

**MASTER MUNICIPAL AGREEMENT
FOR RIGHTS OF WAY PROJECTS**

THIS MASTER MUNICIPAL AGREEMENT FOR RIGHTS OF WAY ACTIVITIES (“Master Agreement” or “Agreement”) is entered into by and between the STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION (the “CTDOT”), and the City of Stamford, Town Hall, 888 Washington Boulevard, 10th Floor, Stamford, Connecticut 06901 (the “Municipality”). The CTDOT or the Municipality may each be referred to individually as the “Party” and collectively may be referred to as the “Parties.”

WHEREAS, the Municipality undertakes, and may financially participate in, rights of way activities, in conjunction with improvements to locally-maintained roadways, structures and transportation enhancement facilities that are eligible for government financial assistance from the CTDOT, the federal government, or both; and

WHEREAS, the CTDOT is the authorized entity responsible for distributing the state and federal government financial assistance with respect to these municipal projects; and

WHEREAS, on a project-by-project basis either the Municipality or the CTDOT takes on the responsibility for the administration of the rights of way phase of a particular municipal project, and the parties wish for this Master Agreement to address the rights of way phase of the Municipality or State’s administered projects; and

WHEREAS, the Commissioner is authorized to enter into this Agreement and distribute state and federal financial assistance to the Municipality for these projects pursuant to § 13a-98i and § 13a-165 of the Connecticut General Statutes; and

WHEREAS, the CTDOT and the Municipality wish to set forth their respective duties, rights, and obligations with respect to these projects that are undertaken pursuant to this Master Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE THAT:

Article 1. Definitions. For the purposes of this Master Agreement, the following definitions apply:

1.1 “Administer,” “Administering” or “Administration” of the Rights of Way Project means conducting and managing operations required to perform and complete the Rights of Way Project, including performing the work either by the Municipality or the CTDOT, as applicable to the particular Rights of Way Project, in whole or in part, undertaking all of the administrative-duties related to and required for the completion of the Rights of Way Project.

1.2 “Authorization to Proceed Notice” means the written notice from the CTDOT to the Municipality authorizing the Municipality to Perform its obligations for the Rights of Way Project under the PAL.

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1.3 “Authorized Department of Transportation (CTDOT) Representative” means the individual, duly authorized by a written delegation of the Commissioner of the CTDOT pursuant to Section 13b-17(a) of the Connecticut General Statutes, to sign PALs.

1.4 ”Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

1.5 “Demand Deposit” means an amount of money due to the CTDOT from the Municipality.

1.6 “Designated Official” means the municipal official or representative designated by title who is duly authorized by the Municipality to receive PALs issued by the CTDOT under this Agreement and who submits to the CTDOT a Written Acknowledgment of the PAL (defined in section 2.2) binding the Municipality to the terms and conditions of the PALs issued by the CTDOT under this Master Agreement.

1.7 “CTDOT-provided Services” means the work that the CTDOT is responsible to Perform for the Rights of Way Project, as specifically set forth in the PAL and may include, but are not necessarily limited to, administrative oversight, and liaison activities with other governmental agencies to ensure satisfactory adherence to CTDOT and federal requirements.

1.8 “Effective Date” means the date which the Master Agreement is executed by the CTDOT.

1.9 “Excess Property” means all property and property rights acquired, in accordance with Section 48-24 of the Connecticut General Statutes or any other purpose, in excess of what is required for the Municipal Project, as determined by CTDOT.

1.10 “Funding” means funds from the state government, the federal government, or a combination of any of the foregoing, designated for a particular Rights of Way Project, as specified in the Project Authorization Letter.

1.11 “Municipality Parties” means a Municipality’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Municipality is in privity of oral or written contract and the Municipality intends for such other person or entity to Perform under the Master Agreement in any capacity.

1.12 “Municipal Project” means a project undertaken by the Municipality for improvements on locally maintained or owned roadways, structures, transportation enhancement facilities (as defined by 23 U.S.C. §101(a)(35), as revised), or any combination of the foregoing, which generally includes three phases of activities: the design phase, rights of way phase, and construction phase.

1.13 “Official Notice” means notice given from one Party to the other in accordance

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with Article 11.

1.14 “Perform” means for purposes of this Master Agreement, the verb “to perform” and the performance of the work set forth in this Master Agreement which are referred to as “Perform,” “Performance” and other capitalized variations of the term.

1.15 “Plans, Specifications, and Estimates (PS&E)” means the final engineering documents produced during the design phase of the Municipal Project that contain all of the construction details and are made part of the bid documents.

1.16 “Project Amount” means the total estimated cost to complete the Rights of Way Project, as estimated at the time of the CTDOT’s issuance of the PAL.

1.17 “Project Authorization Letter (“PAL”)” means the written document that authorizes the distribution of Funding to the Municipality for the specific Rights of Way Project during a specified period of time.

1.18 “Records” means all working papers and such other information and materials as may have been accumulated by the Municipality in performing the Rights of Way Project, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

1.19 “Rights of Way Project” means the necessary activities to acquire property in conjunction with a Municipal Project, including, but not limited to, appraisals, title searches, property map reviews, negotiations, and closings.

1.20 “State” means the State of Connecticut, including the CTDOT and any office, department, board, council, commission, institution or other agency or entity of the State.

1.21 “Term” means the duration of the Master Agreement.

1.22 “Termination” means an end to the Agreement prior to the end of its term whether effected pursuant to a right which the Agreement creates or for a breach.

Article 2. Issuance and Acknowledgment of PALs for Rights of Way Projects.

2.1 Issuance of PAL.

The CTDOT shall issue to the Municipality a PAL for the applicable Rights of Way Project, in the form substantially similar to Schedule A, which will be addressed to the Designated Official and signed by the Authorized CTDOT Representative. PALs issued under this Master Agreement will address Rights of Way Projects and will not address the design or construction phase activities of Municipal Projects. The issuance of the PAL itself is not final authorization for the Municipality to begin Performing work with respect to the Rights of Way Project. Additional required steps and approvals are set forth in this Master Agreement.

