ADDENDUM
TO
AGENDA

CITY COUNCIL MEETING

MONDAY, APRIL 15, 2013

7:00 p.m.
City Council Chambers, City Hall - 45 Lyon Terrace
Bridgeport, Connecticut

ADDED:

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

63-12 Communication from City Attorney re: Proposed Resolution concerning Bridgeport Firefighters Pension Plan B, referred to Contracts Committee.

64-12 Communication from City Attorney re: Proposed Request from the Finance Department for Adoption of a Certain Standard Form Resolution concerning State Reimbursement for Tax Abatements Pursuant to C.G.S. 8-216, referred to Contracts Committee.

110-12 (New#)
~~*65-12~~ Communication from City Attorney re: Proposed Request of Cambridge Manor for Waiver of Restrictive Covenant, referred to Contracts Committee.

(*Please note: Item# 65-12 Duplicate number already assigned to another item due to City Clerk clerical error).

AGENDA

CITY COUNCIL MEETING

MONDAY, APRIL 15, 2013

7:00 P.M.
CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE
BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

Mayoral Proclamations: Presented to the donors who helped fund the largest Gun Buyback Program in the City's history.

City Council Citations: Presented to the donors who helped fund the largest Gun Buyback Program in the City's history.

Filling of Vacant City Council Seat in the 138th District

Changes to City Council Committees by Council President

MINUTES FOR APPROVAL:

Approval of City Council Minutes: March 18, 2013

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

59-12 Communication from Public Facilities re: Application for Waiver to Extend Driveway Width Located at 4200 Park Avenue – Jewish Home Fairfield County Project, referred to Public Safety and Transportation Committee.

60-12 Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130: Pedro Ramos, Jr., **ACCEPTED AND MADE PART OF THE RECORD**.

61-12 Communication from Engineering re: (Ref. #35-11) Main Street Traffic Signal Improvements – Utilizing Federal Funds under the Urban Component of the Surface Transportation Program: State Project No. 15-360, Federal-Aid Project No. 1015(126), referred to Public Safety and Transportation Committee.

62-12 Communication from Engineering re: (Ref. #36-11) Iranistan Avenue Sidewalk Replacement – Utilizing Federal Funds under the Urban Component of the Surface Transportation Program: State Project No. 15-358, Federal-Aid Project No. 1015(124), referred to Public Safety and Transportation Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***46-12** Public Safety and Transportation Committee Report re: Grant Submission: State of Connecticut Judicial Branch Court Support Service Division (CSSD) – Youth Violence Prevention Legislation.

***41-12** Contracts Committee Report re: Assignment of Tax Liens for Fiscal Year 2013.

***49-12** Contracts Committee Report re: Agreement with Water Pollution Control Authority (W.P.C.A.) and Sacred Heart University.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, APRIL 15, 2013 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Ethan Book 144 Coleman Street Bridgeport, CT 06604	Political Cancer in State Government.
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	False statements made to the Labor Board regarding his medical benefits/taxes and P.T. sewage problem.
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	Governance and Finance.

CITY OF BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
MONDAY, APRIL 15, 2013
6:30 PM

ATTENDANCE: Council members: Brannelly, Stafstrom, Banta, Taylor-Moye, Olson, Brantley, T. McCarthy, Lyons, Vizzo-Paniccia, Bonney, Blunt, dePara, Ayala, Paoletto, Baker, Holloway

ABSENT: Council members: Austin, Silva, Martinez

Council President McCarthy called the public speaking session to order at 6:35 pm.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, APRIL 15, 2013 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Ethan Book 144 Coleman Street Bridgeport, CT 06604	Political Cancer in State Government.

Below are the comments presented during the public speaking session

Mr. Council President, Members of the City Council and public. I am Ethan Book temporarily residing in Bridgeport for eight years I operate a small limousine service business New England Limousine Service of Fairfield and for matters related to some long term unaddressed matters in state public works I am a candidate for the U.S. Senate 2010. As brief explanation the primary focus of my active candidacy is a federal court challenge of portions of the 2010 statewide election process.

In the late1980's as a specialized bank officer I appeared before this Council regarding issues of activities of the Connecticut Resources Recovery Authority CRRA including of the curious program by which the City of Bridgeport hosts the 300 million Greater Bridgeport Resource Recovery Project which is located on Howard Avenue next to Long Island Sound.

Without those issues being reasonably resolved more than two years ago, I began again to appear before this Council to speak about matters which appear to be curious state and local government reactions to my role in seeking to have resolved the unaddressed CRRA issues. It seems that these unaddressed issues of major public significance repeatedly merge with other issues of great public importance.

Regarding these issues, I have used the term "unaddressed long-term political cancer in the state government". Let's look at that a bit closer! I have here the text of an article which appeared in the Bridgeport Telegram (renamed the Connecticut Post) on April 6, 1987. The article describes my role, than as a specialized bank officer working with Connecticut Bank & Trust (CBT), of having observed problem of CRRA activities. I had been asked to review a proposal for a medium-scale independent resource recovery project proposed for the Town of Stratford. In order to do a diligent review, I decided that I should review also the large-scale state sponsored resource recovery project proposed for Bridgeport and the surrounding communities. As I reviewed the proposed CRRA project, I was convinced of better merit for the proposed Stratford Project. I placed my efforts into preparation of a loan package for the Stratford Project and was prepared to present that the CBT loan committee prior to August 31, 1985, the illegally imposed deadline that the CRRA had placed for communities to join its program. At a CBT officer reception in Hartford, I was introduced to Peter Shapiro, then the bank governmental relations officer. He asked me if I would be opposed to the loan committee postponing its review of the Stratford project loan package until August 31st. I was rather shocked at the suggestion. I said that I would like to please my client and earlier approval would benefit the project. Mr. Shapiro then commented, "Well, you see, Walter Connolly [chairman of the board for the CBT holding company] is very close to Governor O'Neill and Gov. O'Neill wants the CRRA to do very well! I reluctantly agreed to postpone the presentation of the loan application. Then just following August 31st, the account was transferred from me to another officer who had no experience in that type of specialized financing. She essentially buried the project. Two weeks later, I was fired without cause. They are not only racial minorities which are subject to political retaliation.

These and other facts which are described in the article which I will provide with the hard copy of these comments, have been widely distributed and never disputed. The facts as are described clearly describe a bid-rigging, monopolistic political conspiracy. Also, this situation, despite 28 years of litigation in state and federal courts, has not been reasonably resolved, not only to my detriment but also to the general public.

Just with this brief information, one can begin to understand why the yet unaddressed background involving the CRRA and various other state and local officials is important to the public and why there has been substantial impact to me as a financing specialist whom has been more greatly affected than the general public.

It was also in this setting that in the late 1980's, I met Bill Finch. I utilized this background when he served as State Senator just prior to being elected Mayor. It is also in this setting that in January of 2011, I appeared at a Mayor's Brown Bag Lunch, primarily to talk about other matters such as of the unlawful towing and impounding in 2010 of a Lincoln Town

Car owned by me and of the unlawful towing of a Jeep Cherokee of the late Adelaida Coriano. At the outset of my comments at that lunch meeting, Mayor Finch commented "Ethan, I hope you aren't going to talk about the CRRA. That makes my eyes water." Well, the subject makes my eyes water also! The situation which has occurred and been allowed to develop is horrific and shocking to the public conscience.

In my limousine service, when I transport high school students for special events, I sometimes hear parents say, "Mr. Book, please remember that you are carrying precious cargo". Well Council members, you also are carrying precious cargo; the sacred inalienable rights of the City's residents.

May God bless the City of Bridgeport, the State of Connecticut and our great nation.

Ethan Book

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

False statements made to the Labor Board regarding his medical benefits/taxes and P.T. sewage problem.

Mr. Young thanked Council members Baker and Olson for the consideration of looking into the denial of his medical benefits.

He went on to speak about the tax increase to say that although Bridgeport may not have the highest taxes in Connecticut, they still need to relay to the governor that taxes are too high. He emphasized that many people are struggling and they don't have the finances to pay the high taxes. He expressed that we all need to come together and speak up to government officials. He said the residents need to be made aware of what's going on, so they aren't left behind. He said the tax burden is a hindrance to bringing new business to the city and other people will be reluctant to move here.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Governance and Finance.

Below are the comments presented during the public speaking session

Conversation with Council – April 15, 2013

President McCarthy, Council members, fellow taxpayers and neighbors, and TV viewers, we are long overdue here in Bridgeport for a real conversation about money, of all kinds. Money for the operating budget delivered to you by the Mayor on April 2, but previously discussed with the CT Post in a special conversation on April 1, 2013. Money for the capital budget that you reviewed this past Saturday morning in a location that has doors that lock the public out on Saturday mornings (and lock them in if they manage to get in). Not much likelihood of conversations under those circumstances. But it was about the Capital budgets and borrowing for lots of school development, City infrastructure and equipment, and I listened to your comments requesting some record of what you have approved, authorized and is out there under development during the past five years. Those numbers are not on the City web site. Why not? When you have to ask OPM for this info, do you not understand that the public is in the dark too? How do you intelligently converse, if you do not have all the facts in front of you and know that they have been updated regularly and accurately?

For the first time in years you held a meeting on the CAFR on April 3 with OPM, Finance and CAO. It lasted about 90 minutes. One of facts that you learned in the overview was that the City sustained a "budget deficit" of $3.5 Million for the year, 2012, rather than a slight surplus as thought at year end. Did the monthly financial report prepare you for that? Not the one from last June, because it was only a draft before year end adjustments. Has anyone asked for a final 12th month report so you can see where the 2012 budget did not

work out as proposed and voted upon? Have you mentioned the things you have learned in conversation with the community?

You were provided time to ask questions. One of the questions had to do with contradictions on page 3 and page 16 regarding whether City long term liabilities had increased or decreased during the 2012 fiscal year by $37-38 Million. Did you get an answer showing an increase? I heard no questions from you on Internal Service Fund, on Pension Plan A or the Pension Obligation Bond, or on Pension B Fire and Police that is making news currently? Why don't you review these matters in a scheduled and orderly manner systematically each year? How many Budget & Appropriation meetings (or other Council committee meetings) are canceled each year and not rescheduled? Finally the external audit firm Blum Shapiro provides a Management Letter annually to accompany the audit and State and Federal single documents. Do you see the letters as part of your business in a public meeting? There is no sign in minutes that you do. Why not? There is work to be done and it goes undone.

One week ago I asked whether the Mayor's proposed budget of $520 Million was complete. I made specific reference to page 7 that showed $11 Million of new expenses in addition to the current appropriations of $509 Million. As part of this City operating budget, the BOE is currently listed with almost $220 Million and the Mayor proposed the same funding for the coming year. Will that meet the minimum budget requirement of the State of CT? Has the State formally informed OPM that an additional $3.3 Million is necessary? What is the BOE budget? Hasn't the Mayor declared himself to be the "education Mayor"? How is flat funding an example of his "accountability"? Conversations require at least two parties to alternate speaking and listening roles. Neither our City Council public speaking format nor the Council public hearing format create conversations. Why not? Will you explain that to your public?

So the 2.5 Mill increase on the current 41.1 Mill rate calculates to be a 6% increase. 3.9% attributable to increased expenses of the Mayor's proposal, and 2.1% from anticipated loss of State revenues. You have the job of bringing City expenses into line with City taxpayer pocketbooks. You have heard the taxes are too much. But much blame has to fall on the fact that you are provided too little to see the big picture accurately, month by month throughout the year. As legislators you have two major responsibilities:

- Enacting ordinances to ensure the welfare and good order of the city
- Adopting the city's annual budget – but to do that competently it means learning and knowing the entirety of City finances whether bonded, taxed, granted, or provided by other levels of government.

It means asking the administration to avoid the regular Charter violations caused by tardy or incomplete monthly financial reports. And it means open, accountable and transparent process in City governance by finding ways to increase conversations throughout the year, not just before elections or at budget time. We are far from that today. Time will tell.
John Marshall Lee

The public speaking session closed at 6:55 pm.

CITY OF BRIDGEPORT

CITY COUNCIL MEETING

MONDAY, APRIL 15, 2013
7:00 PM

City Council Chambers, City Hall - 45 Lyon Terrace

Bridgeport, Connecticut

ATTENDANCE: Council members: Brannelly, Stafstrom, Banta, Taylor-Moye, Olson, Brantley, T. McCarthy, Lyons, Vizzo-Paniccia, Bonney, Blunt, dePara, Ayala, Paoletto, Baker, Holloway

ABSENT: Council members: Austin, Silva, Martinez

Mayor Finch called the meeting to order at 7:05 pm.

Prayer - the prayer was offered by Council member Taylor-Moye.

Moment of Silence - Council member Olson asked for a moment of silence for the victims of the Boston Marathon bombings.

Pledge of Allegiance - the pledge was led by Council President McCarthy.

Roll Call - the city clerk took the roll call and announced there was a quorum.

Announcements:

Council President McCarthy announced that the following council members were absent due to illness: Council members Austin, Martinez and Silva.

Council President McCarthy echoed Council member Olson's sentiment about the Boston bombings. He expressed that when you work in a large municipality; it creates worry when we hear about tragedies. However, in order to live in a free world, we sometimes take risks and although there are bad people in the world; there are also good people looking to do the right thing.

Mayor Finch relayed his thoughts about the Boston tragedy. He said he was deeply saddened by those that died and were injured, acknowledging the 2-year old that died. He expressed that what is normally a happy event, turned tragic. However, he said he was thankful for the first responders, the police force and all others that came forward to help.

Mayor Finch welcomed the Bridgeport Police officers (seated in the officer assignment box) that he said would be present during each city council meeting.

Mayoral Proclamations: Presented to the donors who helped fund the largest Gun Buyback Program in the City's history.

Mayor Finch stated that $100k has been donated to purchase guns back. He noted that the next gun buyback event would be held on April 27, 2013 at the Cathedral of the Holy Spirit.

Mayor Finch, Council President McCarthy and Council member dePara came forward to present the citations to the following person/organization-*the recipients that were present came forward to accept the citation.*

City Council Citations: Presented to the donors who helped fund the largest Gun Buyback Program in the City's history.

- Aquarion Water Company
- Berchem, Moses & Devlin
- Bismark Construction
- Bridgeport Hospital
- Bridgeport Housing Authority – *an additional $5k was donated and presented by Frank Borres*
- Bridgeport Regional Business Council
- Food Bazaar
- Joseph Luciano
- Koskoff, Koskoff & Bieder
- People's United Bank
- Public Service Electric and Gas (PSEG)
- Pullman and Comley
- Stratton Faxon
- Cigna
- St. Vincent's Medical Center

Mayor Finch relayed the background of how the program began, by one person donating $10,000.

Council President stated on behalf of the city council that he appreciated everyone's generosity. He stressed that every gun off the street was good for the city.

Filling of Vacant City Council Seat in the 138th District

Council member Paoletto stated that due Bob Curwen resigning from the city council, there was an open seat in the 138th District. He stated that the committee voted to appoint Michael Marella Jr. to fill the seat.

** **COUNCIL MEMBER PAOLETTO MOVED TO APPROVE**

** **COUNCIL MEMBER BRANNELLY SECONDED**

A roll call vote was taken *and*

** **MOTION PASSED WITH FIFTEEN VOTES IN FAVOR AND ONE VOTE IN OPPOSITION(COUNCIL MEMBER BAKER)**

Mayor Finch expressed congratulations and welcomed Mr. Marella back to the city council. He mentioned the Christmas and Easter village that is sponsored annually by Bpt. P.A.L. He recalled that Mike Marella was a former council member and he commented that he always had a vision for the city, such as the professional baseball stadium. He expressed that he was excited to be working with him again.

Council President McCarthy stated that they would gain a lot of experience with Mr. Marella serving on the city council.

Council member Olson commented it was also good to have a senior council member serve on the city council.

Michael Marella Jr. was sworn in by Mayor Finch as the appointed council member for the 138th District.

Council member Marella expressed his gratitude to the city council for having the confidence in him to return to the council seat. He stated that he intends to work hard and he has faith in the city and the city council.

Mayor Finch reconvened the meeting and returned to the agenda at 7:25 pm.

Changes to City Council Committees by Council President – April 15, 2013

Council President McCarthy read the following changes into the record:

1. John Olson appointed to Co-chair Education and Social Service Committee
2. Michael Marella Jr. appointed to Co-chair of Contracts Committee, to member of Economic and Community Development and Environment, and to member of Education and Social Service Committee. Also, Mr. Marella, Jr. is appointed as the City Council Liaison to Fire Commission.
3. Susan Brannelly removed as co-chair of Contracts Committee, remains as member of the Contracts Committee.

4. AmyMarie Vizzo-Paniccia removed from the Contracts Committee and appointed to Ordinance Committee.

** **COUNCIL PRESIDENT McCARTHY MOVED TO APPROVE**

** **COUNCIL MEMBER BRANNELLY SECONDED**

** **MOTION PASSED WITH FIFTEEN VOTES IN FAVOR AND ONE VOTE IN OPPOSITION(COUNCIL MEMBER BAKER)**

MINUTES FOR APPROVAL:

Approval of City Council Minutes: March 18, 2013

** **COUNCIL EMMBER BRANTLEY MOVED TO ACCEPT THE MINUTES**

** **COUNCIL MEMBER PAOLETTO SECONDED**

** **MOTION PASSED UNANIMOUSLY**

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59-12 Communication from Public Facilities re: Application for Waiver to Extend Driveway Width Located at 4200 Park Avenue – Jewish Home Fairfield County Project, referred to Public Safety and Transportation Committee.

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** **COUNCIL PRESIDENT McCARTHY MOVED TO REFER COMMUNICATIONS TO BE REFERRED TO COMMITTEES**

** **COUNCIL MEMBER BRANTLEY SECONDED**

** **MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

Mayor Finch asked if there were any items to be removed from the consent calendar.

Council member Brannelly made a request to remove item ***49-12** Contracts Committee Report re: Agreement with Water Pollution Control Authority (W.P.C.A.) and Sacred Heart University.

The city clerk read the remaining items into the record.

***46-12** Public Safety and Transportation Committee Report re: Grant Submission: State of Connecticut Judicial Branch Court Support Service Division (CSSD) – Youth Violence Prevention Legislation.

***41-12** Contracts Committee Report re: Assignment of Tax Liens for Fiscal Year 2013.

***49-12** Contracts Committee Report re: Agreement with Water Pollution Control Authority (W.P.C.A.) and Sacred Heart University. - *removed*

** **COUNCIL MEMBER BRANNELY MOVED TO APPROVE**

** **COUNCIL MEMBER PAOLETTO SECONDED**

** **MOTION PASSED UNANIMOUSLY**

Mayor Finch returned to item ***49-12** Contracts Committee Report re: Agreement with Water Pollution Control Authority (W.P.C.A.) and Sacred Heart University.

** **COUNCIL MEMBER BRANNELLY MOVED TO APPROVE**

** **COUNCIL MEMBER LYONS SECONDED**

Council member Brannelly explained that the item was on the consent calendar because the committee didn't have the full agreement. The item was unanimously approved in committee. She explained the agreement between Sacred Heart University and WPCA. Sacred Heart will pay a $100k flat fee, plus the WPCA rate.

ADDED:

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

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110-12 (New#)

~~*65-12~~ Communication from City Attorney re: Proposed Request of Cambridge Manor for Waiver of Restrictive Covenant, referred to Contracts Committee.

(*Please note: Item# 65-12 Duplicate number already assigned to another item due to City Clerk clerical error).

** **COUNCIL MEMBER PAOLETTO MOVED TO REFER COMMUNICATIONS TO BE REFERRED TO COMMITTEES**

** **COUNCIL MEMBER LYONS SECONDED**

** **MOTION PASSED UNANIMOUSLY**

New business:

** **COUNCIL MEMBER BRANTLEY MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM TO THE AGENDA FOR IMMEDIATE CONSIDERATION**

** **COUNCIL MEMBER BRANNELLY SECONDED**

** **MOTION PASSED UNANIMOUSLY**

** **COUNCIL MEMBER BRANTLEY MOVED TO APPROVE 54-14 ROBIN HOOD FOUNDATION GRANT – ECONOMIC COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE**

She explained that the foundation offered $500k to assist those affected by Hurricane Sandy for low income housing projects. The item passed unanimously in committee.

** **COUNCIL PRESIDENT McCARTHY SECONDED**

Council member Brannelly asked if there was a city match. Council member Brantley said no.

Mayor Finch commented that receiving the grant was a real accomplishment by the Central Grants Office and Alexandra McGoldrick.

Council member Paoletto stated that he would abstain from the vote due to a conflict with his day job and that he helped with the grant.

It was also stated that Council member Banta would abstain from the vote.

** **MOTION PASSED WITH FOURTEEN VOTES IN FAVOR AND TWO ABSTENTIONS (COUNCIL MEMBERS BANTA and PAOLETTO)**

** COUNCIL MEMBER VIZZO-PANICCA MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING ITEM TO THE AGENDA FOR A VOTE
** COUNCIL MEMBER BRANNELLY SECONDED
** MOTION PASSED UNANIMOUSLY

** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO APPROVE ITEM 58-12 PROPOSED WORKMAN'S COMPENSATION STIPULATION WITH MR. ROBERTO DIAZ – MISCELLANEOUS MATTERS COMMITTEE
** COUNCIL MEMBER PAOLETTO SECONDED
** MOTION PASSED UNANIMOUSLY

ADJOURNMENT

** COUNCIL MEMBER PAOLETTO MOVED TO ADJOURN
** COUNCIL MEMBER BRANTLEY SECONDED
** MOTION PASSED UNANIMOUSLY

The meeting adjourned at 7:40 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY
999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
Mark T. Anastasi

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Arthur C Laske, III

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April 12, 2013

Comm. #64-12 Referred to Contracts Committee on 04/15/2013

City Council
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT
06604

Re: Request of the Finance Department for Adoption of a Certain Standard Form Resolution Concerning State Reimbursement for Tax Abatements pursuant to C.G.S. § 8-216 (copy attached)

Dear Honorable Councilpersons:

Kindly refer the above referenced matter to the Contracts and Appointments Committee at the April 15, 2013 City Council meeting.

Attached for your reference is a copy of the Proposed Resolution.

The Office of the City Attorney has reviewed this Proposed Resolution and finds it to be of proper and sufficient form for adoption. Kindly note in particular the municipal obligations assumed per paragraphs 1.4, 1.7, 1.8, and 3.1 of the Resolution.

Thank you for your assistance in this matter.

Very truly yours,

Mark T. Anastasi
City Attorney

Cc: Bill Finch, Mayor
Fleeta Hudson, City Clerk
Frances Ortiz, Asst. City Clerk
Adam Wood, Chief of Staff
Andrew Nun, CAO
Anne Kelly-Lenz, Dir. of Finance
Russell D. Liskov, Assoc. City atty.

RECEIVED
2013 APR 12 P 2:43

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY
999 Broad Street
Bridgeport, Connecticut 06604-4328

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April 12, 2013

Comm. #63-12 Referred to Contracts Committee on 04/15/2013

City Council
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT
06604

Re: Proposed Resolution Concerning BPT Firefighters Pension Plan B

Dear Honorable Councilpersons:

Kindly refer the above referenced matter to the Contracts and Appointments Committee at the April 15, 2013 City Council meeting.

Draft proposed Resolution language will be provided to the Council/Committee by the Office of the City Attorney.

Thank you for your assistance in this matter.

Very truly yours,

Mark T. Anastasi
City Attorney

Cc: Bill Finch, Mayor
Fleeta Hudson, City Clerk
Frances Ortiz, Asst. City Clerk
Adam Wood, Chief of Staff
Andrew Nun, CAO
Anne Kelly-Lenz, Dir. of Finance
Thomas Sherwood, Dir. OPM
Lawrence Osborne, Labor Rel. Dir.
John Mitola, Assoc. City atty.
Bruce Barth, Esq.

STATE OF CONNECTICUT
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
(AN EQUAL OPPORTUNITY EMPLOYER)

CERTIFIED RESOLUTION OF THE GOVERNING BODY

CERTIFICATION[1]

I, _____, _____, certify that below is a true and correct copy of a
(Name of Official) (Title of Official)
resolution duly adopted by City/ Town of _____ at a meeting of its
_____ duly convened on _____ and which has not
(Governing Body) (Meeting Date)
been rescinded or modified in any way whatsoever and is at present in full force and effect.

_____ _____
(Date) (Signature and Title of Official)

SEAL

RESOLUTION[2]

WHEREAS, pursuant to Conn. Gen. Stat. Section 8-216, State reimbursement for tax abatements, the State of Connecticut Department of Economic and Community Development is authorized to extend financial assistance to a municipality for housing solely for low or moderate-income families; and

WHEREAS, it is desirable and in the public interest that the City/Town of _____ make an application to the State for reimbursement of real property taxes abated pursuant to CGS § 8-215, Tax abatement for housing for low or moderate-income persons and to execute a Master Assistance Agreement for such purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE

_____
(Municipal Governing Body)

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by the Connecticut General Statutes, particularly CGS §§ 8-215 & 8-216; and

2. That the filing of annual applications for State financial assistance as reimbursement for tax abatements by The City/Town of _____ is hereby approved and that

_____
(Title and Name of Authorized Signatory for the Master Assistance Agreement)

is directed to execute and file such applications with the State of Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute a Master Assistance Agreement for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the City/Town of _____.

---

[1] *The Official who is named in and signs the Certification (typically the Town Clerk or Secretary) cannot be the same individual who is named in the Resolution as the Authorized Signatory for the Master Assistance Agreement (typically the Mayor or First Selectman).*

[2] *Attach a copy of the applicable page(s) of the municipal charter or other municipal governance document(s) which show that the Authorized Signatory named in the Resolution is authorized to enter into contracts/sign documents on behalf of the City/Town.*

DECD Project Name: Seaview Gardens/Union Village

CGS § 8-215 et seq.

MASTER ASSISTANCE AGREEMENT
BY AND BETWEEN
THE STATE OF CONNECTICUT
AND

CITY OF BRIDGEPORT

This Master Assistance Agreement (the "**Agreement**"), entered into as of the 1st day of July, 2010 is made and entered into by and between the State of Connecticut (hereinafter, the "**State**") acting herein by its Commissioner of Economic and Community Development, (hereinafter, the "**Commissioner**") pursuant to Sections 4-8 and 8-216 of the Connecticut General Statutes ("**CGS**"), and the City/Town of **Bridgeport**, a municipal corporation of the State of Connecticut (the "**Municipality**"), acting herein, by its **Mayor**, duly authorized.

WITNESSETH THAT,

WHEREAS, CGS §8-215 provides that a municipality may, by ordinance, provide for the full or partial abatement of real property taxes on housing solely for low or moderate-income persons or families and that any such abatement shall be made pursuant to a contract between the municipality and the owner of such housing;

WHEREAS, pursuant to CGS §8-215, the Municipality has provided a tax abatement to the owner of property classified by the Municipality per CGS § 8-215 and such abatement was made pursuant to a written agreement between the Municipality and the Owner of the housing (the "**Owner**") and a copy of the written agreement is incorporated herein by reference and is on file with the State;

WHEREAS, CGS § 8-216 provides the terms pursuant to which the Commissioner may enter into a contract to provide financial assistance in the form of a grant-in-aid to a municipality for property classified by a municipality pursuant to CGS § 8-215;

WHEREAS, the Municipality, pursuant to CGS § 8-216, has requested a grant-in-aid from the State in the form and manner prescribed by the Commissioner, which application documents are incorporated herein by reference and are on file with the State; and

WHEREAS, the Commissioner has approved said application and has agreed to provide such grant-in-aid to the Municipality.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and of the mutual benefits to be gained by the performance thereof, the State and the Municipality hereby agree as follows:

ARTICLE I
THE GRANT

1.1 This Agreement is a master contract and shall continue until terminated by the State in writing. The Municipality shall submit **Exhibits A, B & C** to the State annually upon request.

1.2 Subject to available appropriations, upon receipt of an application and certification on forms approved by the Commissioner, the State agrees to make periodic payments to the Municipality in the form of a grant-in-aid to for each fiscal year of the State in an amount not to exceed the amount of real property taxes abated by the Municipality on the housing development identified in the header on page 1 of this Agreement (the "**subject property**").

1.3 Current application and certification forms are attached hereto as **Exhibits A, B & C** and may be amended and/or revised from time to time by the State.

1.4 Funds made available to the Municipality by the State pursuant to this Agreement are general funds of the State and subject to appropriation. Grant awards are determined based on total available appropriations. It is expressly agreed and acknowledged by the Municipality that the State shall not be obligated to make payment for tax abatements contemplated by CGS § 8-215 unless funds have been appropriated by the General Assembly for that purpose.

1.5 The aggregate amount of payment by the State to the Municipality shall not exceed the amount of the municipal tax abatement. The Municipality agrees that for the purpose of this Agreement, it will not abate real property taxes in an amount greater than the ad valorem taxes of the subject property.

1.6 Annual certification of assessment values and ad valorem taxes shall be made by the Municipality and provided to the State upon request.

1.7 No increase in the assessed valuation of the subject property shall be binding upon the State unless written notice of such increase is provided to the Commissioner in accordance with CGS § Section 8-216(c).

1.8 The Municipality will provide, or cause the provision of, competent and adequate inspection of the subject property to ensure compliance with the requirements of this Agreement and all applicable laws and regulations, including, but not limited to, applicable housing codes. The Municipality shall provide annual written confirmation to the State on a form provided by the Commissioner, a sample of which is attached as **Exhibit B** hereto, that it has performed the required physical inspections of the housing units in order to ensure decent, safe and sanitary conditions.

1.9 The Commissioner shall have the right to inspect, to the extent deemed necessary by the Commissioner, all records maintained by the Municipality regarding inspections required by this Agreement, in addition to any other such right granted to her by contract or law.

1.10 The Municipality will, as such times as the Commissioner may request, furnish the State with periodic reports, statements and documentary data pertaining to the purposes of this Agreement.

1.11 The grant-in-aid provided by this Agreement shall continue so long as:

(a) The subject property is used for housing solely for low or moderate-income persons or families, as such term is defined in CGS § 8-39; and

(b) Monies equal to the amount of such tax abatement are used for the following purpose(s): to reduce rents at the subject property below the levels which would be achieved in the absence of any such abatements and/or to improve the quality and design of such housing and/or effect occupancy of such housing by persons and families of varying income levels within limits determined by the Commissioner and/or to provide necessary related facilities or services in such housing.

1.12 It is understood and agreed by the parties that the Municipality shall request and the State shall not provide reimbursement for taxes abated on the subject property for any period of time during which the subject property do not comply with or conform to applicable housing code and/or that period of time during which the Certificate of Occupancy for the subject property shall have been revoked or suspended.

ARTICLE II
NONDISCRIMINATION & COMPLIANCE WITH THE LAW

2.1 As applicable, the Municipality shall comply with the provisions of CGS § 4a-60 and 4a-60a.

2.2 The Municipality hereby certifies and warrants that it has complied, and shall continue to comply with all

pertinent provisions of local, State and federal law in administering the activities contemplated by this Agreement. Any noncompliance with said laws may, in the discretion of the Commissioner, be deemed a breach of this Agreement.

2.3 Executive Order No. 3. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this Agreement may be cancelled, terminated or suspended by the State Labor Commissioner for violation or of noncompliance with said Executive Order No. Three or any State or Federal Law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Agreement performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion. The Municipality agrees as part consideration hereof, that this contract is subject to the guidelines and rules issued by the State Labor Commissioner to implement Executive Order No. Three and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State and the State Labor Commissioner.

2.4 Executive Order No. 17. This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be cancelled, terminated or suspended by the Commissioner or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that the Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Agreement performance in regard to listing all employment openings with the Connecticut Employment Service.

2.5 Executive Order No. 16. This Agreement is subject to, and Municipality hereby agrees to abide by Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the Agreement may be cancelled, terminated or suspended by the State for violation or noncompliance with said Executive Order No. Sixteen.

ARTICLE III
WITHHOLDING PAYMENTS

3.1 Notwithstanding any other provisions of this Agreement, the Commissioner may, in her discretion, elect to terminate this Agreement, cause the State to withhold payment of requisitioned funds, require that all unexpended State funds be returned to the State, or pay any proper charge contemplated by this Agreement, if she finds that: (a) the Municipality or the Owner has made to the Commissioner any misrepresentation in its request or in any supplement thereto or amendment thereof, or in this Agreement, any modification hereof or with respect to any document furnished pursuant hereto; or (b) the Municipality or the Owner has failed to comply with any provision of this Agreement; or (c) the Municipality or the Owner has abandoned, converted or terminated the subject property; or (d) in the event the State has advanced funds to the Municipality or overpaid the Municipality, the Municipality shall at the end of the fiscal year, or earlier if the Agreement is terminated, return to the State in full, any unexpended funds within 30 days; or such unexpended funds may, at the sole discretion of the Commissioner, be carried over and used as part of a new fiscal year if a new application is approved by the Commissioner.

3.2 In no event shall the making by the State of any payment on account of any grant-in-aid provided by this Agreement, constitute or be construed as a waiver by the State of any breach of covenant, condition or any other default which may then exist on the part of the Municipality or the Owner, and the making of such payment by the State, which any such breach or default shall exist, shall not impair or prejudice any right or remedy available to the State with respect to such breach or default.

ARTICLE IV
RIGHTS OR REMEDIES IN THE EVENT OF DEFAULT

4.1 If the Municipality or the Owner shall default in any of its obligations under this Agreement, or shall commit or allow any breach of covenant hereunder, and such default or breach shall not have been cured or remedied, as may be appropriate, within thirty (30) days after written notice thereof shall have been given by the Commissioner, or such longer period of time as the Commissioner may allow, in writing, then the State, acting by the Commissioner, shall have, to the full extent permitted by law, each and all of the following remedies in addition to those otherwise provided for in this Agreement:

(a) the right to a writ of mandamus or injunction or similar relief against the Municipality, or any or all of the members of its governing body, or against the officers, agents, or representatives of the Municipality as may be appropriate, because of such default or breach;
(b) the right to have a receiver appointed by a court of competent jurisdiction to take possession and control of the assets of the Municipality as pertains to the subject of this Agreement;
(c) the right to maintain any and all actions at law or suits in equity or other proper proceedings cure or remedy and defaults or breaches of covenants under this Agreement; and
(d) the right to withhold reimbursement for taxes abated for any period past the time limit for cure or remedy of such default or breach until any such deficiency has been corrected to the satisfaction of the Commissioner.

4.2 If the State shall not exercise any of the remedies set forth in the preceding section for the curing or remedying of any default or breach of covenant, or any other right or remedy, in no event shall non-exercise be construed as a waiver of any subsequent default or breach of covenant by the Municipality.

ARTICLE V
MISCELLANEOUS PROVISIONS

5.1 Governing Law. Except to the extent preempted by applicable federal law, the laws of the State of Connecticut shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement.

5.2 No Waiver. Neither failure nor delay on the part of State in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by Municipality therefrom shall be effective unless the same shall be in writing, signed on behalf of State by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on Municipality in any case shall entitle Municipality to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of State's right to take other or further action in any circumstances without notice or demand.

5.3 Remedies Cumulative. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

5.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original for all purposes.

5.5 Successors and Assigns. All the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective successors, assigns, and legal representatives. Notwithstanding the foregoing, the Municipality hereby agrees that is shall not assign its interest in this Agreement without the prior written consent of the Commissioner and any purported assignment in violation of the foregoing shall be null and void.

5.6 Severability. The invalidity, illegality, or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity, legality, or enforceability of the remaining provisions hereof or thereof.

5.7 Gender and Headings. The headings of the articles, sections, and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision. The use of a personal pronoun shall refer to all persons regardless of the proper grammatical term.

5.8 Entire Agreement. This Agreement embodies the entire agreement and understanding between State and Municipality and supersedes all prior verbal and written agreements by, between, and among the parties.

5.9 Effective date. This Agreement is made as of the date first written above and shall be effective upon approval by the Attorney General of the State of Connecticut following its execution by the parties hereto.

5.10 Warranties/Representation. It is understood that the Commissioner has relied upon each of the warranties and representations of the Municipality contained herein and would not have entered into this Agreement but for said warranties and representations.

5.11 Parole Evidence. This Agreement shall be the final repository of all of the terms, conditions, and understandings of the parties hereto. The parties mutually release and discharge each other from any prior understanding and/or agreements concerning this Agreement.

5.12 Sovereign Immunity. Municipality recognizes that the State is sovereign and agrees not to make any claims of a right to use the defense of sovereign immunity as the State's agent without the prior written consent of the Commissioner to be granted in her sole discretion. Nothing contained herein may be construed as a waiver or limitation by the Commissioner of the State's sovereign immunity.

5.13 Jurisdiction. The Municipality agrees that the execution of the Agreement and related documentation, and the performance of its obligations hereunder and thereunder, shall be deemed to have a Connecticut situs and the Municipality shall be subject to the personal jurisdiction of the courts of the State of Connecticut with respect to any action the Commissioner, her successors or assigns may commence hereunder or thereunder. Accordingly, the Municipality hereby specifically and irrevocably consents to the jurisdiction of the courts of the State of Connecticut with respect to all matters concerning this Agreement or any supporting documentation or the enforcement thereof in any action initiated by the Commissioner or which the Commissioner voluntarily joins as a party.

5.14 Indemnification. The Municipality shall indemnify and hold the Commissioner and the State harmless from any and all losses, liabilities, injuries, suits, actions, proceedings, and claims arising out of, purportedly arising out of, or relating to this Agreement and all documents executed in conjunction herewith.

5.15 No Third-Party Beneficiary. No contractor, subcontractor, mechanic, materialman, laborer, vendor, or other person dealing with Municipality, including Owner, shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement, but each such person shall be deemed to have agreed (a) that they shall look to Municipality as their sole source of recovery if not paid, and (b) except as otherwise agreed to by State and any such person in writing, they may not enter any claim or bring any such action against State under any circumstances. Except as provided by law, or as otherwise agreed to in writing between State and such person, each such person shall be deemed to have waived in writing all right to seek redress from State under any circumstances whatsoever.

5.16 Commercial Transaction and Waiver. THE MUNICIPALITY AGREES THAT THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART IS A COMMERCIAL TRANSACTION AND WAIVES ANY RIGHT TO NOTICE, PRIOR HEARING, AND ANY OTHER RIGHTS IT MAY HAVE UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS MAY BE AMENDED, OR OTHER APPLICABLE LAW WITH RESPECT TO ANY REMEDY WHICH THE STATE MAY DESIRE TO USE, AND THE COMMISSIONER MAY INVOKE ANY PREJUDGMENT REMEDY AVAILABLE TO IT, INCLUDING, BUT NOT LIMITED TO, GARNISHMENT, ATTACHMENT, FOREIGN ATTACHMENT AND REPLEVIN, WITH RESPECT TO ANY TANGIBLE OR INTANGIBLE PROPERTY (WHETHER REAL OR PERSONAL) OF THE MUNICIPALITY TO ENFORCE THE PROVISIONS OF THIS

AGREEMENT AND ANY RELATED DOCUMENTS, WITHOUT GIVING THE MUNICIPALITY ANY NOTICE OR OPPORTUNITY FOR A HEARING.

5.17 Jury Trial Waiver. THE MUNICIPALITY HEREBY WAIVES TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING OR ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART AND/OR THE ENFORCEMENT OF ANY OF ITS RIGHTS AND REMEDIES. THE MUNICIPALITY ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH ITS ATTORNEY.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

CITY/TOWN OF BRIDGEPORT

By: _____
Print name:
Title:

STATE OF CONNECTICUT
DEPARTMENT OF ECONOMIC &
COMMUNITY DEVELOPMENT

By: _____
Catherine H. Smith
Its Commissioner

APPROVED AS TO FORM:

OFFICE OF THE ATTORNEY GENERAL

By: _____
Print name:
Title:
Duly Authorized

DATE:_____

LIST OF EXHIBITS

A. Request for Tax Abatement Reimbursement

B. Municipality – Tax Abatement Certification

C. Owner – Tax Abatement Certification

EXHIBIT A

Request for Tax Abatement Reimbursement

Section I: General

DECD-use only
Program No.: _____
Date Received: _____

Municipality: _____
Project Name: _____
Project Address: _____
Legal Name of Owner: _____
HUD Project Number: _____ Number of Dwelling Units: _____ (Family) _____ (Elderly) _____
Date Certificate of Occupancy Issued: _____

Section II: Tax Assessor's Date (If more than 1 property, use attachment). If assessment has changed since last submission, attach explanation.

Assessment Date (Grand List): _____ Date of Latest Revaluation: _____
Assessment 100% _____% (Assessment Ratio)

Building:	$ _____	Building:	$ _____
Land:	$ _____	Land:	$ _____
Other:	$ _____	Other:	$ _____
Total:	$ _____	Total:	$ _____

The tax rate applicable to the above assessment date is: _____
The total taxes are: $ _____ Taxes per unit: _____
Date: _____ Assessor: _____ _____
Print Name Signature

Section III: Tax Collector's Data

Assessment Date: _____ Municipal Fiscal Year: _____

The total taxes on the above property on the grand list of _____ are: $ _____
The total taxes paid or to be paid on behalf of the above owner are: $ _____
The total taxes abated are: $ _____
No payments have been received for these abated taxes.
Date: _____ Tax Collector: _____ _____
Print Name Signature

Section IV: Request

State Grant Requested: $ _____

Municipal Fiscal Year (From) _____ (To) _____

I request approval of tax abatement reimbursement in the amount for the time period shown. Date: _____

Signature, Title:
_____

Print Name & Title:
_____

Check-Mailing Address:
_____

_____

FOR DECD USE ONLY

Section V: Approval The request for a tax abatement grant in the amount and for the time period shown below has been reviewed and recommended for payment.

_____ Date: _____
DECD Project Manager

_____ Date: _____
Supervisor

_____ Date: _____
Executive Director

State grant-in-aid approved
Municipal Fiscal Year (From) _____ To _____

_____ _____
Commissioner Date

EXHIBIT B

MUNICIPALITY – TAX ABATEMENT CERTIFICATION

MUNICIPALITY: _____

PROJECT NAME: _____

ADDRESS: _____

_____

HUD PROJECT NO.: _____

LEGAL NAME OF CURRENT OWNER: _____

Approved State Grant in the amount of $_____ for use in low and moderate income housing developments.

Assistance Agreement – Standards of Housing

The Assistance Agreement provides specific provisions concerning the Municipality's obligations to inspect low and moderate-income housing which is the subject of a tax abatement agreement. In accordance with the terms of the Assistance Agreement concerning inspection, specifically, but not limited to Article I, the Municipality certifies that the subject property is in compliance with the provisions of CGS § 8-215.

Your signature below attests to these facts. The State shall have the right to inspect, to the extent deemed necessary by the Commissioner, all the premises including but not limited to: dwelling units, basements, buildings and grounds comprising the subject property.

The State reserves its rights of inspection under the terms of the Assistance Agreement.

The purposes of such inspections shall be to determine the fulfillment of the purposes of this Agreement and compliance with the municipal housing code.

DATE OF LAST INSPECTION: _____

PRINT NAME AND TITLE: _____

SIGNATURE: _____

DATE: _____

EXHIBIT C

OWNER – TAX ABATEMENT CERTIFICATION

MUNICIPALITY: _____

PROJECT NAME: _____

ADDRESS: _____

_____

HUD PROJECT NO.: _____

LEGAL NAME OF CURRENT OWNER: _____

Approved State grant-in-aid in the amount of $_____ for use in low and moderate-income housing developments in accordance with CGS § 8-215 et seq.

GRANT-IN-AID

The subject property shall be used for housing solely for low or moderate-income persons or families.

Monies equal to the amount of such tax abatement shall be used for the following purpose: To reduce rents below the levels which would be achieved in the absence of such abatement and/or to improve the quality and design of such housing by persons and families of varying income levels within limits determined by the Commissioner and/or to provide necessary related facilities or services in such housing.

