

DOT Consultant Agreement (13b-20b to 13b-20m)

PRINT OR TYPE

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
AGREEMENT SECTION

1. PREPARE IN DUPLICATE
2. THE STATE AGENCY AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND /OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

		(1) <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT	(2) IDENTIFICATION NO. DCA 10DOT0201AA
CONTRACTOR	(3) CONTRACTOR NAME PB Americas, Inc.		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS 148 Eastern Boulevard, Glastonbury, CT 06033		CONTRACTOR FEIN / SSN
STATE AGENCY	(5) AGENCY NAME AND ADDRESS CT Department of Transportation, 2800 Berlin Tnpk., Newington, CT 06111-7546		(6) AGENCY NO. 5000
CONTRACT PERIOD	(7) DATE (FROM) 5-1-10	THROUGH (TO) Compl. of Work	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. 3.05-01(10) <input checked="" type="checkbox"/> NEITHER
CANCELLATION CLAUSE	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT.)		(9) REQUIRED NO. OF DAYS WRITTEN NOTICE. -30-

COMPLETE DESCRIPTION OF SERVICE	(10) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) OR CONSULTING ENGINEER AGREES:		
	<p>That the State notwithstanding the contract period mentioned above is not obligated for any cost under this Agreement unless the Consulting Engineer has been authorized by the State in writing from the Department of Transportation to commence with the hereinafter mentioned work.</p> <p>To perform Construction Engineering and Inspection Services to the East Bridgeport Railroad Yard.</p> <p>State Project No. 300-130 CT Certificate of Registration for Corporate Practice of Engineering No. 55 (See Attached Sheets 1- 40 and Specified Attachments which are hereby made a part of this Agreement)</p>		

COST AND SCHEDULE OF PAYMENTS	(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.		
	<ol style="list-style-type: none"> 1. Payroll plus burden, fringe, overhead, and profit. 2. Fixed fee for profit of \$286,084. 3. Premium Overtime not to exceed \$29,100. 4. Direct non-salary costs not to exceed \$56,600. 5. Maximum limiting amount not to exceed \$3,650,350. 		

(12) ACT CD	(13) DOC TYP	(14) COM. TYP	(15) LSE. TYP	(16) ORIG. AGCY	(17) DOCUMENT NO.	(18) COMMIT. AGCY	(19) COMMIT. NO.	(20) VENDOR FEIN / SSN - SUFFIX	
(21) COMMITTED AMOUNT \$				(22) OBLIGATED AMOUNT \$		(23) CONTRACT PERIOD (FROM / TO) 5-1-10 Compl. of Work			
(24) ACT CD	(25) COMM. LINE NO.	(26) COMMITTED AMOUNT	(27) COMM. AGCY.	(28) COST CENTER FUND SID		(29) OBJECT	AGENCY TAIL (30) FUNCTION (31) ACTIVITY (32) EXTENSION		(33) F.Y.

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

ACCEPTANCES AND APPROVALS		(34) STATUTORY AUTHORITY 13b-10
(35) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)		TITLE Garry E. Nunes, Senior Vice President PB Americas, Inc. DATE
(36) AGENCY (AUTHORIZED OFFICIAL)		TITLE Thomas A. Harley, P.E., Bureau Chief, Bureau of Engineering & Construction DATE
(37) ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE