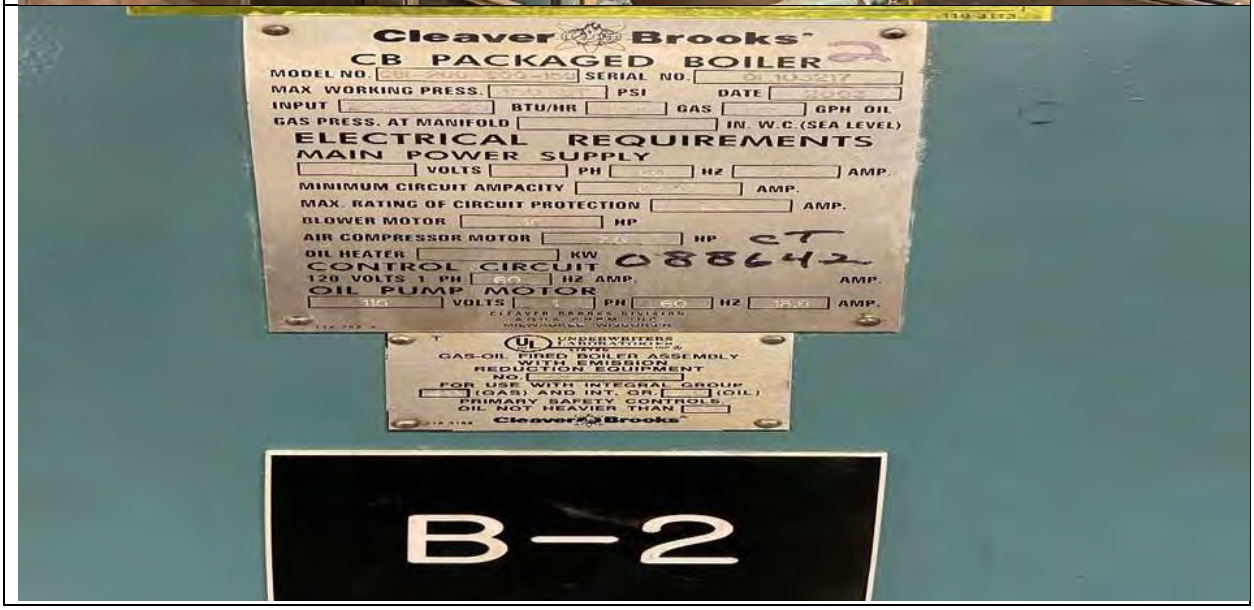
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Make
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Model #
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Serial #
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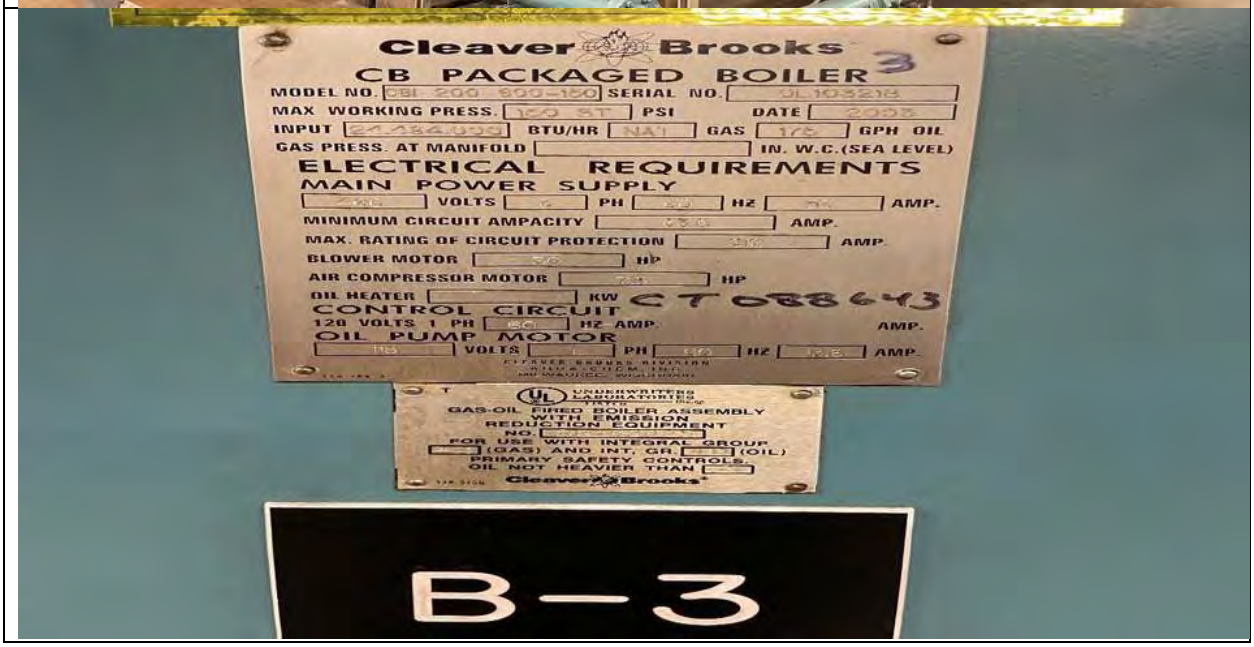
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Make
Cleaver Brooks

Model #
CBI-200-600-150

Serial #
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Asset #
CH-1

Make
Trane

Model #
ABTF120GLM0L

Serial #
L03L07727



TRANE HORIZON(TM) ABSORPTION SERIES
TWO-STAGE ABSORPTION LIQUID CHILLER

CATALOG MODEL NUMBER : ABTF1200
DATE OF MFG (DD/MM/YY): 05-11-03
SERVICE MODEL NUMBER
ABTF120GJM0LXXXXXAKBGAVAMAKEBFSCDCAXBXXAAAXXAX0110
S.O. NUMBER UNIT SERIAL NUMBER
B2T710A L03L07727

MAXIMUM INLET STEAM PRESSURE: 140 PSIG

ELECTRICAL CHARACTERISTICS

RATED VOLTAGE:	460 VOLT 60 HRTZ 3 PH
VOLTAGE UTILIZATION RANGE:	414 - 506 VAC
RATED CURRENT:	67.3 AMPS
MINIMUM CIRCUIT AMPACITY:	77.0 AMPS
MAX OVERCURRENT PROTECTIVE DEVICE:	80.0 AMPS
PURGE COMPRESSOR RLA:	4.8 AMPS
CONTROL CIRCUIT:	115 VAC 2000 VA

MOTORS	KW	FLA
PURGE PUMP:	.25	5.7
REFRIGERANT PUMP:	3.7	12.0
ABSORBER SOLUTION PUMP:	7.5	18.0
LOW-TEMP SOLUTION PUMP:	7.5	18.0
HIGH TEMP SOLUTION PUMP:	5.6	19.3

SERVICE LITERATURE
INSTALLATION MANUAL: ABS-IN-11A
OPER / MAINT MANUAL: ABS-M-11A

Asset #
CH-2

Make
Trane

Model
CVHF1280

Serial #
B2T711A





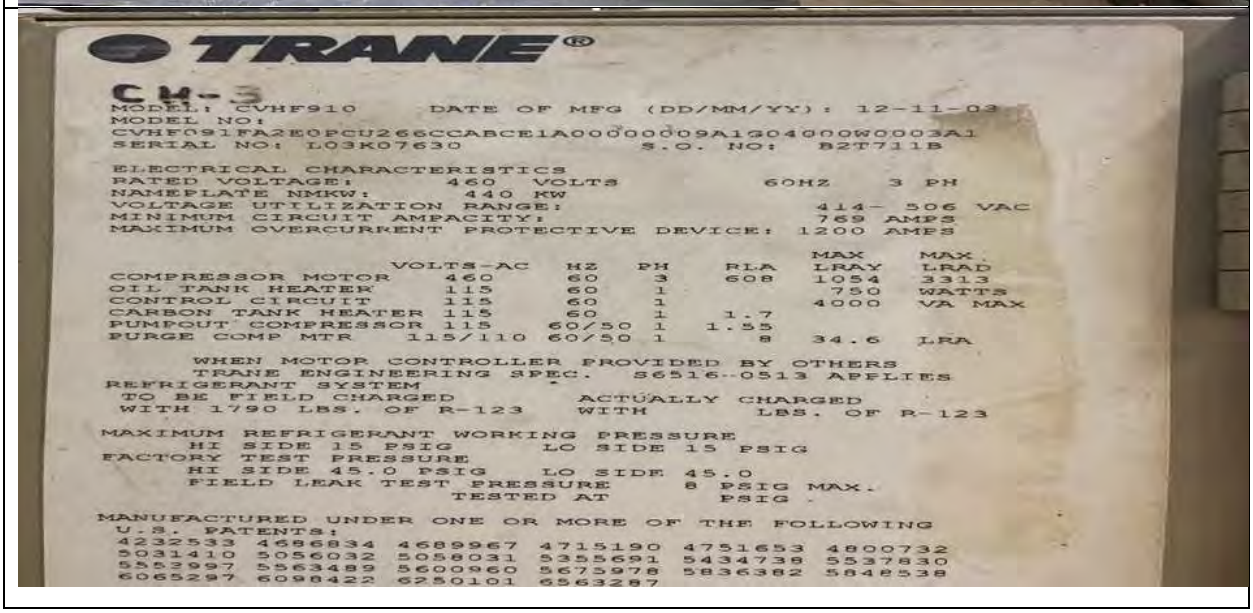
Asset #
CH-3

Make
Trane

Model #
CVHF091

Serial #
L03K07630





TRANE®

CH-3

MODEL: CVHF910 DATE OF MFG (DD/MM/YY): 12-11-03
MODEL NO:
CVHF091FA2E0PCU266CCABCE1A000000009A1204000W0003A1
SERIAL NO: L03K07630 S.O. NO: B2T711B

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RATED VOLTAGE: 460 VOLTS 60HZ 3 PH
NAMEPLATE NMKW: 440 KW
VOLTAGE UTILIZATION RANGE: 414- 506 VAC
MINIMUM CIRCUIT AMPACITY: 769 AMPS
MAXIMUM OVERCURRENT PROTECTIVE DEVICE: 1200 AMPS

	VOLTS-AC	HZ	PH	RLA	MAX LRAV	MAX LRAD
COMPRESSOR MOTOR	460	60	3	608	1054	3313
OIL TANK HEATER	115	60	1		750	WATTS
CONTROL CIRCUIT	115	60	1		4000	VA MAX
CARBON TANK HEATER	115	60	1	1.7		
PUMPOUT COMPRESSOR	115	60/50	1	1.55		
PURGE COMP MTR	115/110	60/50	1	8	34.6	LRA

WHEN MOTOR CONTROLLER PROVIDED BY OTHERS
TRANE ENGINEERING SPEC. S6516-0513 APPLIES
REFRIGERANT SYSTEM
TO BE FIELD CHARGED ACTUALLY CHARGED
WITH 1790 LBS. OF R-123 WITH LBS. OF R-123

MAXIMUM REFRIGERANT WORKING PRESSURE
HI SIDE 15 PSIG LO SIDE 15 PSIG
FACTORY TEST PRESSURE
HI SIDE 45.0 PSIG LO SIDE 45.0
FIELD LEAK TEST PRESSURE 8 PSIG MAX.
TESTED AT PSIG

MANUFACTURED UNDER ONE OR MORE OF THE FOLLOWING
U.S. PATENTS:
4232533 4686834 4689967 4715190 4751653 4800732
5031410 5056032 5058031 5355691 5434738 5537830
5553997 5563489 5600960 5675978 5836382 5848538
6065297 6098422 6250101 6563287

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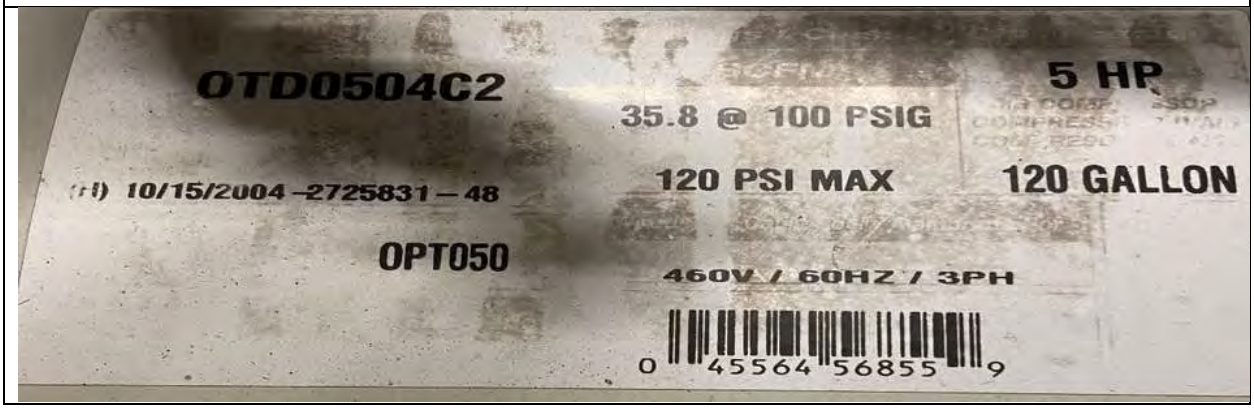
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Model #
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Serial #





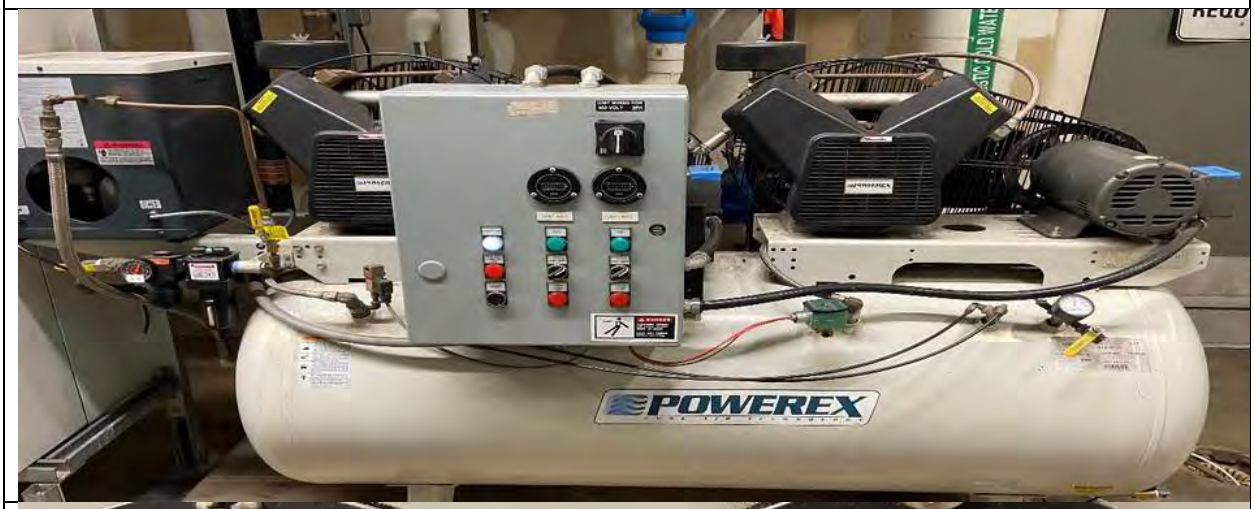


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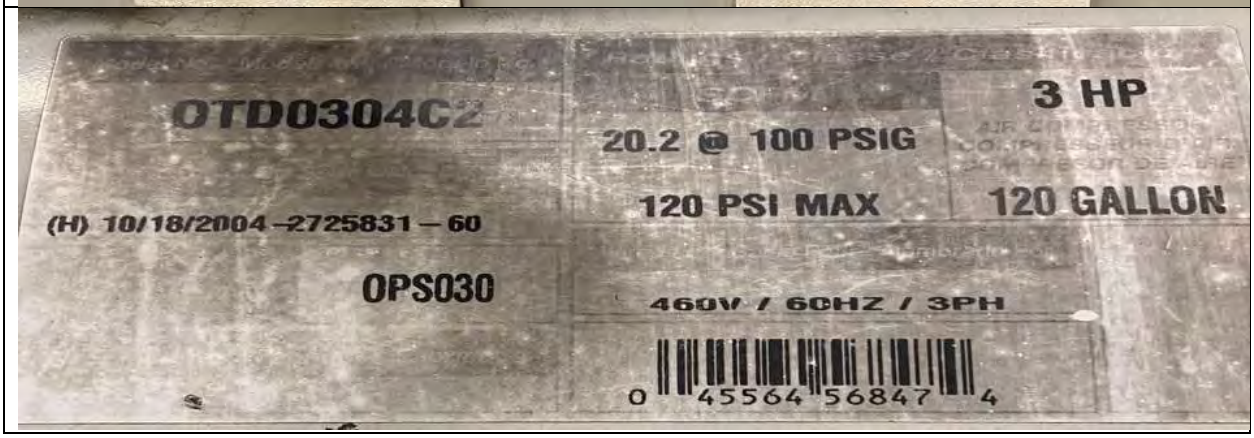
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Model #
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Serial #