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2.2 Written Acknowledgement of the PAL.

In order for the terms of the PAL to become effective and binding on both Parties, the Municipality shall return to the CTDOT a copy of the PAL signed by the Designated Official, hereinafter referred to as the “Written Acknowledgement of the PAL.” The signature of the Designated Official on the Written Acknowledgement of the PAL constitutes the Municipality’s agreement to be bound by the terms of the PAL and the Municipality’s agreement to undertake the particular Rights of Way Project (if it is to Administer the Project) in accordance with the terms of the PAL and this Master Agreement. The Municipality shall submit the Written Acknowledgement of the PAL to the Authorized CTDOT Representative by the deadline set forth in the PAL. By written notice to the Municipality, the CTDOT, in its discretion, may extend or waive the deadline set forth in the PAL for the Municipality to submit the Written Acknowledgement of the PAL. Such extension or waiver may be granted after the date set forth in the PAL for submission of the Written Acknowledgement of the PAL. Submission of the Written Acknowledgement of the PAL by facsimile or electronic transmission is acceptable. The Written Acknowledgement of the PAL shall be deemed delivered on the date of receipt by the CTDOT if on a business day (or on the next business day after delivery if delivery occurs after business hours or if delivery does not occur on a business day). The PAL becomes effective on the date that the Written Acknowledgement of the PAL is delivered to the CTDOT provided the Written Acknowledgement of the PAL is submitted by the deadline set forth in the PAL or by the date set forth by the CTDOT in any extension or waiver of the deadline.

2.3 Designated Official.

The Municipality herein represents that the Mayor of the City of Stamford is the Designated Official to whom the Municipality has granted the authority, throughout the Term of this Master Agreement, to sign and submit the Written Acknowledgement of the PAL(s) to the CTDOT on its behalf. The signature of the Designated Official shall bind the Municipality with respect to the terms of the PAL. Signature by the individual as the Designated Official upon any Written Acknowledgement of a PAL is a representation by such individual that he/she holds the title of the Designated Official as of the date of his/her signature. If at any time during the Term the Municipality seeks to modify which municipal official or representative by title is the authorized Designated Official, the Parties must amend this section by mutual written agreement identifying by title the new Designated Official and signed by the authorized representatives of each Party.

2.4 Obligations of Municipality.

Upon submission of the Written Acknowledgement of the PAL to the CTDOT, the Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Rights of Way Project. By submitting the Written Acknowledgement of the PAL, the Municipality acknowledges that it understands the obligations to which it is committing itself with respect to the Rights of Way Project. Further, if the Municipality is to Administer the Project, the Municipality shall proceed with diligence to Perform its obligations to accomplish the Rights of Way Project and shall use

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the Funding to complete the same.

2.5 Revisions to the PAL.

Any modification to the scope, the allowed Funding amount, or cost breakdown related to the Rights of Way Project must be approved by the CTDOT, at its sole discretion, and set forth in a subsequent PAL newly-issued by the Authorized CTDOT Representative, hereinafter referred to as the “Revised PAL.” The Revised PAL shall be acknowledged by the Municipality in accordance with the procedure set forth in section 2.2, and the Revised PAL will supersede the previously issued PAL for the Rights of Way Project and will control over any previously issued PAL.

2.6 PAL as a Limitation on Cost of Reimbursement.

The amount of reimbursement for the Rights of Way Project Performed by either Party shall be based upon the cost estimate specified in the PAL, and shall not exceed the amount specified except as set forth in a Revised Rights of Way Project cost estimate in a Revised PAL.

Article 3. Municipality-Administered Rights of Way Projects. When the Municipality is responsible for the Rights of Way Project;

3.1 Content of the PAL. The PAL issued by the CTDOT to the Municipality shall set forth, at a minimum:

- (a) a statement that the Municipality is responsible for the Rights of Way Project;
- (b) the scope of the Rights of Way Project;
- (c) the respective obligations of the Parties with respect to the Rights of Way Project;
- (d) a statement incorporating this Agreement into the PAL;
- (e) a statement that any property acquired or incorporated into the Rights of Way Project by the Municipality shall be used for transportation purposes only and that such provision shall survive the PAL, this Agreement, the completion of the Rights of Ways Project and the completion of any related construction project;
- (f) the Funding source(s), the related government Funding authorization or program information, and the associated Funding ratio between the federal government, the CTDOT, and the Municipality, as applicable, for the Rights of Way Project;
- (g) the maximum reimbursement to the Municipality under the PAL;

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- (h) an estimated cost break-down for all work under the Rights of Way Project;
and
- (i) the Project Amount.

3.2 Authorization to Proceed Notice.

The Municipality shall not commence the Rights of Way Project until it has received from the CTDOT an Authorization to Proceed Notice. The CTDOT has no responsibility and incurs no liability for payments to the Municipality for Administration of the Rights of Way Project or for any work Performed by the Municipality's staff on the Rights of Way Project prior to the CTDOT's issuance of the Authorization to Proceed Notice.