Asset #
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Model #
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Serial #
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Asset #
CHWP 2

Make
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Model #
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Serial #
2042600127



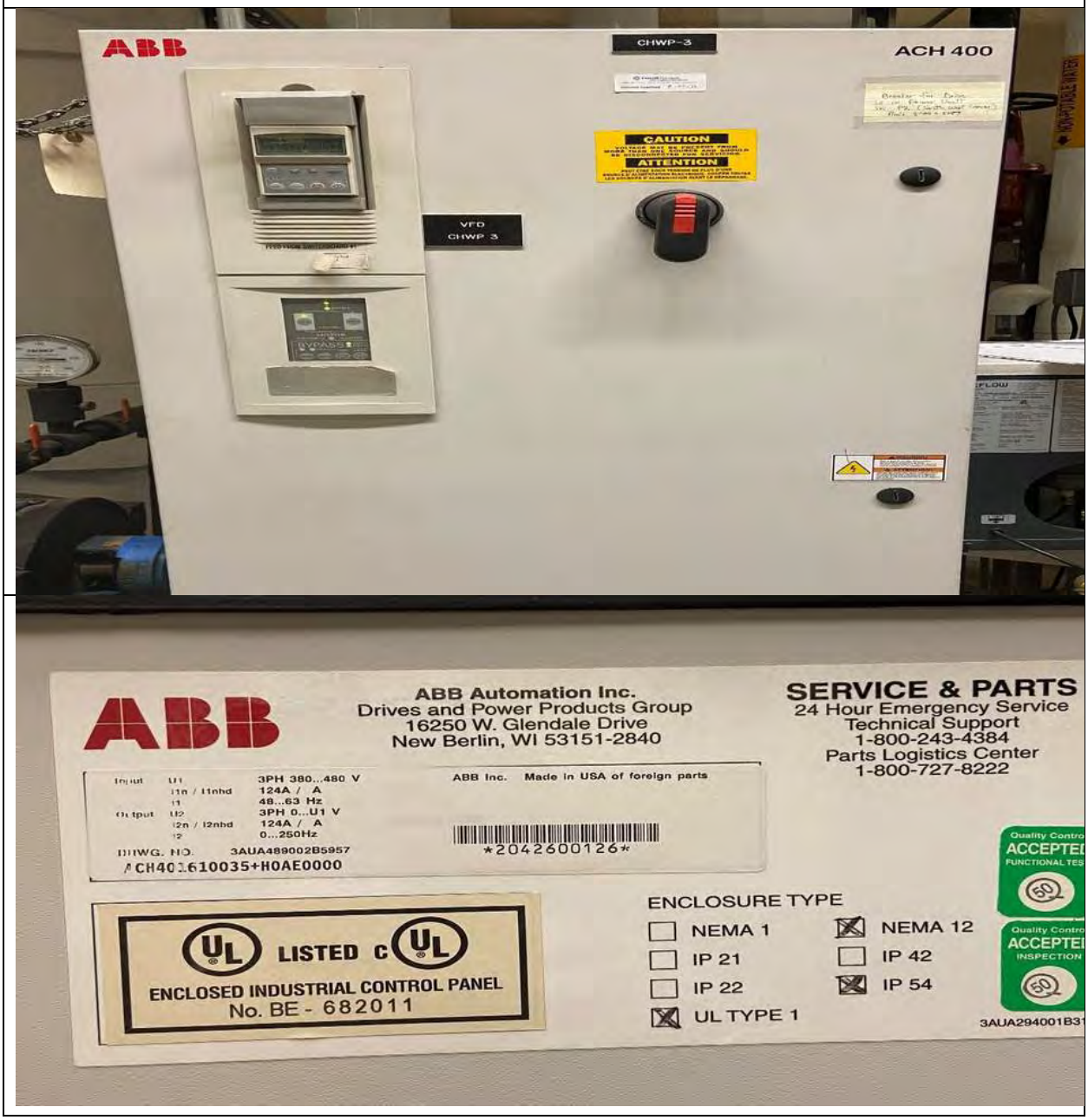


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Make
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Model #
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Asset #
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Make
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Model #
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Serial #
2041300949





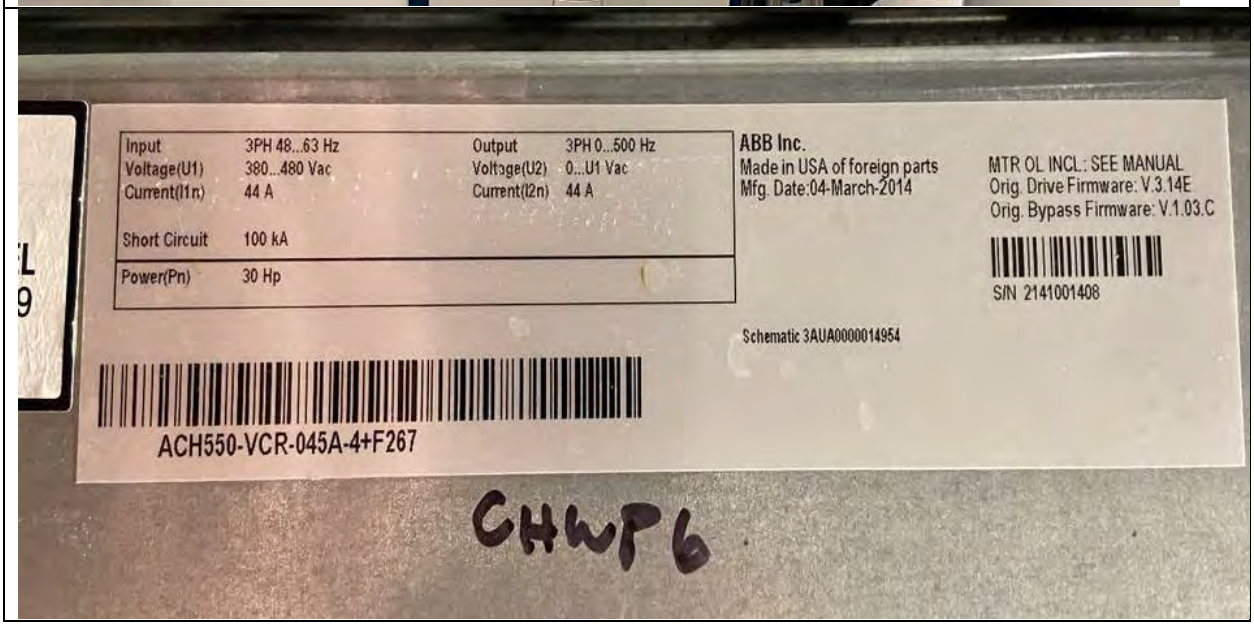
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Model #
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Serial #
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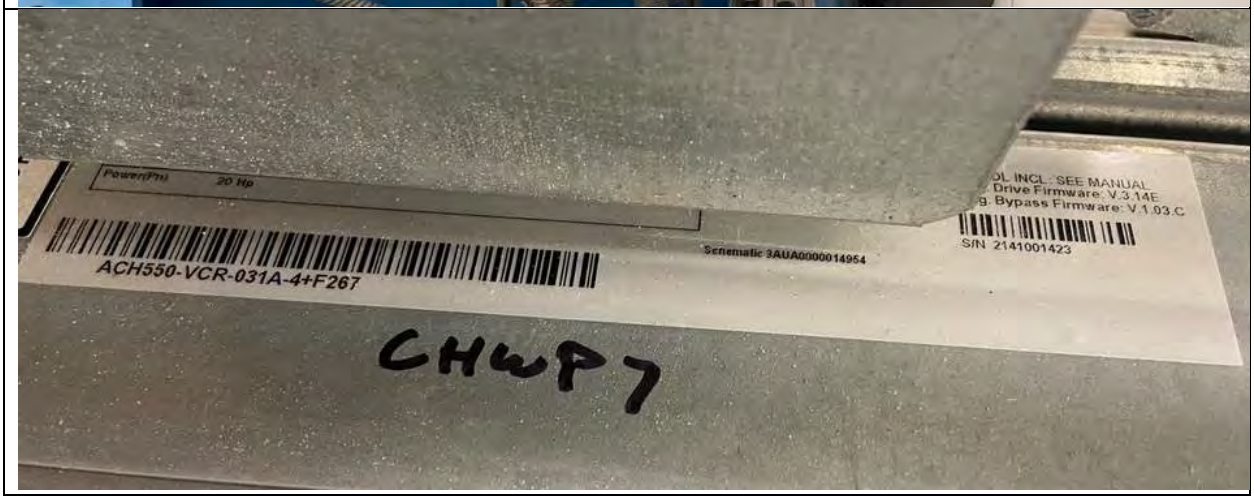
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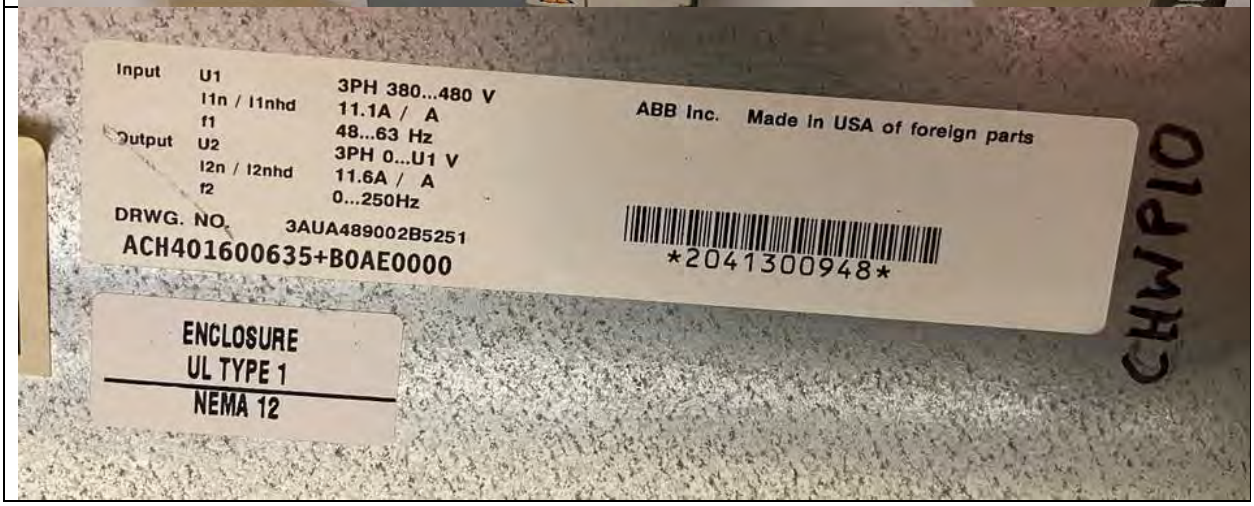
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Asset #
CHWP 11

Make
ABB

Model #
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Serial #
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Asset #
CHWP 12

Make
ABB

Model #
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Serial #
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Asset #
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Make
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Model #
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Serial #
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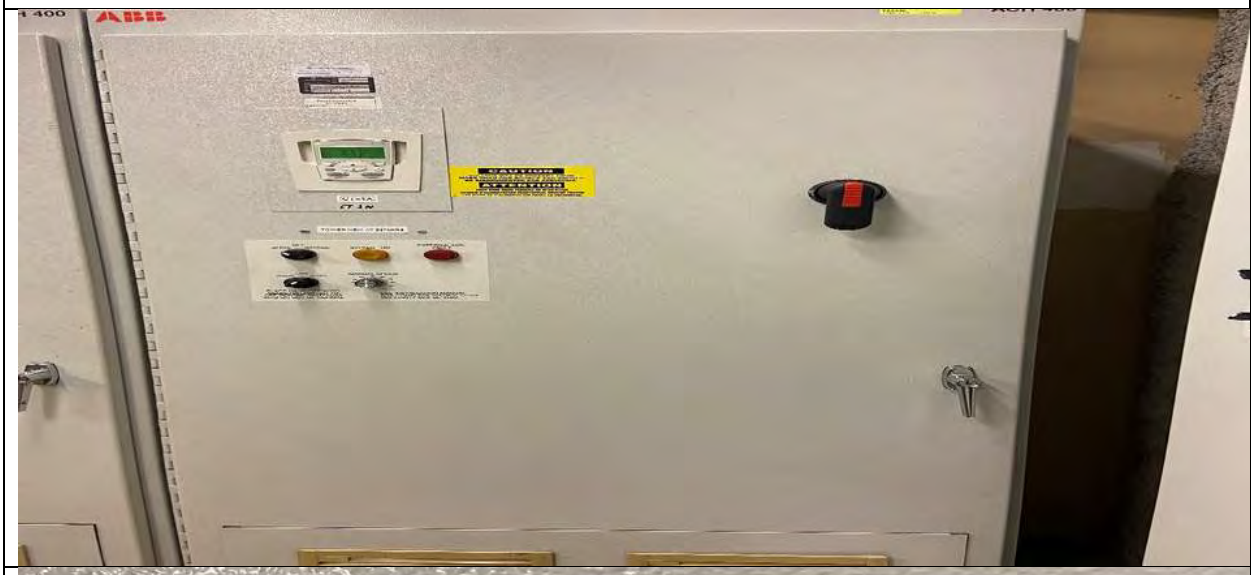


Asset #
CT-1A

Make
ABB

Model #
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Serial #
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Asset #
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Make
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Model #
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Serial #
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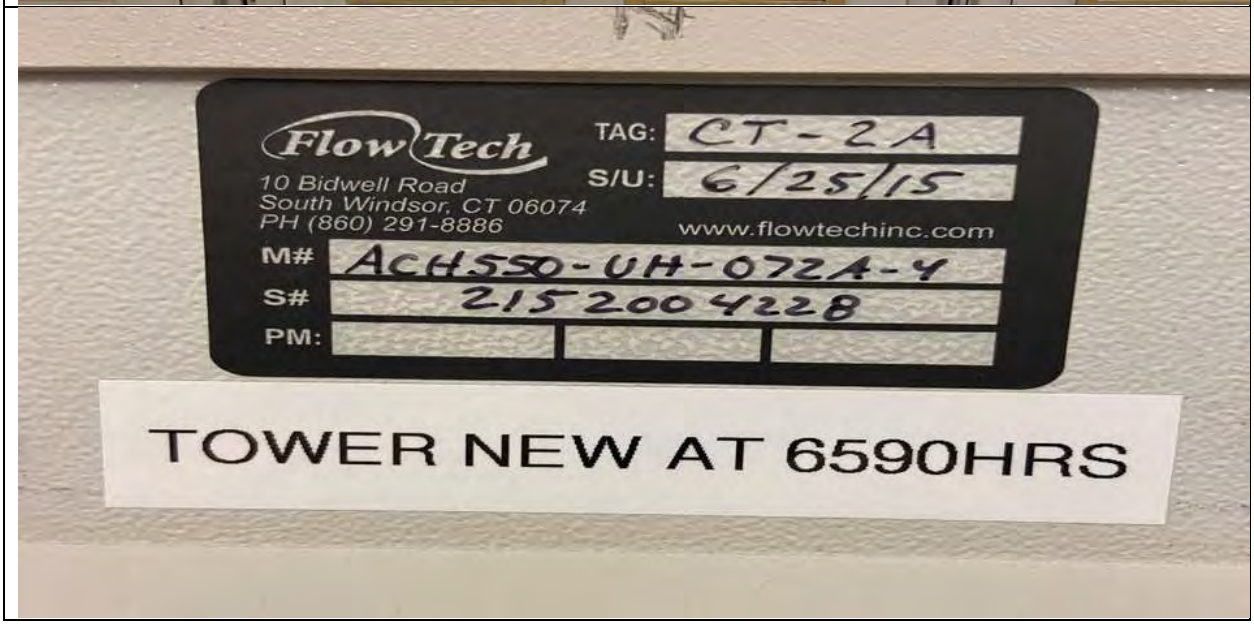
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Model #
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Serial #
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Asset #
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Make
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Model #
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Serial #
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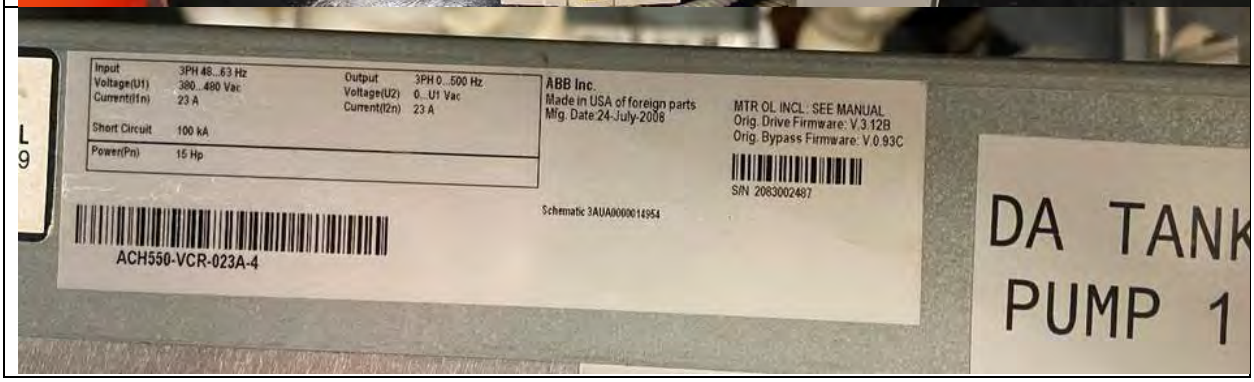

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Model #
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Model #
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Serial #
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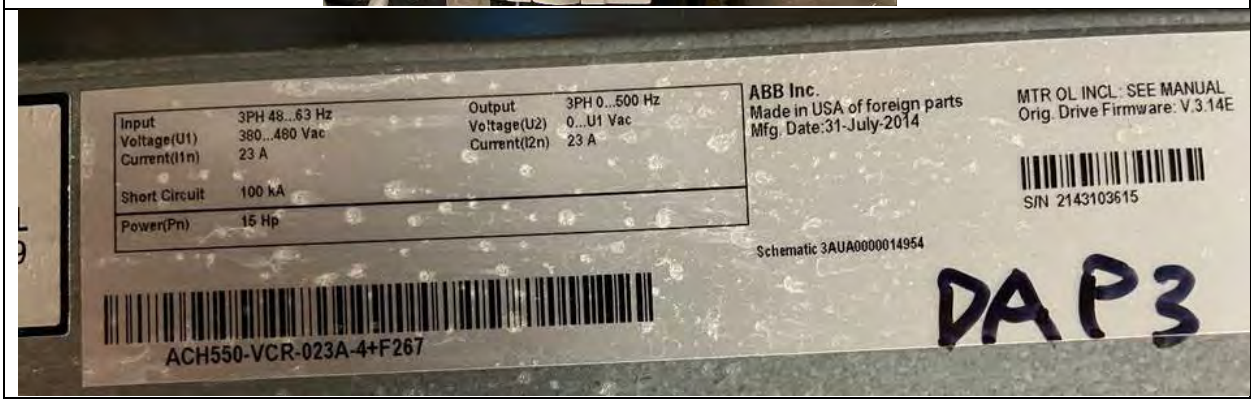
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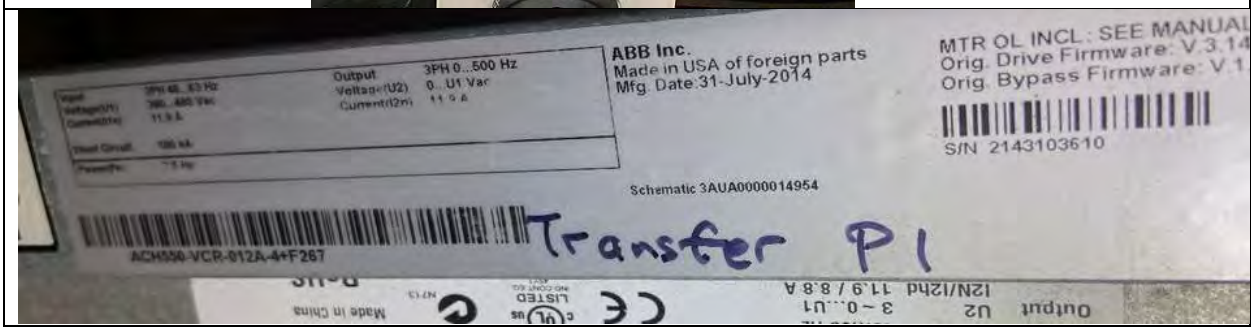
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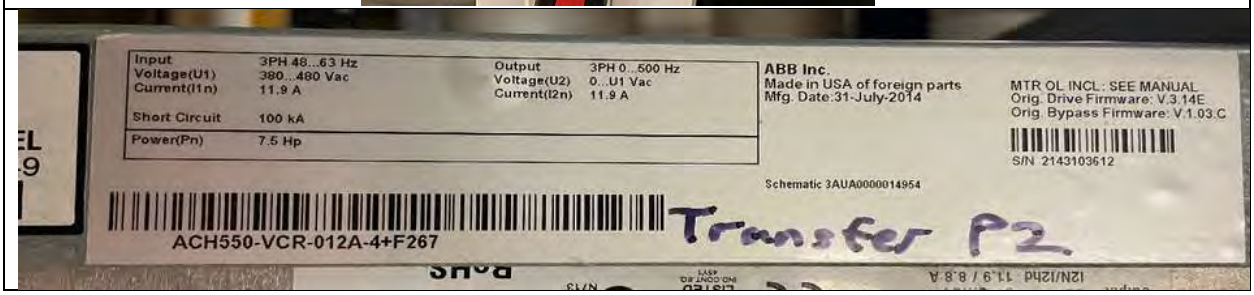
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Make
ABB

Model #
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Serial #
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Asset #
MAU 1 VFD

Make
Eaton

Model #
DH1-34023DN-C21C

Serial #
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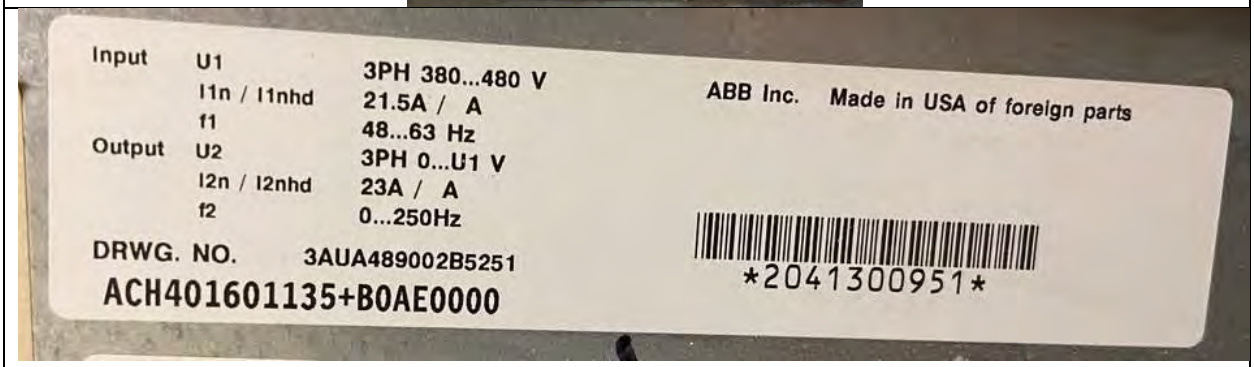
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Serial #
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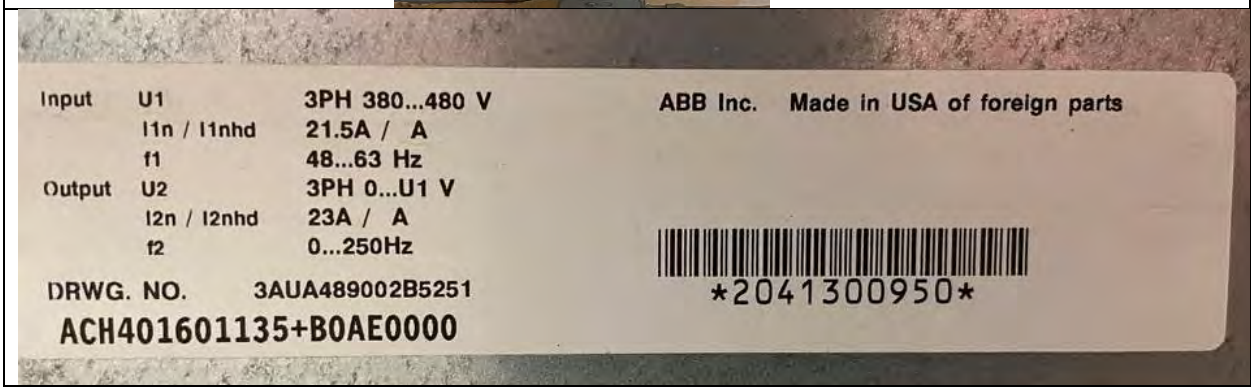
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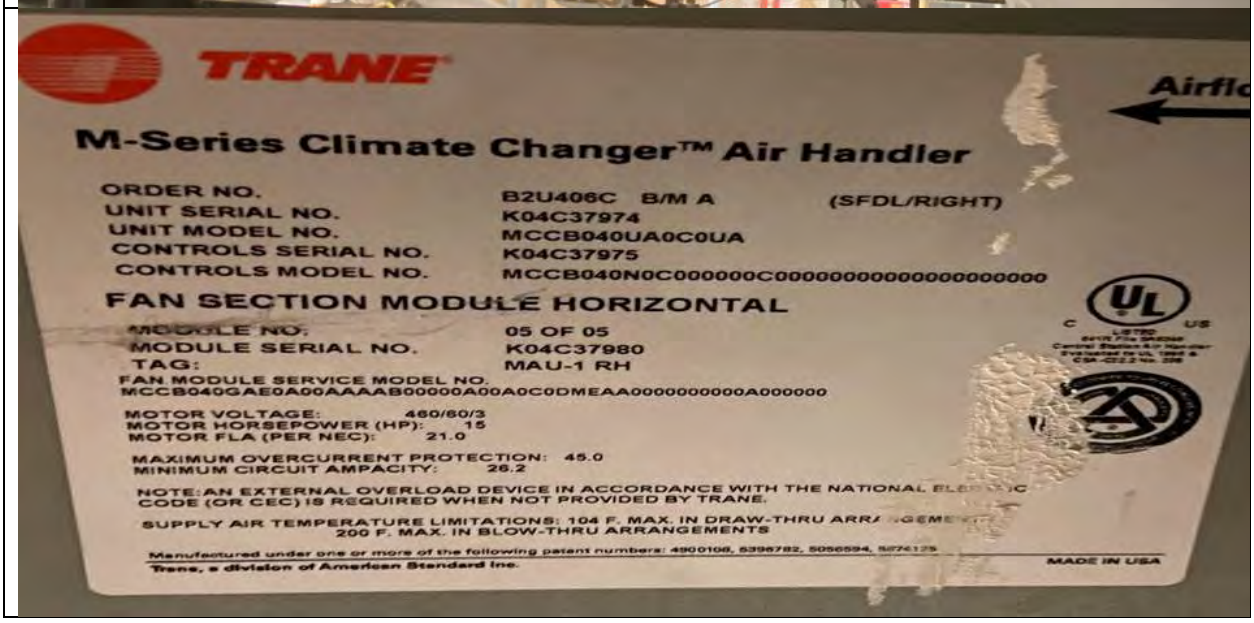
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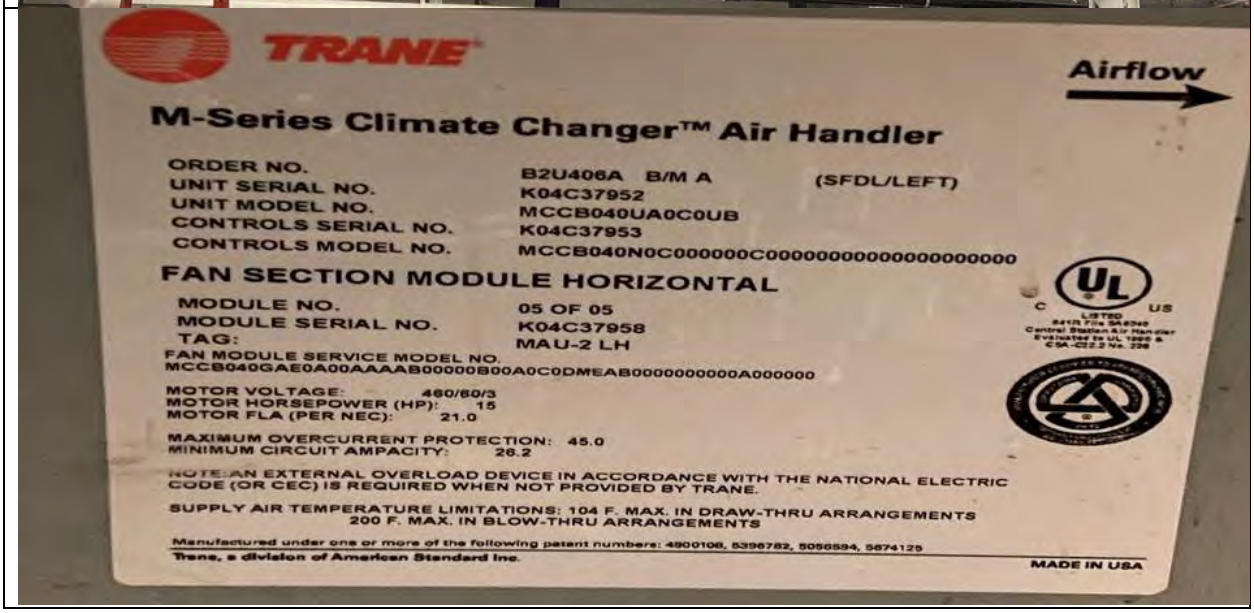
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TRANE

Model #
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Serial #
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Asset # MAU 3
Make TRANE
Model # N/A
Serial # N/A


SERVICE AGREEMENT

By and Between

THE CAPITAL REGION DEVELOPMENT AUTHORITY

("CRDA")

and

BARCLAY WATER MANAGEMENT, INC.

("Contractor")

Effective As Of

January 1, 2025

Relating to the Water Treatment Programs at the Central Utility Plant

Contract # 25-006

SECTION 1

This Service Agreement (hereinafter referred to as the "Agreement") is entered into by and between the **Capital Region Development Authority,** a body corporate and politic constituting a public instrumentality and political subdivision of the State of Connecticut (hereinafter the "Authority" or "CRDA") acting pursuant to Connecticut General Statutes § 32-602, and Barclay Water Management, Inc., having its principal offices at 55 Chapel Street, Suite 400 Newton, Massachusetts (hereinafter "Barclay" or "Contractor"). The parties agree that the goods and/or services specified below shall be provided by Contractor in strict compliance with the provisions of this Agreement.

SECTION 2
CONTRACT PERIOD

The time period of this Agreement shall commence on January 1, 2025 and shall terminate on December 31, 2026 (hereinafter "End Date"). Notwithstanding any provision to the contrary, this Agreement, if it has not sooner terminated or been terminated in accordance with its terms, shall be terminable by CRDA, without penalty or cause, at the end of the first year of the contract.

SECTION 3
NOTICE OF CHANGE AND CANCELLATION

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

CRDA: Capital Region Development Authority
100 Columbus Boulevard, Suite 500
Hartford, CT 06103-2819
Attention: Anthony L. Lazzaro Jr.

Contractor: Barclay Water Management, Inc.
55 Chapel Street, Suite 300
Newton, Massachusetts 02458
Attention: Eric Adjei

Any request for written notice under this Agreement shall be made in the manner set forth in this section. The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

SECTION 4
SPECIFICATION OF SERVICES

The Contractor shall furnish and supply all labor, materials, incidentals, supervision and services necessary to provide and deliver water treatment programs at the Central Utility Plant (hereinafter "CUP") at the Connecticut Convention Center (hereinafter "CCC"). The list of equipment associated with these goods and services, although potentially not all inclusive, is included in Attachment 1, while system sizes, capabilities and estimated annual production is included as Attachment 2. The goods and services to be provided shall include, but not be limited to: all treatment chemicals; all storage containers; secondary containment if not already existing; all testing equipment and qualified personnel to conduct all tests required; laboratory analysis; all testing reagents and supplies; a fully functional water chemistry tracking and trending software program; and full training of CRDA personnel and their agents as identified by CRDA. This is to include all treated equipment when in service, idle or "laid up." The treatment programs shall be designed to protect the system and meet the performance requirements under the constraints of the CRDA's operating sequences.

A. Detailed Specification of Services

1. The Contractor shall continue to assume full responsibility for normal operations and maintenance of all CUP systems and equipment on January 1, 2025; hence, the Contractor shall provide a work force that is fully qualified and capable of performing all work required under this contract at this time. The Contractor shall for the term of the contract provide adequate numbers of approved, qualified personnel to assure satisfactory performance of the services required by this Agreement, which personnel shall possess any special certification, licenses, or training requirements as may be required by Federal, State or Local Jurisdictions.

2. The Contractor shall provide an updated water treatment program plan manual by June 1, 2025. This plan shall contain an outline of the chemical programs, test procedures, log sheets, product bulletins, Material Safety Data Sheets (MSDS), feed and control equipment specifications.

3. The contractor shall finalize the timeline for the conversion to any new programs within 60 days of the execution of the contract. Within this 60 day time period CRDA and the Contractor shall meet to address issues such as: coupon rack installation; trending software installation, operator training plan, work plan review process; and other issues raised by the parties.

4. The Contractor, in consultation with CRDA, shall develop an updated water treatment program by June 1, 2025 for the systems listed below.
   a. Condensate systems
   b. Boilers
   c. Hot water heating systems
   d. Chilled water systems
   e. Condenser water systems
   f. Piping Coupons

   The water treatment program and services supplied by the Contractor shall be specifically formulated for each type of system, according to the recommendations of a chemist, laboratory, or firm that specializes in the water treatment field.

   Daily checks of each water system will be made by the CUP operators. Logs will be kept of chemical tests, dosages and consumptions and presented monthly to CRDA. Chemicals shall be approved and used in compliance with current water pollution regulations of the City, State, and federal governments. Any fines and or fees imposed by other government entities shall be the full responsibility of the contractor.

5. Legionnella Inspections: The Contractor shall test building system water four (4) times per year (chilled water, hot water, condenser water) for the presence of Legionnaires disease. An independent water-testing firm shall perform the testing of the water and the results of the tests shall be provided to CRDA within 15 calendar days after the water sample is taken. CRDA may also perform independent certified testing of all water systems to verify Contractor test results. Contractor will provide one (1) Legionella sample per quarter. If, as the result of a positive test, the Legionella Action Plan requires Remedial Action 1, 2, or 3, respectively, the Contractor shall provide up to one (1) additional re-test per year in accordance with this subsection (5). Further additional tests will be purchased off-contract at $285.00 per sample.

6. At least quarterly, the Contractor shall forward split samples of the condenser water and chilled water to an independent laboratory to verify and supplement field analyses. These analyses must include copper and iron tests as well as an azole test.

   Analysis performed at the laboratory shall also include analyses of suspect water, scale, deposition, corrosion specimen, internal generator scale and fireside deposits, if any, and provide a written report of analyses.

7. Provide particle size study analysis on both chilled and condenser water at least two times a year.

8. The Contractor shall be present seasonally, on or about each **May 15th** for boilers and on or about each **January 15th** for chillers, and each time the equipment is opened for inspection, a written report on observed conditions indicating the effectiveness of the treatment programs.
9. The Contractor shall provide complete written directions for applying all recommended materials, including procedures to maintain all proper operating conditions within the equipment being treated, and actions to be taken when conditions are not within prescribed operating parameters.
10. The Contractor shall provide complete instructions for cleaning and treating systems and equipment before and when being initially placed into service. The Contractor shall also provide complete instructions for deactivating and protecting systems and equipment when taken out-of-service. The Contractor shall provide written instructions and supervision for protecting idle systems under stagnant flow conditions taking into consideration the operating variables of the facility.
11. The Contractor shall provide written instructions and supervision for draining, flushing and refilling of all systems and equipment before water treatment is started.
12. The Contractor shall take samples of treated water, deposits, or raw water for analysis when necessary for effective control of the water treatment programs, in addition to the normal service.
13. The Contractor shall run resin analyses on the water softener at the request of the plant manager.
14. The Contractor shall run continuous corrosion studies on the condenser, chilled water system and condensate return systems. The testing sequence will include ninety (90) day coupons of steel and copper at a minimum.
15. The Contractor shall run, on each service visit, an instantaneous total heterotrophic bacteria test on both the chilled and condenser water to monitor the effectiveness of the biocide program. The Contractor shall also run on each visit a total heterotrophic bacteria count test by dip slides. Quarterly, the Contractor will run laboratory samples of differentiating sulfate-reducing bacteria, nitrifying bacteria, denitrifying bacteria, iron related bacteria, pseudomonas bacteria, and slime forming bacteria as well as total aerobic heterotrophic bacteria.
16. The Contractor shall maintain a 24-hour emergency response telephone contact for spills or accidents.
17. The Contractor will provide a fully functional water chemistry tracking and trending software program that work in concert with computer-generated reports on energy use in boiler and cooling systems. It is expected that all reports and data from the tracking program are compatible with standard e-mail transmission and integration with typical spreadsheet and word processing programs. The proposer shall provide examples of those computer-generated reports.

18. The Contractor shall supply all liquid chemical via a drumless delivery system. This shall include secondary containment with site glasses and tank inventory capability. The drumless system shall include a diked bulk tank that requires no handling by plant personnel. Delivery of chemicals also shall not require handling by CUP personnel. CRDA owns the existing chemical feed and testing equipment, and may purchase additional equipment, if required, from the Contractor.

19. All biocide chemicals used shall have an Environmental Protection Agency (EPA) registration number, if applicable. The Contractor shall submit to CRDA Material Safety Data Sheets (MSDS) for all chemicals to be used under this Agreement. The Contractor shall supply an 800 emergency spill response number that will be manned 24-hours per day, seven (7) days per week.

20. The Contractor shall implement and complete all reasonable efficiency enhancing and cost reduction measures that are mutually agreeable to the parties in the operation and maintenance of the facility. Measures that are implemented by the Contractor should achieve the highest practicable energy and cost savings at the CUP.

21. The Contractor shall schedule site visits to the facility twice each month with visits approximately fifteen (15) days apart. During each visit, the Contractor shall meet with designated plant personnel to conduct tests on all treated systems, review the test results and any new procedures, review the treatment logs maintained by the CUP personnel, answer questions from personnel, make any required changes in treatment procedures and forward written reports of actions to the plant supervisor.

22. The Contractor, at his own expense, shall maintain a full complement of hand tools, cleaning and office supplies necessary to fulfill the Basic Services portion of this agreement.

23. The Contractor shall supply proper employee protective clothing, footwear, gloves, head gear, ear plugs, safety eye wear (not prescription lenses), etc., as required for the maintenance tasks required under this contract.

24. The Contractor will develop a comprehensive safety training program for the CUP and provide training to CUP employees in safety training relating to Water Treatment chemicals, handling, disposing and operation of equipment. The Contractor shall instruct all CUP personnel annually in proper safety procedures.

25. The Contractor shall conduct the following training for Contractor personnel. Documentation of all training shall be submitted to CRDA on an annual basis.

    a. The Contractor shall conduct safety meetings with CRDA and Contractor employees to ensure compliance with all safety rules, directives and regulations.

    b. The Contractor shall develop and maintain a respiratory protection program in accordance with 29 CFR 1910.134.

    c. All Contractor personnel shall receive specific training on prevention of sexual harassment, Federal equal employment opportunity regulations and workplace laws.

26. All work shall be conducted in a safe manner in accordance with Occupational Health and Safety (OSH) regulations 29 CFR 1910 and 1926. The Contractor's employees shall wear the required Personal Protective Equipment (PPE), including, but not limited to, safety shoes, and head, ear, and eye protection when and where required. It is the Contractor's responsibility to provide employees with PPE and to replace worn or defective equipment as required by Federal and State Occupational Safety and Health Agency (OSHA) standards.

27. The Contractor shall assure that the water treatment programs related to CUP are operated and maintained in full compliance with all applicable federal, state and local laws, codes, standards and regulations, as well as good engineering practice. The Contractor shall be responsible for ensuring compliance with the specifications obtained in Attachment 3 – Water Treatment Specifications.

28. The Contractor shall be responsible for carrying out the environmental responsibilities and requirements included in Attachment 4 to this RFP.

29. The Contractor shall be responsible for implementing the Quality Control Plan described in Attachment 5 to this RFP.

30. Contract Phase-Out Inspection. On a date not later than sixty (60) calendar days prior to the expiration of the contract, CRDA and Contractor shall make a complete and systematic joint inspection of the Contractor's areas, CRDA furnished equipment, mechanical rooms, and building systems and equipment covered by this contract. CRDA and Contractor shall identify all deficiencies other than normal wear and tear that need to be corrected by the Contractor before the expiration of this contract.

31. Contractor shall provide and install a chemical feed system to automate the chemical feed program and energy management for the CUP. Contractor will provide the chemistry to support the system and the program.

32. The CUP will have full visibility 24-7 to the cooling water program through Web communications and alarm dial-out to operators and Barclay representatives.

33. Contractor's services shall include the "Pickling" of the cooling towers during the winter months via a "molybdinate layup".

34. Provision of the chemical feed system shall include full warranty and replacement if required. Upon the agreement of the parties an extended warranty of the present technology located at the CUP will be provided during any three-year extension of this agreement or, if unavailable, the latest Barclay technology will be installed.

35. Contractor shall provide an annual on-line disinfection, which will be a proactive step to reduce the risk in the evaporation system during a determined time when the load on the system is elevated.

36. Any services not expressly listed in this Section 4, shall be provided in accordance with Contractor's Proposal dated December 17, 2018, attached hereto and incorporated herein – Exhibit A.

37. The Contractor shall warrant all workmanship, materials, equipment, and services provided under the terms of this contract for a minimum of one year or the manufacturer's period of warranty, whichever is longer, from the date of CRDA acceptance of work. Any rework or repair due to poor workmanship will be at the Contractor's expense.

38. Key representatives from CRDA and the Contractor shall, in addition to the Contractor's normal site and other visits, conduct at least quarterly work plan reviews, at which the parties will discuss associated with the Contractor's performance under this Agreement and operational issues at the CUP.

B. <u>Deliverables</u>

The Contractor shall provide monthly reports which shall include but not be limited to: overall program status; water analysis, including tests for each water system; consumption of chemicals and chemical inventory; recommended control ranges for all tests and monitoring performance parameters; log sheets; chemical test results and range exception reports; status of projects; results from lab work and analysis; equipment inspection reports; attendance at any operator training sessions; and the results of any other tests completed by the Contractor. The Contractor shall also provide a comprehensive annual report regarding cumulative data on the above, projected fuel use, and projected outage and maintenance schedules. The monthly and annual reports shall also include the Contractor's recommendations regarding facility capital improvements, and recommended improvements to increase the efficient, safe and reliable operation of the facility. The reports shall be in a format agreeable to or as directed by the CRDA and shall be provided in hard copy and electronic format. A monthly "scorecard' will be provided with each service report.

C. Services to be Provided by CRDA

Utilities will be provided from existing outlets at no cost to the Contractor. Utilities are limited to electricity, sewerage, water, heat, air conditioning and local telephone service.

SECTION 5
COST AND SCHEDULE OF PAYMENTS

CRDA shall compensate the Contractor for satisfactory provision of all goods and services set forth in Section 4, Specification of Services, in accordance with the following schedule:

Time Period	Annual Fixed Fee	Monthly Payment
01-01-25 through 12-31-25	$28,904.32	$2,408.69
01-01-26 through 12-31-26	$29,771.45	$2,480.95

If the parties mutually determine that a change materially affects the cost of providing such services, CRDA and the Contractor will agree in writing to an equitable adjustment based upon recognized indices.

The Contractor shall submit invoices on a monthly basis, unless more frequent invoices are required by CRDA. Invoices shall, at a minimum, include Contractor name, the Contract Number, Contractor's Federal Employer Identification Number, the billing period, and a description of the goods and services provided.

CRDA may authorize services to be performed by the Contractor beyond those for which the Contractor is responsible in accordance with Section 4 of this Agreement. The parties may agree that these services will be compensated at an agreed upon amount upon the Contractor providing a specified deliverable that is received and accepted by CRDA. The parties may in the alternative, agree that the agreed upon work to be performed will be compensated based on the number of hours worked by the Contractor's personnel along with allowable expenses.

Invoices for deliverables shall include an identification of the deliverable; if printed material, a copy of the deliverable; and the date that the deliverable was provided to CRDA.

Invoices including personnel services billed by the hour shall include the name and title of the individual providing the services, the dates worked, the number of hours worked each day with a brief synopsis of the work performed, the rate being charged for the individual, and the total cost for that person's work during the billing period.

Invoices including expenses for non-personnel services shall include a detailed account of expenses specifying the goods or services and purpose for which they were purchased or incurred as well as all receipts, invoices, bills and other documentation as may be required by CRDA. All expenses will be reimbursed at cost, except as otherwise agreed thereto by the parties.

CRDA shall assume no liability for payment for services under the terms of this agreement until the Contractor is notified that the Agreement has been fully executed and accepted by CRDA.

SECTION 6
TERMINATION PROVISION

A. Termination of Agreement for Cause.

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, or if there is a "for cause" finding pursuant to Section 7.BB, CRDA shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of a date certain (which shall be no sooner than ten (10) days following the date of such notice) by which the Contractor, to the written satisfaction of CRDA, must cure any such failures or violations, and if the Contractor shall not cure any such failures or violations by the date specified, such termination shall immediately become effective and binding.

In the event this Agreement is terminated by CRDA *for cause* as provide herein, the Contractor will be paid an amount for services or goods actually performed or provided, less payment of compensation previously made for such services or goods.

Notwithstanding the above, the Contractor shall not be relieved of liability to CRDA for damages sustained by CRDA by virtue of any breach of this Agreement by the Contractor, and CRDA may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due CRDA from the Contractor is determined.

B. Termination for Convenience of CRDA

CRDA may terminate this Agreement at any time for the convenience of CRDA, by a notice in writing from CRDA to the Contractor. If this Agreement is terminated by CRDA as provided herein, the Contractor will be paid an amount for services or goods actually performed or provided, less payment of compensation previously made for such services or goods.

In the event of a termination for the convenience of CRDA, the parties shall negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses, if any. Said demobilization expenses, if any, shall be handled in accordance with Section 7.B of this Agreement pertaining to Changes in Services.

C. Termination by the Contractor

The Contractor may, by written notice to CRDA, terminate this Agreement if CRDA fails to perform any material obligations under or otherwise violated any material provisions of this Agreement, provided that the Contractor shall give CRDA thirty (30) days' prior written notice and an opportunity to cure by the end of said thirty day period. In the event of such termination, the Contractor will be compensated by CRDA services or goods actually performed or provided prior to such termination date and the Contractor shall deliver to CRDA all services, goods and deliverables as otherwise set forth in this Agreement.

D. Assumption of Subcontracts

In the event of termination, CRDA shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Agreement, including but not limited to any contracts and may further pursue completion of the work under this Agreement by replacement contract or otherwise as CRDA may in its sole judgment deem expedient. Each subcontract entered into by Contractor shall expressly permit such assumption by CRDA

SECTION 7
OTHER PROVISIONS

A. Entire Agreement

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

B. Changes in Service

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

C. Independent Contractor

Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such services. Contractor shall act as an independent Contractor in performing this Agreement, maintaining complete control over its employees and all of its subcontractors. Contractor shall furnish fully qualified personnel to perform the services under this Agreement. Contractor shall perform all services in accordance with its methods, subject to compliance with this Agreement and all applicable laws and regulations. It is acknowledged that services rendered by the Contractor to CRDA hereunder do not in any way conflict with other contractual commitments with or by the Contractor.

If applicable, Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this Agreement to CRDA, at the time of the execution of this Agreement, as evidence that such are in full force and effect.

D. Laws and Regulations

This Agreement shall be interpreted under and governed by the laws of the State of Connecticut.

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

E. Labor and Personnel

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

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

F. Conflicts, Errors, Omissions, and Discrepancies

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

G. Indemnification

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

Notwithstanding the indemnity provisions in this section, these obligations to defend, indemnify and hold harmless shall apply to the extent such claims are proximately caused by the negligence or wrongful misconduct of the Contractor and will not apply if the claim results from the negligence or wrongful misconduct of the indemnified party. Neither party shall be liable to the other party for consequential, indirect or exemplary damages.

H. Nondisclosure

Contractor shall not release any information concerning the services provided pursuant to the Agreement or any part thereof to any member of the public, press, business entity or any official body unless prior written consent is obtained from CRDA. In the event that such information is requested from the Contractor by a judicial order or that such information already exists in the public domain, Contractor shall be released from this obligation.

H-1. Non-Exclusivity

The engagement of Contractor is non-exclusive and nothing in this Agreement shall limit the right of CRDA in its sole discretion to engage the services of other consultants, professionals or contractors for any purpose.

I. Quality Surveillance and Examination of Records

All services performed by Contractor shall be subject to the inspection and approval of the State at all times, and Contractor shall furnish all information concerning the services.

The State or its representatives shall have the right at reasonable hours to examine any books, records, and other documents of Contractor or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such books and records. The State will give the Contractor at least twenty-four (24) hours notice of such intended examination. At the State's request, the Contractor shall provide the State with hard copies of or magnetic disk or tape containing any data or information in the possession or control of the Contractor which pertains to CRDA's business under this Agreement. The Contractor shall incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Agreement.

The Contractor shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years after the final payment by the CRDA and shall make them available for inspection and audit by the State.

In the event that this Agreement constitutes a grant Agreement, and the Contractor is a public or private agency other than another state agency, the Contractor shall provide for an audit acceptable to the State, in accordance with the provisions of CT General Statutes § 7-396a.

J. Insurance

The Contractor, at its sole expense, agrees to secure and keep in full force and effect at all times during the term of this Agreement, the following insurance policy or policies provided by an insurance company or companies licensed to business in the State of Connecticut.

Coverage: Minimum Amount and Limits

1. Workers' Compensation affording coverage under the Workers' Compensation laws of the State of Connecticut, and Employer's Liability coverage subject to a limit of no less than $500,000 for each employee, $500,000 for each accident and disease and $500,000 policy limit.

2. Commercial General Liability Insurance for limits of $1,000,000 per occurrence. Bodily Injury and Property Damage combined, $1,000,000 per occurrence. Personal and Advertising Injury, $2,000,000 Aggregate Products and Completed Operations Liability and $2,000,000 General Aggregate limit.

3. Business Automobile Liability Insurance for Bodily Injury and Property Damage under the laws of Connecticut in the amount of $1,000,000 combined and covering all owned, non-owned and hired vehicles.

   The liability policies shall be written on an occurrence basis with no deductible.

   The liability policies shall be endorsed to name "CRDA" as "Additional Insureds". The definition of "Additional Insureds" shall include Partners, Officers, Directors, Employees, Agents and Representatives of the named entity including any managing agent. Further, coverage for the "Additional Insureds" shall apply on a primary basis, regardless of any other insurance, whether collectible or not.

4. Umbrella Liability Insurance at not less than a $5,000,000 limit providing excess coverage over all limits and coverages noted in paragraphs (1), (2) and (3) above.

The above policy or policies shall cover all of the Contractor's activities under this Agreement and shall state that it is primary insurance in regard to CRDA, its officers and employees. CRDA shall be named as an additional insured. Notwithstanding anything herein to the contrary, CRDA is named as additional insured with respect to liability arising of the Contractor's negligence while the Contractor is performing operation under the contract for CRDA within the contract period.

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

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

K. Non-Waiver

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

L. Promotion

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

(1) in any advertising, publicity, promotion; or

(2) to express or to imply any endorsement of Contractor's products or services; or

(3) to use the name of CRDA and/or the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by subparagraphs (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by CRDA. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

M. Confidentiality

All data provided to Contractor by CRDA or developed internally by Contractor with regard to CRDA will be treated as proprietary to CRDA and confidential unless CRDA agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by CRDA or others, which may come into Contractor's possession during the term of this Agreement, except where disclosure of such information by Contractor is required by other governmental authority to ensure compliance with laws, rules, or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, Contractor will provide advance notice to CRDA of the need for the disclosure and will not disclose absent consent from CRDA. In the event that such information is requested from the Contractor by a judicial order or that such information already exists in the public domain, Contractor shall be released from this obligation.

N. Subpoenas

In the event the Contractor's records are subpoenaed pursuant to Connecticut General Statutes § 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify CRDA of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to CRDA.

O. Survival

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

P. Americans with Disabilities Act

This clause applies to those Contractors which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of this Agreement. Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Contractor to satisfy this standard either now or during

the term of this Agreement as it may be amended will render the contract voidable at the option of the CRDA upon notice to the Contractor. Contractor warrants that it will hold CRDA harmless from any liability which may be imposed upon CRDA as a result of any failure of the Contractor to be in compliance with this Act.

Q. Non-Discrimination

The non-discrimination clause on the reverse side of page 1 of Form CO 802-A, attached hereto, is superseded and the following is inserted in lieu thereof:

(a) For the purposes of this Section, "minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability". "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations and "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.

For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this Section, "public works contract" means any Agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees. "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, financed by state funding in an amount equal to fifty thousand dollars or less. "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015,

which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) (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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker's representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-56, 46a-68e, 46a-68f and 46a-86 with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56, and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract, or contract for a quasi-public agency project, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects or quasi-public agency project.

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

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

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall

be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

(g) The Contractor agrees to the following provisions: The Contractor agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and the employees are treated when employed without regard to their sexual orientation; 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; the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §46a-56; the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, 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 C.G.S. § 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 State may so enter.

R. No Recourse

It is expressly understood and agreed that the directors, officers and employees and agents of CRDA are acting in a representative capacity and not for their own benefit and that there shall be no recourse or claim under this Agreement against any such person in any circumstances.

Contractor further acknowledges that CRDA is not a department, institution or agency of the State of Connecticut and agrees that is shall have no recourse or claim under this Agreement against the State or any of its officers, employees or agents in any circumstances.

S. Assignability

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

T. Severability

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

U. Headings

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

V. Third Parties

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

W. Non Waiver

In no event shall the making by CRDA of any payment to the Contractor constitute or be construed as a waiver by CRDA of any breach of covenant, or any default that may then exist, on the part of the Contractor and the making of any such payment by CRDA while any such breach or default exists shall in no way impair or prejudice any right or remedy available to CRDA in respect to such breach or default.

X. Contractor Certification

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

Y. Large State Contracts

Pursuant to C.G.S. §§ 4-250 and 4-252, Contractor must present at the execution of each large State contract (having a total cost to the State of more than $500,000 in a calendar or fiscal year) an executed gift certification, which Contractor shall update on an annual basis in accordance with paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who executes and files said gift certification shall also execute and file a campaign contribution certification disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

Z. Governor M. Jodi Rell's Executive Order No. 7C

Pursuant to Gov. M. Jodi Rell's Exec. Order No. 7C, paragraph 10, Contractor shall comply with the certification requirements of Conn. Gen. Stat. §§ 4-250 and 4-252, and Gov. M. Jodi Rell's Executive Order No 1, for all personal service agreement contracts with a value of $50,000 or more in a calendar or fiscal year by executing and filing the respective certifications with CRDA.

AA. Disclosure of Consulting Agreements

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

BB. Retaliation Prohibition

Pursuant to CT Gen. Stat. § 4-61dd, a large state contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract, if an officer, employee or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the large state contractor in retaliation for such employee's disclosure of information to any employee of the contracting Quasi-public agency or the Auditors of Public Accounts or the Atty. General under the provisions of CT Gen. Stat. § 4-61dd(a). Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. Each large state contractor shall post a notice of the provisions of this section relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor. As used in CT Gen. Stat. § 4-61dd, a "large state contract" means a contract between an entity and a … quasi-public agency having a value of five million dollars or more and (2) "large state contractor" means an entity that has entered into a large state contract with a quasi-public agency.

CC. Force Majeure

Neither party shall be liable for any failure or delay in performance (other than payment), which is due, in whole or in part, to any cause of nature beyond the reasonable control of the party affected.

IN WITNESS WHEREOF, CRDA and Barclay have caused this Agreement to be signed by their duly authorized representatives, as such and not individually, as of the day and year first written above.

Capital Region Development Authority

By: Michael W. Freimuth
Executive Director

Barclay Water Management, Inc.

By: Amelia Brower
Its: Senior Vice President, Sales

BUILDING SERVICES AGREEMENT

By and Between

THE CAPITAL REGION DEVELOPMENT AUTHORITY

("CRDA")

and

Siemens Industry, Inc.

("Contractor")

Effective As Of

July 1, 2025

Relating to the Connecticut Convention Center

SECTION 1

This Agreement (hereinafter referred to as the "Agreement") is entered into by and between the **Capital Region Development Authority** (hereinafter the "Authority" or "CRDA") acting pursuant to Connecticut General Statutes Sections 32-602, and **Siemens Industry, Inc.**, a corporation having a regional office at 104 Sebethe Drive, Cromwell, CT 06416 (hereinafter "Siemens" or "Contractor").

SECTION 2
CONTRACT PERIOD

The term of this Agreement shall commence on or about July 1, 2025 and shall terminate on June 30, 2028, unless otherwise terminated or suspended per the terms of this Agreement.

SECTION 3
NOTICE OF CHANGE AND CANCELLATION

This Agreement may be canceled at will by either party upon ten (10) days written notice delivered by certified or registered mail. Unless otherwise expressly provided to the contrary, any other notice provided under this Agreement shall be in writing and may be delivered personally or by certified or registered mail. All notices shall be effective if delivered personally, or by certified or registered mail, to the following addresses:

CRDA: Capital Region Development Authority
100 Columbus Boulevard, Suite 500
Hartford, CT 06103-2819
Attention: Michael Freimuth

Contractor: Siemens Industry, Inc.
104 Sebethe Drive
Cromwell, CT 06416
Attention: Clinton Miller

Any request for written notice under this Agreement shall be made in the manner set forth in this section. The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

SECTION 4
SCOPE OF SERVICES

See Exhibit A - Siemens Proposal for Convention Center dated May 6, 2025 attached hereto and incorporated herein.

SECTION 5
COST AND SCHEDULE OF PAYMENTS

See Exhibit A - Siemens Proposal for Convention Center dated May 6, 2025 attached hereto and incorporated herein.

SECTION 6
STANDARD TERMS AND CONDITIONS

Section 6.1 Scope

Except as otherwise set forth in these Standard Terms and Conditions, all of the terms and conditions of the Agreement shall remain in full force and effect and, if there is a conflict between the terms and conditions set forth in these Standard Terms and Conditions and the terms and conditions set forth in the Agreement, the terms and conditions set forth in these Standard Terms and Conditions shall prevail. Unless otherwise included herein, the defined terms used in these Standard Terms and Conditions shall have the same meaning as set forth in the Agreement.

Section 6.2 Laws and Regulations

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

Section 6.3 Indemnity

To the fullest extent permitted by law, Contractor shall indemnify and shall defend and hold harmless CRDA, including their officers, agents, and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the negligent acts or omissions of the Contractor or its employees, agents or sub-contractors, including those arising out of injury to or death of Contractor's employees or sub-contractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by Contractor or its employees, agents or sub-contractors. To the extent that the indemnification obligations of the Contractor set forth in the body of the Agreement are greater, broader and/or more expansive than the obligations of the Contractor set forth in this Section 3, the greater, broader and/or more expansive obligations set forth in the Agreement shall apply, prevail and control.

Section 6.4 Quality Surveillance and Examination of Records

All services performed by Contractor shall always be subject to the inspection and approval of the State and CRDA, and Contractor shall furnish all information concerning the services.

The State, CRDA or their representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Contractor or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. The State and CRDA will give the Contractor at least twenty-four (24) hours' notice of such intended examination. At the State's request, the Contractor shall provide the State and CRDA with hard copies or an electronic format of any data or information in the possession or control of the Contractor which pertains to the State's and CRDA's business under this Agreement.

The Contractor shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years after the final payment by the CRDA and shall make them available for inspection and audit by the State.

Section 6.5 Non-Discrimination

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

i. "Commission" means the Commission on Human Rights and Opportunities;

ii. "Contract" and "contract" include any extension or modification of the Contract or contract;

iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender- related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees. For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality unless the contract is a municipal public works contract or a quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements

for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a- 68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

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

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

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with
Conn. Gen. Stat. §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

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

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State 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.

Section 6.6 Freedom of Information Requirements

Contractor acknowledges that Owner is a "public agency" for the purposes of the Connecticut Freedom of Information Act (the "FOIA") and that information relating to Contractor and its affairs received or maintained by Owner, either directly or through CRDA, shall constitute "public records or files" for the purposes of the FOIA subject to public access and disclosure in the manner provided in the FOIA, unless another specific exemption from public access and disclosure requirements of the FOIA is available in connection with particular records or files received or maintained by Owner.

Section 6.7 Insurance

To the extent that the insurance obligations of the Contractor set forth in the body of the Agreement (or the exhibits thereto other than this exhibit) require higher coverage limits or greater, broader and/or more expansive insurance coverage than that set forth in this Section 7, the higher coverage limits and greater, broader and/or more expansive insurance coverage requirements of the body of the Agreement (or the exhibits thereto other than this exhibit) shall apply, prevail and control.

Contractor agrees to maintain insurance policies protecting its property interests at the project site covering the following risks in the following minimum amounts and named additional insureds:

(a) **Workers' Compensation** - Contractor shall secure and deliver to CRDA evidence of workers' compensation (including occupational disease hazards) and Employer's Liability insurance, insuring their employees in amounts equal to or greater than required under Connecticut law. Provided that such required amounts are provided under Contractor's excess/umbrella coverage, the Employer's Liability insurance limits may be the minimum required by the excess/umbrella carrier as an underlying limit.

(b) **Commercial General Liability** - Contractor shall secure and deliver to CRDA prior to the commencement of the term hereunder and shall keep in force at all times thereafter during the term of the Agreement, a commercial general liability insurance policy, including bodily injury, personal injury and property damage, covering Contractor's activities and loss and damage to the improvements at the project site and other facilities at the project site occurring in connection with Contractor's activities, in the amount of not less than One Million Dollars ($1,000,000.00) per occurrence and not less than Two Million Dollars ($2,000,000.00) in the aggregate per policy year, including products and completed operations, personal and advertising injury and blanket contractual liability coverage. Contractor shall also maintain umbrella liability insurance (following form) for the commercial general liability and employers' liability matters covered by the policies described in this Section hereof with a limit of Ten Million Dollars ($10,000,000) in the aggregate.

(c) **Evidence of Insurance** - Contractor shall provide to CRDA not later than the commencement date of this Agreement and annually thereafter, certificates of insurance evidencing the coverage's required by this Section, all in such form as CRDA may reasonably require, with Contractor as the named insured and with CRDA and named as an additional insured's. The policies for said coverage's shall contain a provision covering Contractor's indemnification liabilities to CRDA (to the extent that the loss is of a nature that it would otherwise be covered under such insurance). Notwithstanding the provisions of this Section, the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type.

(d) **Other Insurance Requirements** -

(i) All insurance required to be maintained under this Agreement must be placed with insurance companies reasonably licensed to do business in the state of Connecticut with the financial rating of at least A-(VIII) or better by the latest edition of A.M. Best's Rating Guide or, if such guide is no longer available, any generally recognized replacement therefore. All insurance required hereunder shall be written on an "occurrence" (as opposed to "claims made") basis.

(ii) A certificate of insurance (evidencing renewal or replacement of coverage) shall be delivered to CRDA at least thirty (30) days before a policy's expiration date except for any policy expiring on the termination date of this Agreement or thereafter.