3.3 Municipality to Perform and Complete the Rights of Way Project.

- (a) The Municipality shall designate an individual to act as a liaison with the CTDOT to provide for the proper interchange of information concerning the Rights of Way Project. The Designated Official of this Master Agreement or his / her successor thereto will be considered the liaison unless the Municipality designates a liaison in accordance with this provision. The liaison will be responsible for coordination with Municipality Parties.
- (b) Upon issuance of a PAL by the CTDOT, submission of the Written Acknowledgment of the PAL by the Municipality, and receipt of an Authorization to Proceed Notice, as applicable, from the CTDOT, the Municipality shall Administer the Rights of Way Project in accordance with the PAL and this Master Agreement.
- (c) With respect to any Rights of Way Project that receives federal participation in Funding, any costs that the Municipality incurs prior to the receipt of federal authorization for the Rights of Way Project are entirely ineligible for reimbursement with federal funds.
- (d) The Municipality shall use the Funding for reimbursement of the Municipality's approved expenses incurred in the fulfillment of the Rights of Way Project as specified in the PAL and this Master Agreement and for no other purpose.
- (e) The Municipality shall conduct a public involvement program in compliance with the requirements contained in the Connecticut Department of Transportation's "Public Involvement Guidance Manual", as revised, which is made a part of this Master Agreement by reference.
- (f) The Municipality shall permit the CTDOT and Federal Highway Administration (when there is federal participation in Funding for the Rights of

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Way Project) to review, at any time, all work Performed under the terms of this Master Agreement.

(g) The Municipality shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”), as amended, the regulations promulgated in association therewith at 49 CFR Part 24, and the regulations addressing highway-related issues not covered by the Uniform Act, including 23 CFR Part 710 (collectively, the “Regulations”), as may be revised.

(h) The Municipality shall comply with the CTDOT’s policies and procedures with respect to Rights of Way Activities summarized in the “Information Guide for Rights of Way Acquisition Activities,” Connecticut Department of Transportation (2013), as may be revised (“Information Guide”), and submit to the CTDOT an acquisition plan (“Plan”) in accordance with the then-current Information Guide. The Information Guide is incorporated into this Master Agreement by reference.

(i) Upon receipt of written approval of the Plan by the CTDOT and federal authorization for the acquisition, which is required where federal funding is involved in the acquisition, the CTDOT shall issue a PAL to the Municipality indicating the scope of the Rights of Way Project, the respective obligations of the Parties with respect thereto, and the proportional sharing of costs between the federal government, the State, and/or the Municipality. Upon receipt of Authorization to Proceed Notice from the CTDOT, the Municipality shall commence the Rights of Way Project.

(j) Pursuant to §7-148 of the Connecticut General Statutes, the Municipality shall acquire all rights, permanent or temporary, that are required for the Rights of Way Project, including, but not limited to, rights of access by the CTDOT, the Municipality, and/or contractors or consultants for driveways, grading, and sidewalks located within the construction project limits.

(k) The Municipality shall certify to the State, in writing, in accordance with the then-current Information Guide, that it has complied with the Uniform Act, as amended, and forward to the State a summary of the acquisition procedure followed.

(l) Upon completion of its Rights of Way Project, the Municipality shall provide to CTDOT all documentation required by the then-current Information Guide.

(m) Any property acquired or incorporated into the Rights of Way Project shall be used for transportation purposes only. This provision shall survive this Agreement, the PAL, the completion of the Rights of Way Project and the completion of any related construction project.

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3.4 CTDOT-provided Services.

If the Rights of Way Project requires CTDOT-provided Services, they will be set forth in the PAL and funded in accordance with the proportionate cost sharing for work on the Rights of Way Project as set forth in the PAL. CTDOT-provided Services may include, but not be limited to, technical assistance in engineering reviews, property map reviews, title search, cost estimate reviews, environmental reviews, public hearing assistance, recording and transcription, contract development, fee review and negotiations, and liaison with other governmental agencies that may be necessary for proper development of the Rights of Way Project, while ensuring satisfactory adherence to CTDOT and federal requirements. The CTDOT reserves the right at all times to inspect all aspects of the work related to the Rights of Way Project, and such inspections shall be deemed CTDOT-provided Services.

3.5 Costs and Reimbursement.

(a) The Municipality shall expend its own funds to pay for costs related to Administering the Rights of Way Project and then shall seek reimbursement for approved costs from the CTDOT.

(b) The Municipality shall seek from the CTDOT reimbursement for the Municipality's expenditures, which have been approved by the CTDOT for eligible Rights of Way Project costs. Reimbursement of CTDOT approved expenditures will be made in the following manner:

- (1) The Municipality shall submit its request for reimbursement to the CTDOT using the CTDOT-required voucher form entitled "Invoice Summary and Processing (ISP) Form" ("Voucher"), as may be revised, with supporting data, the cost of services rendered and expenses incurred. With respect to any work that is Performed in-house by the Municipality's staff, the Municipality's reimbursable costs shall be limited to the actual payroll, and approved direct cost charges for the staff's Performance of the Rights of Way Project.
- (2) Upon review and approval of the Voucher by the CTDOT, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality, in accordance with the proportional cost sharing established by the PAL.
- (3) Cost of Condemnation.

In the event that the Municipality must acquire the property necessary for the completion of the Rights of Way Project by way of eminent domain, and the condemnation results in a claim and payment of a settlement or court judgment, this payment or judgment will be considered an additional cost of the Rights of Way Project to be shared by the State and the Municipality in the same proportion as set forth in the PAL.

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- (4) All requests for reimbursement shall be made by the date the selected contractor is authorized to proceed with the construction activities ("Notice to Proceed"). The Municipality may submit any requests for reimbursements due to court awards subsequent to the Notice to Proceed date.
- (c) The Municipality shall document all expenses it incurs and maintain all records related to the Rights of Way Project costs. Reimbursable municipal costs are limited to reasonable industry costs for necessary activities required for the Right of Way Project as determined by the CTDOT.
- (d) If the Municipality fails to adequately record expenses and maintain all related records for any Rights of Way Project or fails to submit any records to the CTDOT promptly after being requested to do so, such failure to do so may be deemed a breach by the Municipality, at the CTDOT's sole discretion, and the CTDOT may deem certain expenses to be non-eligible costs of the respective Rights of Way Project for which the Municipality will not be eligible for reimbursement pursuant to the proportional cost sharing established by the PAL. Furthermore, the CTDOT's determination of certain costs to be non-eligible costs of the Rights of Way Project does not waive any of the CTDOT's remedies for the breach by the Municipality of its obligations under this Master Agreement with respect to the respective Rights of Way Project, nor relieve the Municipality from any liability related to its breach.
- (e) The Municipality shall reimburse the CTDOT for all expenditures incurred by the CTDOT on the Rights of Way Project in the event the Rights of Way Project is canceled by the Municipality without "good cause." However, the Municipality may request cancellation of the Rights of Way Project, and if determined by the State and the Federal Highway Administration to be justifiable and with "good cause," federal participation in expenditures will be approved up to the percentage of acceptable work completed to the approved date of cancellation. A shift in municipal priorities or lack of municipal funding is considered to be within the control of the Municipality and will not be considered as "good cause."