(iii) All insurance procured by Contractor in accordance with the requirements of the Agreement shall be primary over any insurance carried by CRDA, shall not require contribution by CRDA and shall provide that the insurer shall have no right of recovery or subrogation against CRDA.

Section 6.8 Confidentiality

Contractor and CRDA each agree that neither will, at any time during or after the term of this Agreement, disclose or disseminate to any other person or entity, or use except as permitted by this Agreement, any information regarding the business, financial results, data, or marketing and business plans obtained during the course of performance under this Agreement (the "Confidential Information"). Each party will use its best efforts to ensure that any Confidential Information obtained from the other party will be disclosed only to the receiving party's employees and agents and only on a "need-to-know" basis, and that such employees and agents will be bound by an obligation to maintain the confidentiality of the Confidential Information similar to the obligations of CRDA and Contractor under this Section. Nothing contained herein will be construed to restrict or impair in any way the right of the parties to disclose or communicate any information which (i) is at the time of its disclosure hereunder generally available to the public; (ii) becomes generally available to the public through no fault of the receiving party; (iii) is, prior to its initial disclosure hereunder, in the possession of the receiving party as evidenced in a documentary form; (iv) is independently developed by a party

without use of or reference to any of the other party's Confidential Information; (v) is acquired by the receiving party from any third party having a right to disclose it to the receiving party; (vi) is necessary for the receiving party to disclose in connection with a merger or acquisition or proposed merger or acquisition, or the like, provided the party to whom such disclosure is being made executes a confidentiality agreement in a form reasonably satisfactory to the party whose Confidential Information is being disclosed; or (vii) is necessary to be shared with CRDA.

Section 6.9 Publicity

CRDA reserves the right to release all information relating to the subject matter of this Agreement and to determine the form, content and timing of the release of such information. Contractor will not divulge information concerning the subject matter of this Agreement to anyone (including, but not limited to a governmental authority in application for a permit, approval, or clearance, or to market its services) without CRDA's prior written consent, unless the disclosure is made by Contractor pursuant to the requirement or request of a governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order, and other sufficient notice is given by the Contractor to CRDA of any such requirement or request to permit CRDA to seek an appropriate protective order or exemption from such requirement or request. The requirements of this Section shall survive the termination or expiration of this Agreement.

Section 6.10 Severability

The failure of CRDA or Contractor to insist upon the strict performance of any provisions of the Agreement, or the failure of CRDA or Contractor to exercise any right, option or remedy hereby reserved, shall not be construed as waiver for the future of any such provision, right option or remedy or as a waiver of a subsequent breach thereof. No provision of the Agreement shall be deemed to have been waived unless such waiver shall be in writing signed by the party to be charged.

Section 6.11 Counterparts.

This Agreement may be executed in one or more counterparts, and a facsimile, or a scanned signature shall be deemed an original for all purposes. Each party represents and warrants that the person signing this Agreement on its behalf has full authority to bind such party to the covenants, terms and conditions stated herein.

IN WITNESS WHEREOF, CRDA and Siemens Industry, Inc have caused this Agreement to be signed by their duly authorized representatives, as such and not individually, as of the day and year written below.

Capital Region Development Authority

DATE: 6/4/25

By: Michael W. Freimuth
Executive Director

Siemens Industry, Inc.

DATE: _____

Terry Mulhall
Electronically signed by: Terry Mulhall
Date: Jun 2, 2025 08:13 EDT

By:

Nishant D'Sa
Electronically signed by: Nishant D'Sa
Date: Jun 3, 2025 11:47 EDT

ADDENDUM 1

ATTACHED HERETO IS INCORPORATED HEREIN AND MADE A PART HEREOF BY THIS REFERENCE

[Signature Page]

Addendum 1 to Building Services Agreement ("Purchase Order")
between
Capital Region Development Authority ("CRDA")
and
Siemens Industry, Inc., Smart Infrastructure ("Contractor")
Dated: 5/27/2025

Contractor and Subcontractor agree to modify the Terms and Conditions as follows, where the Terms and Conditions of the Agreement conflict with or differ from the Terms and Conditions of this Addendum, the provisions of this Addendum will control, and notwithstanding anything herein to the contrary, no reference to or incorporation of any contract, specification or document other than the Agreement and this Addendum shall grant rights to or impose any obligations upon either party relative to warranty, indemnity, insurance, delay, liquidated damages, payment or rights to drawings, computer code or other proprietary information:

6.3 Indemnity. …reasonable attorney's fees…directly arising out of…prevail and control.
NEW SECTION 7. Consequential Damages. "NOTWITHSTANDING ANYTHING IN THIS CONTRACT TO THE CONTRARY, NEITHER CONTRACTOR NOR SUBCONTRACTOR SHALL BE LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY TYPE OF INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE."
NEW SECTION 8. Limitation of Liability. "SUBCONTRACTOR'S MAXIMUM LIABILITY UNDER THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, INDEMNITY OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PRICE PAID TO SUBCONTRACTOR UNDER THIS AGREEMENT."

This Addendum may be executed in multiple counterparts, each of which shall be deemed original and all of which together shall constitute one and the same instrument.

The parties agree that this Addendum modifies the Agreement between the parties dated 7/1/2025 and is incorporated therein by this reference.

Contractor: **Capital Region Development Authority**

By: Michael W Fremont

Name: MICHAEL W FREMONT

Subcontractor: **Siemens Industry, Inc.**

By: Terry Mulhall
Electronically signed by: Terry Mulhall Date: Jun 2, 2025 08:13 EDT

Name:

By: Nishant D'Sa
Electronically signed by: Nishant D'Sa Date: Jun 3, 2025 11:47 EDT

Name:

Exhibit A

SIEMENS

PROPOSAL
Convention Center BAU 2025 3Y

PREPARED BY
Siemens Industry, Inc. ("Siemens")

PREPARED FOR
CAPITAL REGION DEVELOPMENT

DELIVERED ON
May 06, 2025

SMART BUILDINGS

Transforming the Everyday



SIEMENS

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SIEMENS

Contact Information

Proposal #:	9646400
Date:	May 06, 2025

Sales Executive:	Frank Pepe
Branch Address:	104 Sebethe Dr. Cromwell, CT 06416
Telephone:	860-262-4886
Email Address:	frank.pepe@siemens.com

Customer Contact:	
Customer:	CAPITAL REGION DEVELOPMENT
Address:	100 COLUMBUS BLVD
	HARTFORD CT 06103-2806
Services shall be provided at:	100 COLUMBUS BLVD

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Executive Summary

Customer Needs

The Services proposed in this agreement are specifically designed for CAPITAL REGION DEVELOPMENT, and the services provided herein will help you in achieving your facility goals.

Services Included

Siemens will provide the following services.

Service Description

- Onsite Targeted Maintenance - BMS Health
- Remote Targeted Maintenance - BMS Health
- Advanced Maintenance Diagnostics Report
- (A) Online Data Backup and Protection Service
- Software Subscription Service - Desigo CC
- Building X Manage Operations Manager Account Support and Subscription Renewal
- Evaluation of Demand Flow system performance using Chalk Talk digital twin

SIEMENS

Siemens Capabilities & Customer Commitment

Siemens Industry, Inc. is a leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. Siemens is a financially strong global organization with a Branch network that delivers personalized service and support to customers in multiple industries and locations.

References are available upon request.

SIEMENS

Building Services – Automation

Services that deliver the outcomes you want to achieve

Services delivered by Siemens have been developed to help you achieve the outcomes you expect.

Holistic Service Program

Most buildings rely on aging infrastructure to meet the demand for increased system reliability and uptime of the equipment. In addition, buildings are growing increasingly complex, with both an influx of available data to analyze and sophisticated occupant expectations.

All of this while meeting and exceeding all health and safety expectations. These complexities affect system performance and maintenance costs and amid these pressures and changes, too many organizations embrace an outdated and reactive maintenance program.

Our unique approach is a holistic and data driven approach to identify, prioritize, and act on your BMS, HVAC Equipment, and the Network that interconnects them (End-to-End) to drive outcomes for your organization.

Scope of Services

Service Agreement Management

As a valuable customer we have assigned a service operations team to support the following activities:

- Plan and implement the service schedule
- Regularly review past performance and upcoming services
- Quality Assurance: Through implementation of our Quality Assurance process, Siemens will help to ensure that we deliver quality service. We will discuss our performance and your satisfaction with the quality of service that is being provided under the Agreement. We can discuss recommendations for changes in the service program to better meet your changing needs. We also augment this program with periodic customer satisfaction surveys of your key staff members.

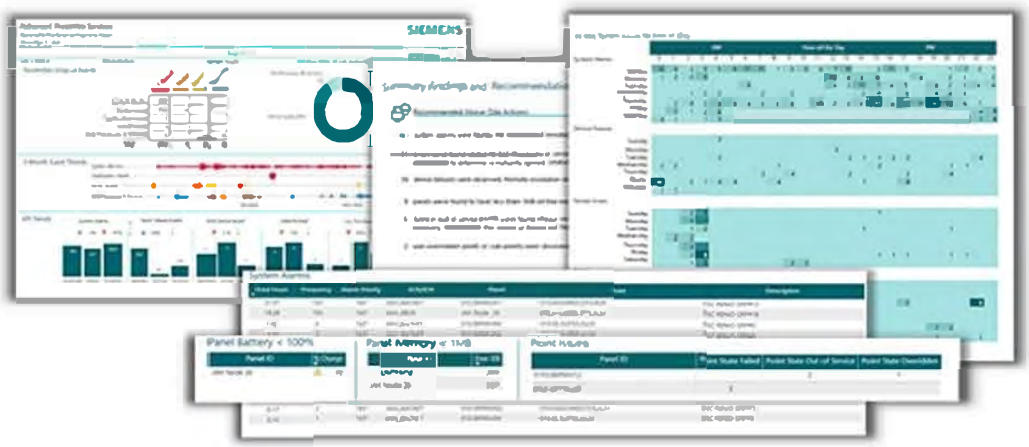
BMS Health

Optimize the health of the building management system by automating maintenance diagnostics reports to target and prioritize remote and onsite service

Advanced Maintenance Diagnostics

Through our advanced diagnostics platform, we will remotely identify system maintenance issues and provide data-driven recommended actions to address them, helping to optimize your system performance. We will seek to identify system alarms, panel failures, point failures, batteries, and memory issues as well as issues with the server performance and Windows processes and services.

Software Maintenance will be under Remote Targeted Maintenance, otherwise will be addressed as Time and Material.



Remote Targeted Maintenance

Through our resources at the Siemens Digital Services Center, Siemens will provide remote targeted maintenance services, based on customer priorities, and leverage system tools and diagnostics reporting and recommended actions to help maintain system efficiencies and helping to restore optimal conditions in the event that deficiencies are observed. This software maintenance service addresses the following system areas and/or components:

- Eliminate duplicate points
- Panel memory, out of service, or overridden
- System Alarms
- Server Health, Applications and Process Issues

Conditions that are not able to be restored above site will be brought to the customer's attention and incorporated into the next planned onsite service visit or can be addressed as a billable call.

Online Data Backup & Protection

Siemens will perform scheduled database backups remotely of all graphics, reports, configurations, user information and databases, and store this information on a cloud-based secure server. If, for any reason, any of the backed-up information or data is lost from your system, Siemens can reload the information or data on-site or remotely, with your backup copy (if covered elsewhere within this service agreement). The frequency and equipment to be included as part of this service is itemized in the List of Equipment Related Services. Online backups of the SQL database, historical data, and trends are not included with the Desigo CC application backup.

Software Subscription Service – Desigo CC

Siemens will provide you with software upgrades to your existing Siemens Desigo CC software as they are released. These upgrades include both Service Releases and all New Version Releases of Software, up to the Frequency shown in the Equipment Related Services table. Siemens will also provide corresponding support documentation outlining the features of the releases. Included is training to help to familiarize you with the new features along with their associated benefits. These updates will act to deliver the benefits of Siemens'

commitment to compatibility by design, a commitment unique in our industry. Workstations covered under this service are itemized in the List of Equipment Related Services. (Upgrades to PC's and related workstation hardware are excluded unless expressly included in this Agreement.)

Onsite Targeted Maintenance - BMS

Our experienced technicians will provide onsite support to help to address recommended repair actions based on system condition and customer priorities. In addition to software issues not resolved remotely, our group of experts will help to address other issues such as:

- Battery replacement
- Fail Panels, failed terminal controllers and failed points
- Hardware related issues

Additional Services

Building X – Operations Manager

Siemens Operations Manager is a cloud-based software-as-a-service (SaaS), that is part of Siemens' Building X platform offering for remote monitoring of a fleet of sites. Operations Manager allows customers to remotely monitor and operate their building equipment, including heating, ventilation, and air conditioning, and application specific controllers and meters.

Operations Manager includes:

- Multi-site overview
- Real-time visibility and operation
- KPI monitoring and visualization
- Data history and trend analysis
- Event notifications
- Remote web access

This agreement includes an Operations Manager subscription for up to 100 points. The subscription will be activated once the onboarding activities are complete and, subject to the terms and conditions, remain active for the duration of the agreement.

This agreement includes support for user onboarding, user login issues, and dashboard configuration and visualization issues. Additional support is not covered unless expressly addressed within this agreement.

Operations Manager requires an active cRSP connection to enable onboarding, configuration, and customer assistance. This service cannot be provided without an active cRSP connection. Additionally, connectivity to Building X via Desigo CC Extension Module or a remote gateway / edge device is required for this service. **The installation of these connectivity options should have been previously installed in a separate contract as they are not included in this proposal.**

To ensure proper communication with the Building X platform, the following endpoints must be accessible from the customer's network and added to the Whitelist.

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Firewall Requirements for connectivity to the Building X platform

Service	Cloud Endpoint [1]	Port	Description
Siemens Cloud Connectivity	*.connectivity.siemens.com	TCP: 443	All Siemens cloud services are available via a single domain. All communication is outbound only
Bootstrap	https://bootstrap.connectivity.siemens.com https://bootstrap.siemens.com	TCP: 443	
MQTT Broker	mqtts://mqtt.connectivity.siemens.com	TCP: 443	
Authentication Proxy	https:ffproxy.connectivity.siemens.com	TCP: 443	
Container Image Repository	https://registry.connectivity.siemens.com	TCP: 443	
Firmware Updates	https://ota-update.connectivity.siemens.com	TCP: 443	
NTP Server	0.siemens.pool.ntp.org (Main server) 1.siemens.pool.ntp.org (Backup server) 2.siemens.pool.ntp.org (Backup server) 3.siemens.pool.ntp.org (Backup server)	UDP: 123	

[1] Outbound communication from the building network is required for Operations Manager functionality. Operations Manager supports only URL-based communication.

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Emergency Response Times – Automation

Emergency Online/Phone Response

Premium

Monday through Sunday, 24 Hours per Day System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Siemens will respond within 2 hours, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency, as determined by your staff and Siemens. Where applicable, Siemens will furnish and install the necessary online service technology to enable us to remotely access into your system, through a communications protocol (internet connection or dedicated telephone line) that will be provided by the facility. Where remote access is not available to the system, Siemens will provide phone support to your staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

Emergency On-site Response

Premium

Monday through Sunday, 24 hours a day, Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond onsite at your facility within 4 hours for emergency conditions, as determined by your staff and Siemens, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

SIEMENS

Building Services – Energy

Services that deliver the outcomes you want to achieve.

Services delivered by Siemens have been developed to help you achieve the outcomes you expect.

Demand Flow™ Smart Services Core

About Demand Flow™ Smart Services Core

Your investment in Demand Flow™ Chilled Water System Optimization is designed to deliver improved efficiency, higher output, lower operating costs, and lower maintenance costs. Demand Flow™ Smart Services leverages the data from your Building Automation System (BAS), along with Siemens' cloud-based Demand Flow™ Digital Twin model, to identify operational issues, sequence faults, and equipment performance faults outside the scope of traditional Fault Detection approaches. These reports are then reviewed by Siemens' Demand Flow™ experts so that we can provide guidance on plant operations and maintenance.

Demand Flow™ Smart Service Core Deliverables

The Demand Flow™ Smart Services Core will provide a Demand Flow™ Digital Twin performance report.

Demand Flow™ Digital Twin performance report

The Demand Flow™ Digital Twin performance report compares the actual performance of your chilled water system (derived from data collected from the BAS) to the digital twin model. In the event that deficiencies are identified, these will be analyzed by Siemens' Demand Flow™ experts to make recommendations for upgrades that may include:

- Sensor upgrades or recalibrations
- Keystroke changes (i.e., release operator overrides, minor sequence changes)
- Equipment performance investigation and/or maintenance
- System recommissioning

Plants that have not had the Demand Flow™ optimization sequence installed will receive a more limited set of recommendations; however, they can still be analyzed using the approach outlined above.

Assessment Scope

The scope of this assessment shall include the following mechanical equipment:

- Chillers and water-side economizers
- Primary chilled water pumps
- Secondary chilled water pumps
- Condenser water pumps
- Cooling towers

The reports shall be delivered at a frequency of 1x per year at the facility or facilities listed below.

Building Name	Address
Connecticut Convention Center	100 Columbus Blvd,Hartford CT 06103

Exclusions

Any central plant equipment not listed above or unrelated to the chilled water system, such as hot water/ steam equipment and power generation equipment, is excluded from the analysis.

Any controllers not integrated into the Siemens BAS are excluded from the scope of this analysis.

SIEMENS

Emergency Response Times – Energy

Emergency Online/Phone Response

Billable Service
Online system and software troubleshooting and diagnostics and phone support will not be provided under the coverage of this agreement. Siemens will respond to your request for emergency on-line/phone support, 24 Hours per Day, excluding holidays, upon receiving notification of an emergency, as determined by your staff and Siemens, but all service performed will be provided as a billable service. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

Emergency On-site Response

Billable Service
Emergency Onsite Response is not included within the coverage of this agreement. Siemens will respond to your request for emergency on-site service as soon as staff is available. An emergency is determined by your staff and Siemens. All service performed will be provided as a billable service. Siemens will respond to your request for emergency onsite support, 24 hours per day, excluding holidays, upon receiving notification of an emergency, as determined by your staff and Siemens, but all service performed will be provided as a billable service.

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Connectivity and Communications

Siemens Service Portal

The Service Portal complements the personalized services you will receive from your local Siemens office by providing greater visibility into equipment and services delivered by Siemens. This web-based portal allows you the ability to submit service requests, confirm and modify schedules, track repairs, manage agreements, generate reports, and access critical information; then share it across your entire enterprise quickly and efficiently. The Service Portal is a user-friendly way to increase your productivity and the value of your service program.

Data security as a basic requirement

We value confidentiality and long-term partnerships. That is why we give the security of your data the highest priority. Before we implement an enhanced service package with remote support, we conduct an in-depth analysis of the situation, taking into account national and international regulations, technical infrastructures and industry specifics. Our service employees carefully evaluate your needs on an individual basis with a view toward information security.

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Service Agreement Contract Characteristics

Description	AUTOMATION	ENERGY
Hours of Coverage	24 x 7	24 x 7
Response Times (Phone/Online)	2 Hours	N/A
Response Times (Onsite/Emergency)	4 Hours	N/A
Remote Services	Yes	No
Third Party Systems	No	No
Monitoring	Yes	Yes
Additional Labor Discount	20.0%	20.0%
Additional Material Discount	20.0%	20.0%

Labor and material discounts are applicable for sites identified in this agreement and are only available for the disciplines included in this agreement. Material discounts do not apply to 3rd party or non-Siemens Building Products manufactured components.

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General Services

Automation

Service Description	Qty	Frequency	Year
Onsite Targeted Maintenance - BMS Health	1	1	1,2,3
Remote Targeted Maintenance - BMS Health	1	1	1,2,3
Advanced Maintenance Diagnostics Report	1	4	1,2,3
(A) Online Data Backup and Protection Service	1	4	1,2,3
Software Subscription Service - Desigo CC	1	1	1,2,3
Building X Manage Operations Manager Account Support and Subscription Renewal	1	1	1,2,3

Energy

Service Description	Qty	Frequency	Year
Evaluation of Demand Flow system performance using Chalk Talk digital twin	1	1	1,2,3

Maintained Equipment Table

Automation

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
PXC Modular						
	Preventive Maintenance - Automation	8	1	1,2,3	Onsite	N/A
	Software Maintenance	8	1	1,2,3	Onsite	N/A
PXC Modular - Expansion Modules						
	Preventive Maintenance - Automation	2	1	1,2,3	Onsite	N/A
TEC - Electronic Outputs						
	Preventive Maintenance - Automation	34	1	1,2,3	Onsite	N/A

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BX Operations Manager – Equipment Included

Equipment Name

TBD

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Service Team

An important benefit of your Service Agreement derives from having the trained building service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

Added to the team is a team of building experts at our Digital Service Center. The benefits you receive are less disruption to your employees at the site, less intrusive on the system at peak hours, fewer emissions for trucks rolled, and real time analytics with digital workspace hours.

The following list outlines the service team that will be assigned to the service agreement for your facility

Your Assigned Team of Service Professionals will include:

Sales Executive manages the overall strategic service plan based upon your current and future service requirements.

Client Services Manager is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Primary Service Specialist is responsible for performing the ongoing service of your system.

Secondary Service Specialist who will be familiarized with your building systems to provide in-depth backup coverage.

Service Energy Engineer is responsible for delivering analysis and improvement recommendations related to the performance of in-scope mechanical systems.

Remote Services Specialist is responsible for the execution of remote services including proactive planned tasks, in-depth fault analysis and identification of corrective actions.

Service Operations Manager is responsible for managing the delivery of your entire support program and service requirements.

Service Coordinator is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

Service Administrator is responsible for all service invoicing including both service agreement and service projects.

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Terms and Conditions

Terms and Conditions (Click to download)
Terms & Conditions (www.siemens.com/standard-terms-service)

Price Escalation. If, during the term of this Contract, the price of various materials or labor or logistics are increased as reflected by CRU, CMAI, COMEX market indexes or IHS Markit, then Siemens may increase the applicable yearly Investment or apply a surcharge accordingly.

To the extent applicable, the following Addendum(s) are incorporated and made part of the Siemens Standard Terms and Conditions:

Click on addendum below to read/download
Online Backup and Data Protection (www.siemens.com/data-backup-addendum)
Software License Warranty (www.siemens.com/software-license-addendum)
Consulting (www.siemens.com/rider-consulting)
Digital Service Offerings (www.siemens.com/digital-service-addendum)
Exclusions and Clarifications (www.siemens.com/clarification-addendum)

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Agreement Terms for Investments

Services shall be provided at:

Siemens Industry, Inc. shall provide the services as identified in this Proposal and pursuant to the associated terms and conditions contained within.

Duration (Initial Term and Renewal): This Agreement shall remain in effect for an Initial Term of 3 Periods beginning July 1, 2025. After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods. The Investments for each year after the Initial Term of the Agreement and each year of each renewal of this Agreement shall be determined as the immediate prior year's Investment plus an escalator of 5.5% or as allowed per this proposal. In addition, each renewal term pricing shall be adjusted for any additions or deletions to services selected for the renewal term.

Initial Term Investments:

Period	Period Range	Billing Frequency	Annual Price
1	Jul1,2025 - Jun 30,2026	Annually (In Advance)	$33,463.00
2	Jul 1,2026 - Jun 30,2027	Annually (In Advance)	$35,341.00
3	Jul 1,2027 - Jun 30,2028	Annually (In Advance)	$37,284.00

Multi-Period Investment Total	$106,088.00*

Amount Due In Advance Based On Billing Frequency

Estimated sales taxes have been included in the investment amount. The exact amount will be calculated based on local requirements at the time of invoicing. The pricing quoted in this Proposal are firm for 30 days.

Siemens Industry, Inc. invoices paid by credit card may be subject to a surcharge of up to 2%.

Siemens' pricing is subject to adjustment for any direct or indirect new or modified taxes, duties, tariffs, or equivalent measures imposed by any U.S. or foreign governmental authority that are applicable to our offering, including any hardware, software, or service components contained therein. Siemens shall be entitled to an equitable adjustment in pricing to reflect the impacts of any such measures. Please note that the aforementioned measures specifically include any price adjustments required as a result of increased costs incurred by Siemens due to tariffs imposed by any governmental authority (including, without limitation, increased costs due to tariffs imposed by any governmental authority on Siemens' vendors).

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Signature Page

The Buyer acknowledges that when accepted by the Buyer as proposed by Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents, including any applicable Rider(s), incorporated herein) shall constitute the entire agreement of the parties with respect to its subject matter.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

Initial Term Investments

Period	Period Range	Billing Frequency	Annual Price
1	Jul1,2025 - Jun 30,2026	Annually (In Advance)	$33,463.00
2	Jul 1,2026 - Jun 30,2027	Annually (In Advance)	$35,341.00
3	Jul 1,2027 - Jun 30,2028	Annually (In Advance)	$37,284.00

Proposed by:

Siemens Industry, Inc.

Company

Frank Pepe

Name

9646400

Proposal #

$106,088.00

Proposal Amount

May 06, 2025

Date

Accepted by:

CAPITAL REGION DEVELOPMENT

Company

Name (Printed)

Signature

Title

Date

Purchase Order # ☐ PO for billing/pmnt only ☐ PO not required

SIEMENS

Energy Service Offerings

Energy Services to Achieve Your Goals

SIEMENS

Comprehensive services to conserve energy, maximize efficiency, minimize operating costs and achieve your decarbonization goals.



With more than 100 field offices staffed with 3,100 service employees, we have the resources to help you achieve your goals.

Siemens energy engineers provide expert analysis and recommendations to maximize your savings and efficiency.

Siemens Digital Service Center is staffed with more than 300 professionals to provide remote monitoring and response to ensure improvements persist and grow over time.

Comprehensive Energy & Decarbonization Services

1. Smart Building Commissioning
2. Dynamic VAV Optimization
3. Demand Flow Central Plant Optimization
4. White Space Cooling Optimization
5. Green Labs
6. eMobility Charging Services
7. Energy Supply & Decarbonization Advisory Services
8. Distributed Energy Systems
9. Peak Demand Limiting
10. Holistic Services

Attachment A

STATE OF CONNECTICUT TERMS AND CONDITIONS
(June 7, 2024)

References herein to the "State" shall mean the Capital Region Development Authority ("CRDA") and/or the State of Connecticut, and references to "Contractor" or "Contractors" shall mean the entity [insert Contractor] with whom CRDA is contracting. References herein to "Contract" shall mean the agreement between CRDA and Contractors to which these terms ("T&Cs") are incorporated and made a part thereof.

1. **Statutory Authority.** Connecticut General Statutes § 32-602(b)(2) provides CRDA with the authority to enter into contracts in the pursuit of its mission.

2. **Governing Law.** The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. All parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against CRDA, 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 herein constitutes a waiver or compromise of the sovereign immunity of the State. The Contractors waive 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.

3. **Background Checks.** The Contractors warrant that they will not assign any employee, independent contractor or agent to perform services under the Contract unless that employee, independent contractor or agent has completed a background check and is deemed suitable by Contractor for performing such services. The background check must minimally include criminal conviction information for the past seven years, a check of the national and state sex offender registries and a social security number verification. In conducting such background check, the Contractor shall comply with all applicable federal and state laws. All fees associated with the background checks shall be the responsibility of the Contractor. The Contractor shall immediately remove any employee, independent contractor or agent performing services under the Contract: (i) if it becomes known to the Contractor that such person may be a danger to the health or safety of CRDA employees, directors, or its agents, , or (ii) at the request of CRDA, based on a concern of community or individual safety.

4. **Ethics and Compliance**. Contractors acknowledges that by doing business with or seeking to do business with the State it is subject to certain provisions of the Code of Ethics for Public Officials of the State of Connecticut (the "Code of Ethics") applicable to current or prospective state contractors. Contractor acknowledges receipt and review of the Code of Ethics as currently posted on the Web site of the Office of State Ethics www.ct.gov/ethics and agrees to comply with all provisions of the Code of Ethics applicable to Contractors as a current or potential state contractor. As required under C.G.S. §1-101qq, the Contractor will include the foregoing reference to the state ethics law summary in each subcontract entered into with Subcontractors in connection with the Project.

5. **Access to Contract and State Data**. The Contractors shall provide to the State access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and CRDA that are in the possession or control of the Contractors upon demand and shall provide the data to the State in a format prescribed by the State and the State Auditors of Public Accounts at no additional cost.

6. **Executive Orders and Other Enactments.**

a. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or CRDA's authority to require compliance with the Enactments.

b. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

7. **Insurance.** To the extent that the insurance obligations of the Contractor set forth in the body of the Agreement (or the exhibits thereto other than this exhibit) require higher coverage limits or greater, broader and/or more expansive insurance coverage than that set forth in this Section 7, the higher coverage limits and greater, broader and/or more expansive insurance coverage requirements of the body of the Agreement (or the exhibits thereto other than this exhibit) shall apply, prevail and control. Contractor agrees to maintain insurance policies protecting its property interests at the project site covering the following risks in the following minimum amounts and named additional insureds:

a. **Workers' Compensation -** Contractor shall secure and deliver to CRDA evidence of workers' compensation (including occupational disease hazards) and Employer's Liability insurance, insuring their employees in amounts equal to or greater than required under Connecticut law. Provided that such required amounts are provided under Contractor's excess/umbrella coverage, the Employer's Liability insurance limits may be the minimum required by the excess/umbrella carrier as an underlying limit.

b. **Commercial General Liability -** Contractor shall secure and deliver to CRDA prior to the commencement of the term hereunder and shall keep in force at all times thereafter during the term of the Agreement, a commercial general liability insurance policy, including bodily injury, personal injury and property damage, covering Contractor's activities and loss and damage to the improvements at the project site and other facilities at the project site occurring in connection with Contractor's activities, in the amount of not less than One Million Dollars ($1,000,000.00) per occurrence and not less than Two Million Dollars ($2,000,000.00) in the aggregate per policy year, including products and completed operations, personal and advertising injury and blanket contractual liability coverage. Contractor shall also maintain umbrella liability insurance (following form) for the commercial general liability and employers' liability matters covered by the policies described in this Section hereof with a limit of Ten Million Dollars ($10,000,000) in the aggregate.

c. **Evidence of Insurance -** Contractor shall provide to CRDA and the City (or Town, as applicable) not later than the commencement date of this Agreement and annually thereafter, certificates of insurance evidencing the coverage's required by this Section, all in such form as CRDA and the City (or Town, as applicable) may reasonably require, with Contractor as the named insured and with CRDA and the City (or Town, as applicable) as additional insured's. The policies for said coverages shall contain a provision covering Contractor's indemnification liabilities to CRDA and the City (or Town, as applicable) (to the extent that the loss is of a nature that it would otherwise be covered under such insurance). Notwithstanding the provisions of this Section, the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type.

d. **Other Insurance Requirements -**

(i) All insurance required to be maintained under this Agreement must be placed with insurance companies reasonably licensed to do business in the state of Connecticut with the financial rating of at least A-(VIII) or better by the latest edition of A.M. Best's Rating Guide or, if such guide is no longer available, any generally recognized

replacement, therefore. All insurance required hereunder shall be written on an "occurrence" (as opposed to "claims made") basis.

(ii) A certificate of insurance (evidencing renewal or replacement of coverage) shall be delivered to CRDA at least thirty (30) days before a policy's expiration date except for any policy expiring on the termination date of this Agreement or thereafter.

(iii) All insurance procured by Contractor in accordance with the requirements of the Agreement shall be primary over any insurance carried by CRDA, shall not require contribution by CRDA and shall provide that the insurer shall have no right of recovery or subrogation against CRDA.

8. **Nondiscrimination.**

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

i. "Commission" means the Commission on Human Rights and Opportunities;

ii. "Contract" and "contract" include any extension or modification of the Contract or contract;

iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender- related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and
(3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 32-9n; and

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

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is

(1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (3) the federal government,
(4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

b. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

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

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

e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56 as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or

vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

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

h. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State 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. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections or (B) signing this Contract.

9. **Large State Contract Representation for Contractor**. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

(1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public

official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

(2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

10. **Large State Contract Representation for Official or Employee of State Agency.** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

11. **Consulting Agreement Representations.** Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Terry Mulhall *Electronically signed by: Terry Mulhall Date: Jun 4, 2025 10:33 EDT*
Consultant's Name and Title

Siemens Industry Inc.
Name of Firm (if applicable)

7/1/2025
Start Date

6/30/2028
End Date

$106,088
Cost

The basic terms of the consulting agreement are:
BAU Service Agreement

Description of Services Provided:
See attached BAU Service Agreement

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

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

12. **Campaign Contribution Restrictions**. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of $50,000 or more, or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Contract represents that they have received 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.