3.6 Suspension, Postponement, or Termination of a Municipality-Administered Rights of Way Project.

- (a) Suspension, Postponement, or Termination by the CTDOT.
- (1) For Convenience. The CTDOT, at its sole discretion, may suspend, postpone, or terminate a particular Rights of Way Project and its respective PAL for convenience by giving the Municipality thirty (30) days Official Notice, and such action shall in no event be deemed a breach of the Master Agreement by the CTDOT.
- (2) For Cause. As a result of the Municipality's failure to Perform the work required on any particular Rights of Way Project to the CTDOT's satisfaction in accordance with the respective PAL, the CTDOT may suspend, postpone or terminate the

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particular Rights of Way Project and its respective PAL for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failure, to the satisfaction of the CTDOT, in its sole discretion, within the cure period that the CTDOT may, in its sole discretion, set forth in such Official Notice. Such Official Notice shall specify the extent to which Performance of work under the PAL is being suspended, postponed or terminated and the date upon which such action shall be effective.

(b) Termination by the Municipality, with prior CTDOT approval.

(1) The Municipality may request termination of the Rights of Way Project, and if determined by the CTDOT, in its sole discretion, to be in the best interests of the Parties, the CTDOT may agree to the request. Additionally, with respect to Rights of Way Projects receiving federal participation in Funding, receipt of written concurrence from the FHWA (or other applicable federal authority) may be required prior to the CTDOT's approval of the request.

Once any required federal concurrence is received, the CTDOT will send approval of termination by giving Official Notice to the Municipality specifying the extent to which Performance of work under the PAL is terminated and the date upon which termination is effective.

(c) Funding of Acceptable Work. The CTDOT, shall reimburse the Municipality upon suspension, postponement, or termination in accordance with subsection (a)(1) or termination in accordance with subsection (b)(1) and may at its sole discretion, reimburse the Municipality upon suspension, postponement, or termination in accordance with subsection (a)(2). In either case, the CTDOT may provide the Municipality with Funding in part for its expenditures, if any, up to the percentage of acceptable work completed as of the approved date of termination, in accordance with the following:

If in its sole discretion, the CTDOT or FHWA (or other applicable federal authority), deems any of the work that the Municipality Performed to be unacceptable, then upon demand by the CTDOT or FHWA (or other applicable federal authority), the Municipality shall promptly return, in whole or in part, to the CTDOT or FHWA (or other applicable federal authority), the CTDOT or federal Funding that prior to the effective date of termination was disbursed to the Municipality to fund that unacceptable work.

(d) If the Municipality terminates the Rights of Way Project without the CTDOT's prior approval, the Municipality shall incur all costs related to the Rights of Way Project without reimbursement from the CTDOT or FHWA (or other applicable federal authority) and shall pay the CTDOT for any CTDOT-provided Services Performed prior to termination. With respect to federal or state government Funding that was disbursed to the Municipality prior to the effective date of termination, upon demand by the CTDOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

(e) Termination of a specific Rights of Way Project shall not relieve the Municipality of its responsibilities for the work completed as of the termination date, nor shall it relieve the

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Municipality or its surety of its obligations concerning any claims arising out of the work Performed on the Rights of Way Project prior to the termination date or any obligations existing under insurance required by the Connecticut General Statutes or by this or any other agreement with the CTDOT or the Municipality.

Article 4. CTDOT-Administered Rights of Way Projects. When the CTDOT is responsible for the Rights of Way Project, the following sections of this Article apply;

4.1 Content of the PAL. The CTDOT shall issue a PAL to the Municipality which will set forth, at least:

- (a) a statement that the CTDOT is responsible for the Rights of Way Project;
- (b) the scope of the Rights of Way Project;
- (c) the respective obligations of the Parties with respect to the Rights of Way Project;
- (d) the Funding source(s), the related federal and CTDOT program information, and the associated funding ratio between the federal government, the CTDOT, and the Municipality, as applicable, for the Rights of Way Project;
- (e) the estimated cost for all work under the Rights of Way Project;
- (f) the amount of the Demand Deposit(s) due to the CTDOT from the Municipality for the Municipality's proportionate share of applicable costs for work under the Rights of Way Project; and
- (g) the Project Amount.

4.2 CTDOT to Perform and Complete the Rights of Way Project.

- (a) The CTDOT shall use the applicable Funding apportionments to complete the Rights of Way Project and all related activities that the CTDOT shall Perform under the PAL and pursuant to this Master Agreement.
- (b) The CTDOT shall acquire all permanent rights that are required for the Rights of Way Project, including, but not limited to, rights of access.
- (c) The Municipality shall acquire all temporary rights, that are required for the Rights of Way Project, including, but not limited to, driveways, grading, and sidewalks located within the construction project limits.

4.3 Demand Deposit Requirement.

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- (a) The CTDOT shall prepare a cost estimate for the Rights of Way Project and determine the amount of the Demand Deposit due to the State for the Municipality's proportionate share of such costs.
- (b) The Municipality shall provide the Demand Deposit to the CTDOT prior to the CTDOT's commencement of the Rights of Way Project. The Parties agree that the PAL is not effective until the Demand Deposit is received by the CTDOT.
- (c) After receipt of the Demand Deposit, the CTDOT shall begin to Perform its Rights of Way Project.

4.4 Actual Costs Exceed Estimate.

Upon notification from the CTDOT that the actual costs of the Rights of Way Project exceed the original cost estimate set forth in the PAL, the CTDOT shall issue a Revised PAL and the Municipality shall further deposit with the CTDOT its proportionate share of any such increases in costs within thirty (30) business days from the Municipality's receipt of such notification.

4.5 Cost of Condemnation.

In the event that the CTDOT must acquire the property necessary for the completion of the Rights of Way Project by way of eminent domain, and the condemnation results in a claim and payment of a settlement or court judgment, this payment or judgment will be considered an additional cost of the Rights of Way Project to be shared by the State and the Municipality in the same proportion as set forth in the Revised PAL.

4.6 Release of Property.

All property and property rights acquired by the CTDOT for the Municipal Project shall be released in a quitclaim deed with the designation "for transportation purposes only" to the Municipality in which the property is located. All Excess Property shall be retained by CTDOT unless otherwise determined by CTDOT. Timing for the release of property rights shall be determined solely by CTDOT.

4.7 Suspension, Postponement, or Termination of a CTDOT-Administered Rights of Way Project.

- (a) The CTDOT, upon providing Official Notice, may, in its sole discretion, suspend, postpone, or terminate a specific Rights of Way Project, and such action shall in no event be deemed a breach by the CTDOT.
- (b) If the CTDOT terminates a specific Rights of Way Project, the CTDOT, may, at its sole discretion, reimburse the Municipality, in whole or in part, for the Demand Deposit

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paid to the CTDOT for the Municipality's proportionate share of costs on the Rights of Way Project.

(c) In the case of a Rights of Way Project which received no federal or state government Funding during its design phase, the Municipality shall pay for the costs of any CTDOT-provided Services Performed prior to termination of the Rights of Way Project, including but not limited to, CTDOT oversight services for the Rights of Way Project.

(d) If the Municipality terminates the Rights of Way Project without the CTDOT's prior approval, the Municipality shall incur all costs related to the Rights of Way Project without reimbursement from the CTDOT or FHWA (or other applicable federal authority) and shall pay the CTDOT for any CTDOT-provided Services Performed prior to termination. With respect to federal or state government Funding that was disbursed to the Municipality prior to the effective date of termination, upon demand by the CTDOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

Article 5. Disbursement of Grant Funds; Conditions of Payment.

5.1 Method of Disbursement.

With respect to each Rights of Way Project undertaken pursuant to this Master Agreement, the CTDOT shall disburse the Funding to the Municipality according to a method determined at the CTDOT's sole discretion, and in accordance with any applicable state or federal laws, regulations, and requirements.

5.2 Final Payment.

Final payment will be based on an audit performed by the State using the percentages set forth in the respective PAL of this Master Agreement. The Municipality is also required to Perform an audit in accordance with Article 8 of Schedule B of this Master Agreement.

5.3 Federal Approvals Required.

With respect to PALs that include federal participation in Funding, no PAL issued by the CTDOT shall be effective until all required federal approvals are received by the CTDOT for the Rights of Way Project.

5.4 Lack of Timeliness in Municipality Performance.

If the Municipality fails to timely commence and complete the Rights of Way Project as set forth in the respective PAL to the satisfaction of the CTDOT and in accordance with all applicable federal, state, and local laws, regulations, ordinances, or requirements, then:

(a) the CTDOT has no obligation to reimburse the Municipality for its expenses

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incurred;

(b) to the extent any Funding already has been disbursed to the Municipality, the Municipality shall return any disbursed funds and any interest earned to-date to the CTDOT within ten (10) business days of receipt of a request from the CTDOT; and

(c) the CTDOT may recover from the Municipality the CTDOT's costs for the CTDOT-provided Services Performed on the Rights of Way Project. Upon receipt of written demand from the CTDOT, the Municipality shall provide payment for the CTDOT-provided Services within thirty (30) business days.

Article 6. Records and Audit.

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

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

(b) The Municipality shall maintain, and shall require each of the Municipality Parties to maintain, accurate and complete Records. The Municipality shall make all of its and the Municipality Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Municipality with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) All audits and inspections shall be at the State's expense.

(e) The Municipality shall keep and preserve or cause to be kept and preserved all of its and Municipality Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Municipality shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Municipality shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Municipality shall cooperate with an exit conference.

(g) The Municipality shall incorporate this entire Section verbatim into any contract or

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other agreement that it enters into with any Municipality Party.

6.2 Retention.

With respect to each Rights of Way Project undertaken under this Master Agreement, the Municipality shall maintain and secure all records for a period of three (3) years after issuance of the final audit or the termination of any litigation related to the Rights of Way Project, whichever is later or for such longer time as instructed by the CTDOT, the State of Connecticut and its agents, or the federal government.

Article 7. Additional Mandatory Requirements.

7.1 Mandatory State and Federal Requirements.

With respect to each PAL issued and acknowledged under this Master Agreement, the Municipality shall comply with the "Mandatory State and Federal Requirements," attached at Schedule B, as may be revised from time to time to reflect changes in law. With respect to any agreements that the Municipality enters into in order to fulfill its obligations for a particular Rights of Way Project, the Municipality shall pass down to Municipality Parties the applicable requirements set forth in the "Mandatory State and Federal Requirements".

7.2 Additional Federal Requirements.

With respect to each PAL issued and acknowledged under this Master Agreement that involves the passing of Funds from any agency or office of the federal government, including, but not limited FHWA, the Municipality shall comply with that agency's contracting requirements, directives, and policies that are in place at the time the respective PAL is in effect, except to the extent that the CTDOT and the respective federal agency may permit otherwise in writing.

7.3 Revisions.

While this Master Agreement and the attached Schedules include applicable State of Connecticut and FHWA requirements that the Municipality must comply with, the Municipality hereby acknowledges that such requirements are subject to revision by the CTDOT, FHWA, or other authorized federal agency, from time to time during the Term and that by accepting federal or state government Funding under this Master Agreement, the Municipality shall be subject to such revised requirements and changes of law as in effect at any given time and, as a result thereof, shall Perform any additional obligations with respect to the particular Rights of Way Project, throughout the Term of this Master Agreement.

Article 8. Conflict.

8.1 Conflict.

In case of a conflict between the provisions of any particular PAL, the Master Agreement, the Mandatory State and Federal Requirements, or any specification, guide, manual,

Master Municipal Agreement for Rights of Way Projects

policy, document, or other publication referenced in the Master Agreement, the provision containing additional details or more stringent requirements will control. In case of the Municipality's inability to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the CTDOT shall have the right to determine, in its sole discretion, which provision applies. The Municipality shall promptly request, in writing, the CTDOT's determination upon the Municipality's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of this Master Agreement.

8.2 Revisions to Manuals.

With respect to any guide, manual, policy, document, or other publication referenced throughout the Master Agreement and noted to be subject to revision throughout the Term of this Master Agreement by way of the phrase "as may be revised," for the particular Rights of Way Project the Municipality shall comply with the version of the document or publication that is in effect on the date of the Written Acknowledgement of the PAL for the Rights of Way Project.

Article 9. Review of Municipality's Activities.

The Municipality shall cooperate fully with the CTDOT and permit the CTDOT, FHWA, or other federal authority, as applicable, to review, at any time during the Rights of Way Project, all activities Performed by the Municipality with respect to any PAL issued under this Master Agreement. Upon request of the CTDOT, the Municipality shall timely furnish all documents related to the Rights of Way Project so that the CTDOT may evaluate the Municipality's activities with respect to the Rights of Way Project, including, but not limited to, its use of the Funding as required by the PAL, this Master Agreement, and applicable law.

Article 10. Term and Termination of the Master Agreement.

10.1 Term. The Term commences on the Effective Date and continues for ten (10) years, unless terminated earlier in accordance with this Article.

10.2 Termination for Convenience. Notwithstanding any provisions in this Master Agreement, CTDOT may terminate this Master Agreement for convenience, at its sole discretion, whenever CTDOT makes a written determination that such termination is in the best interests of the State. CTDOT shall provide to the Municipality Official Notice of termination pursuant to Article 11 herein, which Official Notice shall specify the effective date of termination and the extent to which the Municipality must complete its performance under the Master Agreement prior to such date.

10.3 Termination for Cause.

As a result of the Municipality's breach of the Master Agreement or a particular PAL or the failure of the Municipality to Perform the work required on any particular Rights of Way Project to the CTDOT's satisfaction in accordance with the respective PAL, the CTDOT may terminate this Master Agreement for cause by giving the Municipality ten (10) days Official

Master Municipal Agreement for Rights of Way Projects

Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failed Performance, to the satisfaction of the CTDOT in its sole discretion, within the notice period that the CTDOT may, in its sole discretion, set forth in such Official Notice. Termination for cause by the CTDOT will not prejudice the right of the CTDOT to pursue any of its remedies for breach, including recovery of any Funding paid to the Municipality prior to termination for cause.

10.4 Effect on In-progress PALs.

(a) Upon expiration of the Term or the CTDOT's earlier termination for convenience of the Master Agreement, any issued PAL for a Rights of Way Project that is still in-progress will remain in full force and effect and will continue through completion and final acceptance by the CTDOT of the respective Rights of Way Project, and the Municipality shall be subject to all applicable terms and conditions of the PAL and this Master Agreement, unless the respective PAL is itself terminated in accordance with section 3.6.

(b) Upon the CTDOT's termination of this Master Agreement for cause, any PALs in-progress at the time will automatically terminate, unless the CTDOT provides Official Notice stating otherwise. The CTDOT, at its sole discretion, will determine and state in such Official Notice to the Municipality, if any in-progress PALs will remain in effect, and in such case, the Municipality shall complete Performance of such in-progress PAL(s) through completion and final acceptance by the CTDOT of the respective Rights of Way Project in compliance with all applicable terms and conditions of the PAL and this Master Agreement.

Article 11. Official Notice.

Any Official Notice from one Party to the other Party, in order for such notice to be binding thereon, shall:

11.1 Be in writing (as a printed hard copy or electronic or facsimile copy) addressed to:

(a) When the CTDOT is to receive Official Notice:

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

(b) When the Municipality is to receive Official Notice:

Mayor
City of Stamford
Town Hall
888 Washington Boulevard
10th Floor
Stamford, CT 06901;

Master Municipal Agreement for Rights of Way Projects

11.2 Be delivered to the address recited herein in person, by facsimile or by electronic transmission, with acknowledgement of receipt, or be mailed by United States Postal Service with return receipt requested by mail, electronic means, or any other methods of receiving the return receipt as identified by the Mailing Standards of the U.S. Postal Service, as may be revised; and

11.3 Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

Article 12. Amendment.

This Master Agreement may be amended by mutual written agreement signed by the authorized representative of each Party and approved by the Attorney General of the State of Connecticut, and upon receipt of any additional approvals required by law.

Article 13. Severability.

If any provision of this Master Agreement or application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Master Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Master Agreement are severable.

Article 14. Waiver.

The failure on the part of CTDOT to enforce any covenant or provision herein contained does not waive the CTDOT's right to enforce such covenant or provision, unless set forth in writing. The waiver by CTDOT of any right under this Master Agreement or any PAL, unless in writing, shall not discharge or invalidate such covenant or provision or affect the right of CTDOT to enforce the same.

Article 15. Remedies are nonexclusive.

No right, power, remedy or privilege of the CTDOT shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all of said rights, powers, remedies or privileges shall be deemed cumulative and additional and not in lieu or exclusive of any other right, power, remedy or privilege available to the CTDOT at law or in equity.