13. **Summary of State Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

14. **Iran Energy Investment Certification.**

a. Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

15. **Freedom of Information.**

a. Contractor acknowledges that CRDA must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of CRDA upon request of any citizen, unless the content of the document falls within certain categories of exemption.

b. Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars ($2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1-200, CRDA is entitled to receive a copy of the records and files related to the Contractor's performance of the governmental function, which may be disclosed by CRDA pursuant to the FOIA.

16. **Whistleblowing.** If this Contract is a "large state contract" (as defined in C.G.S. § 4-61dd) having a value of five million dollars ($5,000,000) or more, it is subject to the provisions of C.G.S. §

4-61dd. In accordance with such statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, then in accordance with subsection (e) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of the Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

17. **Contractor Certifications.** The Contractor certifies that the Contractor has not, within the three (3) years preceding the Contract, in any of its current or former jobs, been convicted of, or had a civil judgment rendered against it or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property or made an admission of guilt of such conduct which is a matter of record.

Contractor certifies that it has not within past three (3) years preceding the Contract been suspended or disbarred from any federal, state, local or Tribal programs, business, awards, contracts, agreements, grants or procurements.

18. **Agent for Legal Service of Process.** If Contractor is an individual/sole proprietor and not domiciled in Connecticut, Contractor shall appoint a registered agent for legal service of process within the State of Connecticut ("Agent") to receive and route all service of process and legal mandates and notifications related to the Contract and the resulting business relationship. The contractor shall provide such Agent's registered agent location address within Connecticut to CRDA prior to the execution of the Contract and shall maintain such Agent throughout the term of the Contract.

19. **Labor and Personnel.** At all times, Contractor shall utilize approved, qualified personnel and any CRDA approved subcontractors necessary to perform the services under this Contract. Contractor shall advise CRDA promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Contractor involving Contractor's employees or subcontractors which may reasonably be expected to affect Contractor's performance of services under this Contract. CRDA may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to CRDA to provide the services otherwise performable by Contractor hereunder. The Contractor will be responsible to CRDA for any economic detriment caused CRDA by such subcontract arrangement. Contractor shall, if requested to do so by CRDA, reassign from CRDA's account any employee or authorized representatives whom CRDA, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, CRDA shall give ten (10) days' notice to Contractor of the CRDA's desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy CRDA that the employee should not be reassigned; however, CRDA's decision in its sole discretion after such five (5)

day period shall be final. Should the CRDA still desire reassignment, then five (5) days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from CRDA's account.

20. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, to the extent applicable, during the term of the Contract. CRDA may Terminate the Contract if the Contractor fails to comply with the Act.

Attachment B

Form C
01-13-2016

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

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

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INSTRUCTIONS:

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

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am Area General Manager (Signatory's Title) of Siemens Industry Inc (Name of Entity), an entity duly formed and existing under the laws of Delaware (Name of State or Commonwealth).

I certify that I am authorized to execute and deliver this affidavit on behalf of Siemens Industry Inc (Name of Entity) and that Siemens Industry Inc (Name of Entity) has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

Terry Mulhall
Electronically signed by: Terry Mulhall Date: Jun 4, 2025 10:55 EDT
Authorized Signatory

Terrance Mulhall
Printed Name

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

Commissioner of the Superior Court/ Notary Public

Commission Expiration Date

Attachment C

OPM Form 1

STATE OF CONNECTICUT
CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of $50,000 or more, pursuant to C.G.S. § 9-612.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or proposal (if no bid or proposal– submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

Check One:

☐ **Initial Certification**

☐ **Updated Certification because of change of information contained in the most recently filed certification**

CAMPAIGN CONTRIBUTION CERTIFICATION:

I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

Lawful campaign Contributions to Candidates for Statewide Public Office include:

Contribution Date	Name of Contributor	Recipient	Value	Description

OPM Form 1

Lawful Campaign Contributions to Candidates for the General Assembly:

Contribution Date	Name of Contributor	Recipient	Value	Description

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

Terrance Mulhall
Printed Contractor Name

Printed Name of Authorized Official

Terry Mulhall *Electronically signed by: Terry Mulhall Date: Jun 4, 2025 10:55 EDT*
Signature of Authorized Official

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

Commissioner of the Superior Court (or Notary Public)

My Commission Expires: _____

Attachment D

OPM Ethics Form 5 Rev. 3-28-14

STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

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

_____ _____ _____
Start Date End Date Cost

Description of Services Provided: _____

_____

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

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

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

Siemens industry Inc.		
Printed Name of Bidder or Contractor	**Signature of Principal or Key Personnel**	**Date**
Terry Mulhall *Electronically signed by: Terry Mulhall Date: Jun 4, 2025 10:55 EDT*	Terrance Mulhall	CRDA
	Printed Name (of above)	Awarding State Agency

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

_____
Commissioner of the Superior Court or Notary Public

_____
My Commission Expires

Attachment E

SEEC FORM 10
CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 1/11

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

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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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.

ACKNOWLEDGEMENT OF RECEIPT

Terry Mulhall

Electronically signed by: Terry Mulhall Date: Jun 4, 2025 10:55 EDT

SIGNATURE

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name	MI	Last Name	Suffix
Terrance		Mulhall	

TITLE

Area General Manager

COMPANY NAME

Siemens Industry Inc.

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

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Attachment F

CRDA Disclosure Form A – Effective July 1, 2023

C•R•D•A

Capital Region
Development Authority

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).

"**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.

Please list <u>all</u> Principals of contractor or prospective CRDA contractor (use an additional sheet of paper if necessary).

PRINCIPALS (as applicable)	NAME	TITLE/RELATIONSHIP
Members of Board of Directors		
President, Treasurer, and Executive Vice Presidents		
CEO or officer with comparable powers and duties		
Employee who has managerial or discretionary responsibilities with respect to the CRDA contract		
Applicable Spouses and/or Dependent Children		
Political Committees		

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

Terry Mulhall
Electronically signed by: Terry Mulhall Date: Jun 4, 2025 10:55 EDT

Name/Title: _____ Date: _____



SCHEDULED SERVICE AGREEMENT

Trane Office
Trane U.S. Inc.
716 Brook Street, Suite 130
Rocky Hill, CT 06067

Trane Representative
Alan Berard
Office: (860) 616-6514

Proposal ID
8265955

Service Contract Number
AB8265955

Contact Telephone Number for Service
(860) 616-6543

June 12, 2025

Company Name
Capital Region Development Authority
100 Columbus Blvd Suite 500
Hartford, CT 06103-2819

Site Address
Connecticut Convention Center
100 Columbus Blvd Ste 400
Hartford, CT 06103

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EXECUTIVE SUMMARY

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, Trane will schedule and manage preventative maintenance and provide repair coverage to help you minimize unplanned downtime and avoid unexpected expenses.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being serviced according to OEM best practices.
- Priority service available 24-hours a day
- Advanced diagnostic technologies allow our technicians to analyze system performance comprehensively

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP) O&M Guide 2010*

ADDITIONAL SUPPORT

Environmental Practices	Consistent Processes	Safety	Assigned Team
Trane procedures for handling refrigerant are compliant with federal and state regulations.	All Trane technicians follow documented processes ensuring uniform service delivery.	Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.	You will have a consistent group of Trane employees dedicated to your account.







WHY TRANE? WE FOCUS ON BETTER BUILDINGS.

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

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SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards, and that the system is tailored to your needs. The following are the standard inclusions of your service agreement:

ON-SITE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.



Implementation:

- Technician visits are scheduled in advance through one assigned maintenance team for all HVAC equipment brands
- On-site service is completed during normal business hours
- Receive consistent service outcomes through proprietary maintenance procedures

TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Identify long-term equipment performance trends and avoid equipment failures

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REFRIGERANT MANAGEMENT



The US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2020 in addition to mandated leak inspections on certain appliances that exceed the leak rate threshold. Section 608 of the Clean Air Act prohibits the knowing release/venting of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices and documentation by owners and operators of refrigeration and air-conditioning systems, all servicing technicians, and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs.*** ***With recent definition changes from the EPA, each independent circuit is considered a separate appliance. These records must be maintained for 3 years and be directly accessible if audited by the EPA.*** **This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.**

All Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constrains to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size (supports accurate fugitive emissions reporting where applicable).

When a customer has all their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable and comprehensive documentation to authorities during audits
- Maintain company environmental standards and provides data for managing any reporting needs
- Detect potential refrigerant leaks before equipment damage occurs
- Technicians are trained to report all refrigerant handling which can aid in fugitive emissions reporting, not just for 50 lbs.+ appliances

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

Tiered Service Offerings to better support your needs:

1. Trane's Standard EP Compliant S/A
    a. Trane Technicians will provide applicable EPA documentation when required by the service activity performed
2. Trane's EPA Compliant Reporting S/A
    a. In addition to the Standard Offering, the local Trane office will run quarterly reports that will be extended to the customer to help inform them of EPA mandated leak inspections that may be required on their equipment and the corresponding anniversary date(s) that those inspection(s) need to be completed.
3. Trane's Premium EPA Compliance S/A
    a. In addition to the Standard and Reporting Offerings, labor to perform those leak inspections is also included.
    b. Customer will have access to form letters and information assistance for reporting situations encountered during coverage.

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HVAC EQUIPMENT COVERAGE

Connecticut Convention Center

The following "Covered Equipment" will be serviced at Connecticut Convention Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Absorption Liquid Chillers – Two-Stage	1	Trane	ABTF120GJM	L03L07727	CH-1

Service Description	Quantity Per Term
Absorption Annual Maintenance Horizon Two Stage with Tube Cleaning (Service 1)	1
Absorption Operational Maintenance Horizon Two Stage (Service 2)	2
Lithium Bromide Solution Sample (Service 3)	1
Absorber Shut Down Inspection (Service 4)	1
Absorber Start-Up (Service 5)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Chiller	1	Trane	CVHF091FA2	L03K07630	CH-3
Centrifugal Chiller	1	Trane	CVHF128FA2	L03L07762	CH-2

Service Description	Quantity Per Year
Oil Sample-Centravac (Service 6)	1
Centrifugal Annual Inspection (Service 7)	1
Centrifugal Operational Inspection (Service 8)	2
Centrifugal Seasonal Start Up (Service 9)	1
Centrifugal Seasonal Shut Down (Service 10)	1
Condenser Tube Cleaning (Service 11)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Refrigerant Monitor (TruSense RMWH MG)	1	Trane	RMWH0410	L23F01241	

Service Description	Quantity Per Year
Refrigerant Monitor Annual Maintenance (Service 12)	1

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PRICING AND ACCEPTANCE

Capital Region Development Authority
100 Columbus Blvd Suite 500
Hartford, CT 06103-2819

Site Address:
Connecticut Convention Center
100 Columbus Blvd Ste 400
Hartford, CT 06103

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled “Scheduled Service Agreement,” the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the “Service Agreement” or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the “Terms and Conditions,” and “Scope of Services” sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the “Service Fee(s)”) for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Quarterly Payment USD	Payment Term
Year 1	$42,610.00	$10,652.50	Quarterly
Year 2	$45,260.00	$11,315.00	Quarterly
Year 3	$48,140.00	$12,035.00	Quarterly

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a “Service Project” is included in the Agreement, the Cancellation Fee set forth in “Exhibit A” Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Tariffs

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

Term

The Initial Term of this Service Agreement is 3 years, beginning October 1, 2025. However, Trane’s obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer’s account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer’s right to cancel this Agreement only applies to the original owner of

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this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
Joseph Geremia Authorized Representative	Alan Berard Submitted By: Alan Berard
Joseph Geremia Printed Name	Proposal Date: June 12, 2025
CTDA CFO Title	Office: (860) 616-6514 License Number: HTG.0407786-S1
Purchase Order	Alan Berard Authorized Representative
9/22/25 Acceptance Date	Account Manager Title 6.12.25 Signature Date

The Initial Term of this Service Agreement is 3 years, beginning October 1, 2025

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TERMS AND CONDITIONS - SERVICE

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Trane Digital Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at **https://www.trane.com/TraneConnectedServicesTerms**, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in,

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on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING TRANE DIGITAL SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

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15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

20. Export Laws. The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

21. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations, and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue: (4)

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waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

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SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

   "Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

   "Equipment" shall have the meaning set forth in the Agreement.

   "HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

   "Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

   "Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
   a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
   b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
   c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
   d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no

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longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).

e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "***Laws***").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("***Information Security Program***"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

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13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
    (i) Data backups; and
    (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

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APPENDIX

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.



A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Upon request, Trane can send you an annual report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems

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CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Absorption Annual Maintenance Horizon Two Stage
Description
- Absorber Horizon Purifier Purge Check With Condensing Coil Cleaning
- Absorber Purge V Belt/Pulley Maintenance
- Absorber Horizon Purge Vacuum Pump Oil Change
- Absorber Horizon Purge Pump Vacuum Check
- Absorber Horizon Purge Motor Maintenance
- Absorber Horizon Purge Vacuum Line Leak Check
- Absorber Horizon Control Panel Electrical Inspection
- Absorber Horizon Refrigerant Pump Motor Meg
- Absorber Horizon Refrigerant Pump Motor Inspection
- Absorber Horizon High Temp Solution Pump Motor Meg
- Absorber Horizon High Temp Solution Pump Motor Inspection
- Absorber Horizon Low Temp Solution Pump Motor Meg
- Absorber Horizon Low Temp Solution Pump Motor Inspection
- Absorber Horizon Absorber Spray Pump Motor Meg
- Absorber Horizon Absorber Spray Pump Motor Inspection
- Absorber Horizon AFD Check

Service 2: Absorption Operational Maintenance Horizon Two Stage
Description
- Absorber Horizon Purge Vacuum Pump Oil Change
- Absorber Sequense of Operation with Microprocessor
- Absorber Horizon Operating Test Log with Microprocessor

Service 3: Lithium Bromide Solution Sample
Description
- Absorber Lithium Bromide Solution Sample

Service 4: Absorber Shut Down Inspection
Description
- Absorber Seasonal Shut Down

Service 5: Absorber Start-Up
Description
- Absorber Unit Vacuum Check
- Seasonal Pre-Start Service
- Verify Nitrogen Pressure, Relieve Nitrogen Pressure
- Absorber Purge Vacuum Pump Oil Change
- Seasonal Startup- Horizon
- Absorber Sequense of Operation with Microprocessor
- Log Unit
- Complete Required Paper Work

Service 6: Oil Sample-Centravac
Description
- Take Oil Sample CenTraVac - Unit Not Running

Service 7: Centrifugal Annual Inspection
Description
- Customer Notification
- Initial Site Inspection

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- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Oil Analysis Per Circuit
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
- Purge Maintenance And Operation
- Vane Linkage And Oil Valve Lubrication
- Open Starter Panel Door(s)
- Compressor Starter Inspection - Centrifugal
- Meg Compressor Motor
- Close Starter Panel Door(s)
- Control Panel Electrical Inspection - Centrifugal
- Control Panel Calibration Check
- Low Temperature Sensor Calibration
- Drain Rupture Disc Vent Line
- Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters
- Pre-Start Chiller Check
- Start Chiller
- Manual Log With Electronic Device

Service 8: Centrifugal Operational Inspection
Description
- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check

Service 9: Centrifugal Seasonal Start Up
Description
- Initial Site Inspection
- Lubricate and Test Vane Linkage W/O Ending Lock Out Tag Out
- Oil Level And Temperature Check
- Test Oil Pump
- Pre-Start Chiller Check
- Start Chiller
- Review Purge Report
- Review Diagnostics

Service 10: Centrifugal Seasonal Shut Down
Description
- Initial Site Inspection
- Review Diagnostics
- Customer Notification Of Chiller Shut Down Including Lock Out

Service 11: Condenser Tube Cleaning
Description
- Centravac Condenser Tube Cleaning with Head Removal, Brushes and Gaskets

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Service 12: Refrigerant Monitor Annual Maintenance
Description

- Visual Inspection of Monitor
- Inspect Air Sample Tubing
- Review Diagnostics and Set up Menu
- Check Internal Wiring of Monitor
- Replace Line End Filters
- Zero and Span Gas Calibration
- Allow the Monitor to Cycle Through All Zones for Final Check

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