Article 16. Entire Agreement.

This Master Agreement, when fully executed and approved as indicated, constitutes the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either Party hereto unless in writing signed by both Parties hereto.

Master Municipal Agreement for Rights of Way Projects

The Parties have executed this Master Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

STATE OF CONNECTICUT
Department of Transportation
Garrett Eucalitto, Commissioner

By _____
James A. Fallon
Assistant Chief Engineer
Bureau of Engineering and Construction

Date

CITY OF STAMFORD

By _____
Caroline Simmons
Mayor

Date

Schedule A
PAL Template

Dear [Addressee – Designated Municipal Official]:

Subject: Project Authorization Letter
For the [Project Description] (Rights of Way Project)

State Project No.
Federal Project No.
Master Agreement No.

On [date] the State of Connecticut, Department of Transportation (CTDOT) and the [City/ Town] of [NAME OF CITY/TOWN] (Municipality) entered into the Master Municipal Agreement for Rights of Way Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The [CTDOT/Municipality] is responsible for the Administration of the Rights of Way Project.

The Rights of Way Project is to provide [ENTER DESCRIPTION].

The Rights of Way Project is expected to commence on or after _____ and be completed by _____, subject to delays which may be caused by circumstances beyond the control of CTDOT or the City/Town.

Funding for the Rights of Way Project is provided under [identify the Federal and or State program and associated funding ratio between F/S/T] and payment will be on a reimbursement basis. The maximum reimbursement to the Municipality under this PAL is \$[ENTER AMOUNT] dollars. In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. Costs contained in this PAL shall not be exceeded without first obtaining written permission from CTDOT.

The Municipality shall provide a statement that any property acquired or incorporated into the Rights of Way Project shall be used for transportation purposes only and that such provision shall survive the PAL, this Agreement, the completion of the Rights of Way Project and the completion of any related construction project.

The issuance of the PAL itself is not an authorization for the Municipality to begin performing work with respect to the Rights of Way Project. The Municipality may advance or begin work on the Rights of Way Project only after it has received from CTDOT an Authorization to Award Notice.

Please indicate your concurrence with the PAL by signing below on or before [date] and returning a copy to the CTDOT's Authorized Representative. The signature of the Designated

Schedule A
PAL Template

Municipal Official evidences the Municipality's concurrence with the PAL and constitutes the Written Acknowledgement of the PAL. You may submit the Written Acknowledgement of the PAL to the CTDOT's Authorized Representative in hard copy or by facsimile or electronic transmission. The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Rights of Way Project.

If you have any questions please contact [Mr./Ms. _____], the Project Manager at (860) 594-[xxxx].

Very truly yours,

Authorized CTDOT Representative

MUNICIPALITY'S ACKNOWLEDGEMENT OF PAL

Concurred By _____ Date _____

Print Name:

Designated Municipal Official

Schedule A
PAL Template

PAL ATTACHMENT
STATE PROJECT NO.XXX
FEDERAL PROJECT NO.XXXX
ESTIMATED RIGHTS OF WAY COSTS

(NOTE: Depending on the federal program the cost sharing between the parties will vary and this attachment will be adjusted accordingly by the initiating unit.)

Mandatory State and Federal Requirements

For the purposes of this document, references to “contract” or “Contract” mean this Agreement, and references to “contractor” or “Contractor” mean the Municipality.

1. Audit Clause. Audit Requirements. For purposes of this paragraph, the word “contractor” shall be deemed to mean “nonstate entity,” as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to CTDOT for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

2. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this 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, 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 per cent of the value of this 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.

3. Disclosure of Records. Intentionally omitted – Not Applicable.

4. Access to Contract and State Data. Intentionally Omitted – Not Applicable.

5. Forum and Choice of Law. The Parties deem the Master Agreement 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 Master 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 CTDOT, 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 Municipality 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. Nothing contained in the terms or provisions of this Master Agreement shall be construed as waiving any of the rights of CTDOT under the laws of the State of Connecticut. Nothing contained in this Master Agreement shall be construed as an agreement by the CTDOT to directly or indirectly obligate the CTDOT to creditors or employees of the Municipality or to the Municipality's Parties

Schedule B

6. Termination for Convenience. Notwithstanding any provisions in this Contract, CTDOT, through a duly authorized employee, may terminate the Contract whenever CTDOT makes a written determination that such termination is in the best interests of the State. CTDOT shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the Contract prior to such date.

7. Tangible Personal Property. Intentionally Omitted – Not Applicable.

8. Indemnification. The Municipality shall:

- (a) Indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Master Agreement, including the acts of commission or omission (collectively, the "Acts") of the Municipality or Municipality Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Master Agreement. The Municipality shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Municipality shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) The Municipality shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Municipality or any Municipality Parties. The State shall give the Municipality reasonable notice of any such Claims.
- (d) The Municipality's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Municipality is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Municipality shall carry and maintain at all times during the term of the Master Agreement, and during the time that any provisions survive the term of the Master Agreement, sufficient general liability insurance (or self-insurance) to satisfy its obligations under this Master Agreement. The Municipality shall name the State as an additional insured on the policy and shall provide a copy of the policy to CTDOT prior to the effective date of the Master Agreement. The Municipality shall not begin performance until the delivery of the policy to CTDOT. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that CTDOT or the State is contributorily negligent.

Schedule B

- (f) This section shall survive the termination of the Master Agreement and shall not be limited by reason of any insurance coverage.

9. Sovereign Immunity.

No Waiver of the State's Immunities. The parties acknowledge and agree that nothing in this Master Agreement or any PAL issued hereunder shall be construed as a modification, compromise or waiver by the CTDOT of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to CTDOT or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Master Agreement. To the extent that this section conflicts with any other section, this section shall govern.

Defense of Suits by the Municipality. Nothing in this Master Agreement shall preclude the Municipality from asserting its Governmental Immunity rights in the defense of third party claims. The Municipality's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the CTDOT, at law or in equity, under this Master Agreement, including, but not limited to, those relating to damages.

10. Summary of State Ethics Laws. Intentionally Omitted – Not Applicable.

11. Audit and Inspection of Plants, Places of Business and Records. Intentionally Omitted – Not Applicable.

12. Campaign Contribution Restriction. Intentionally Omitted – Not Applicable.

13. Protection of Confidential Information. Intentionally Omitted – Not Applicable.

14. 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 the Client Agency'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

Schedule B

- (c) 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.
- (d) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

15. **Nondiscrimination.** Intentionally Omitted – Not Applicable.

16. **Health Insurance Portability and Accountability Act.** Intentionally Omitted – Not Applicable.

17. **Iran Investment Energy Certification.** Intentionally Omitted – Not Applicable.

18. **Consulting Agreements Representation.**

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.

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are: _____

Schedule B

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

19. Large State Contract Representation for Contractor.

Intentionally Omitted – Not Applicable.

20. Large State Contract Representation for Official or Employee of State Agency.

Intentionally Omitted– Not Applicable.

21. Suspension or Debarment. The Municipality shall not allow suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors to submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

22. Certification .

A. The signature on the Master Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:

(i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) Has not, within the prescribed statutory time period preceding this Master Agreement, been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, 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;

(iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(ii) of this certification; and

(iv) Has not, within a five-year period preceding this Master Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Master Agreement.

Schedule B

C. The Municipality shall insure that the following certification be included in each subcontract agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

(i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

23. Title VI Contractor Assurances. As a condition to receiving federal financial assistance, if any, under the Master Agreement, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §2000d et seq.), all requirements imposed by the regulations of the United States Department of Transportation issued in implementation thereof (49 CFR Part 21 and 28 CFR §50.3), and the “Title VI Contractor Assurances”, attached hereto at **Schedule C**, all of which are hereby made a part of this Master Agreement.

24. Certification for Federal-Aid Contracts (Applicable to contracts exceeding \$100,000):

A. The Municipality certifies, by signing and submitting this Master Agreement, to the best of his/her/its knowledge and belief, that:

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

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit a Disclosure of Lobbying Activities form (Form SF-LLL) available at the Office of Budget and Management’s website at http://www.whitehouse.gov/omb/grants_forms/, in accordance with its instructions. If applicable, Form SF-LLL shall be completed and submitted with the Master Agreement.

B. This Certification is a material representation of fact upon which reliance was placed

Schedule B

when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. The Municipality shall require that the language of this Certification be included in all subcontracts, sub-subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly. These completed Disclosure Forms-LLL, if applicable, shall be mailed to the Connecticut Department of Transportation, P.O. Box 317546, Newington, CT 06131-7546, to the attention of the project manager.

25. Americans with Disabilities Act of 1990. This clause applies to municipalities who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("ADA"), Public Law 101-336, during the term of the master Agreement. The Municipality represents that it is familiar with the terms of this ADA and that it is in compliance with the ADA. Failure of the Municipality to satisfy this standard as the same applies to performance under this Master Agreement, either now or during the term of the Master Agreement as it may be amended, will render the Master Agreement voidable at the option of the State upon notice to the Municipality. The Municipality warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Municipality to be in compliance with this ADA, as the same applies to performance under this Master Agreement.

26. Audit Compliance. The Municipality receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Municipality receiving state funds must comply with the Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

FEDERAL SINGLE AUDIT: Each Municipality that expends a total amount of Federal awards: 1) equal to or in excess of \$500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$500,000 shall be exempt for such fiscal year.

STATE SINGLE AUDIT: Each Municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$300,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit Reports") must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act,

Schedule B

when applicable.

The Municipality shall require that the workpapers and reports of an independent Certified Public Accountant (“CPA”) be maintained for a minimum of five (5) years from the date of the Audit Reports.

The State reserves the right to audit or review any records/workpapers of the CPA pertaining to the Master Agreement.

27. **SEEOR.** When the Municipality receives State or Federal funds it shall incorporate the “Connecticut Required Specific Equal Employment Opportunity Responsibilities” (“SEEOR”), dated 2013, attached at **Schedule D**, as may be revised, as a material term of any contracts/agreements it enters into with Municipality Parties and shall require the Municipality Parties to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any contracts/agreements with Municipality Parties and require that the Municipality Parties attach the SEEOR to its subcontracts.

Schedule C

THE TITLE VI CONTRACTOR ASSURANCES revised March 2023

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the federal regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation Federal Highway Administration and Federal Transit Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or Limited English Proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration or Federal Transit Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the Recipient or the Federal Highway Administration or the Federal Transit Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part

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6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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CONNECTICUT REQUIRED SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (July 2022)

1. General:

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968, 49 CFR Part 21, and sections 4a-60a and 46a-68c to 46a-68f of the Connecticut General Statutes. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

- Contractors and Subcontractors
- Consultants and Subconsultants
- Suppliers of Materials and Vendors (where applicable)
- Municipalities (where applicable)
- Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (CTDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 60, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

e) CTDOT shall require each contractor with contracts of \$10,000 or more or who have fifty or more employees and are awarded a public works contract, to comply with all existing procedures of CTDOT's Contract Compliance Program.

2. Equal Employment Opportunity Policy:

Companies with contracts, agreements or purchase orders valued at \$10,000 or more or who have fifty or more employees are required to comply with the Affirmative Action contract requirements. By signing a contract with CTDOT, the contractor commits to complying with

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federal and state requirements to provide equal employment opportunity to all persons without regard to their race, color, religion, creed, sex, gender identity or expression, marital status, age, national origin, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved, and to promote the full realization of equal employment opportunity through a positive and continuous efforts.