PRINT NAME AND TITLE: _____

SIGNATURE: _____

DATE: _____

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY
999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS
Gregory M. Conte
Betsy A. Edwards
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg

ASSISTANT CITY ATTORNEYS
Salvatore C. DePiano
R. Christopher Meyer
Edmund F. Schmidt
Eroll V. Skyers

Telephone (203) 576-7647
Facsimile (203) 576- 8252

April 12, 2013

New# 110-12
Comm.* ~~#65-12~~ Referred to Contracts Committee on 04/15/2013
(*Please note: Item#65-12 duplicate number already assigned to another item due to City Clerk clerical error.

City Council
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT
06604

Re: Request of Cambridge Manor for Waiver of Restrictive Covenant

Dear Honorable Councilpersons:

Kindly refer the above referenced matter to the Contracts and Appointments Committee at the April 15, 2013 City Council meeting.

Attached for your reference are:

(1) an e-mail from Atty. John Fallon, legal counsel for Cambridge Manor, which explains the basis and rationale for the request., and

(2) a copy of the proposed Waiver of Restrictive Covenant document.

Kindly note that slightly more than four (4) years remains on the thirty (30) year Restrictive Covenant and this request has the support of the City's OPED.

Thank you for your assistance in this matter.

RECEIVED
2013 APR 12 P 2:43

Very truly yours,

Mark T. Anastasi
City Attorney

Cc: Bill Finch, Mayor
Fleeta Hudson, City Clerk
Frances Ortiz, Asst. City Clerk
Adam Wood, Chief of Staff
Andrew Nun, CAO
David Kooris, Dir. OPED

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Very truly yours,

Mark T. Anastasi
City Attorney

Cc: Bill Finch, Mayor
Fleeta Hudson, City Clerk
Frances Ortiz, Asst. City Clerk
Adam Wood, Chief of Staff
Andrew Nun, CAO
David Kooris, Dir. OPED

From: John F Fallon [mailto:jffallon@snet.net]
Sent: Tuesday, February 19, 2013 1:13 PM
To: Anastasi, Mark T
Subject: Cambridge Manor

Mark:

Thanks for returning my call last week. It was good speaking with you. As we discussed, in August of 1987 the predecessor of Cambridge Manor entered into a Restrictive Covenant which was filed on the Land Records. A copy of that Covenant is attached. As we discussed, the Covenant restricts development for a thirty (30) year period and is enforceable by the owners of property adjoining the premises. In 1992 the predecessor sought a variance from the Zoning Board of Appeals to construct a ten (10) bed addition to the Cambridge Manor Convalescent Home. At that time it received the approval of the adjoining property owners. Waiver of the Restrictive Covenant were executed and a Reaffirmation of the Restrictive Covenant was executed and filed by the prior owner. A copy of that Reaffirmation is also attached.

In an effort to maintain the highest quality of facilities and service for our residents Cambridge has plans to undertake a renovation project that will substantially involve only renovation of the existing interior space. Part of the plans call for the enclosure on the northerly side of the property of a presently unused patio area. Once enclosed this area will be used to create additional interior space although it will not actually increase the footprint of the building beyond the current patio area. The other small addition on the southerly side which is shown on the site plan that I am overnighting to you is an already enclosed area that is currently occupied by an unused daycare room. This space will be converted into two (2) new residence rooms and we will construct a small addition to allow for one (1) additional room. These are the two modest areas of construction that require the Waiver of the Restrictive Covenant.

All the other abutters have now signed the Waiver of the Restrictive Covenant and it is understood that when we record the waiver documents we will immediately file on the Land Records a new reaffirmation of the Restrictive Covenant, a draft of which is attached.

I really appreciate your assistance with regard to this matter. We have a hearing before the Zoning Board on March 7 and it would be great if we could have all of the waivers executed by that time. As I said, I'm sending you the Site Plan by overnight mail so you will have that to review.

Again Mark thanks for your help on this.

WAIVER OF RESTRICTIVE COVENANT

WHEREAS, the undersigned is an owner of property adjoining the premises referred in a certain Restrictive covenant dated August 19, 1987 and recorded in Volume 817 at Page 811 of the Fairfield Land records ("Restrictive Covenant"); and

WHEREAS, the Restrictive Covenant provides that the Owner of said premises may not increase the dimensions of the building referred to therein for a term of thirty (30) years from August 19, 1987; and

WHEREAS, the said Owner desires to construct a small addition to said building as described on the site plan attached hereto and made a part hereof; and

WHEREAS, the said Owner has requested that the undersigned waive the provisions of the Restrictive Covenant for the purpose of the small addition set forth on the attached site plan only.

NOW, THEREFORE, in consideration of One ($1.00) Dollar and other valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby consent to the construction as proposed on the attached site plan and wave their rights to object to same by virtue of the provisions of the Restrictive Covenant.

IN WITNESS WHEREOF, _____,
_____of the City of Bridgeport, duly authorized has hereunto set his hand and seal as of this day of February, 2013.

Signed sealed and delivered in
the presence of:

CITY OF BRIDGEPORT

_____ BY:_____

_____

STATE OF CONNECTICUT)
) SS: BRIDGEPORT
COUNTY OF FAIRFIELD)

Personally appeared _____, _____of the City of Bridgeport who acknowledged the foregoing instrument before me this day of February, 2013

_____
NOTARY PUBLIC/.
COMMISSIONER OF
THE SUPERIOR COURT

RESTRICTIVE COVENANT

WHEREAS, the undersigned, Fairfield One - Oxford Limited Partnership, is owner ("Owner") of certain premises known as 2428 Easton Turnpike, Fairfield, Connecticut as more specifically described on Schedule A attached hereto and made a part hereof, ("Premises") - and

WHEREAS, Owner intends to construct a building on the Premises 35 feet in height, with the building envelope to be a rectangle of approximately 195 feet x 350 feet.

NOW, THEREFORE, in consideration of $1.00 and other valuable considerations, the Owner covenants for itself, its successors and assigns, that for a period of thirty (30) years from the date hereof it will not increase the height or enlarge the dimensions of the building, or any building constructed on the property, except it required to do so by (or to conform with) state, local or federal rules, regulations, laws or requirements. This covenant shall run with the land, and shall bind the Owner and its successors and assigns.

The Owner agrees, for itself and its successors and assigns, that this Restrictive Covenant is and shall be enforceable by the owners of property adjoining the Premises and their heirs and assigns, for the term hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 19th day of August, 1987.

Fairfield One -
Oxford Limited Partnership
Oxford Equities Corporation

BY: Donald H. Boardman, Executive V.P.

STATE OF Maryland)
) ss:
COUNTY OF Montgomery)

The foregoing instrument was acknowledged before me this 19th day of August, 1987.

Susan Willard

NOTARY PUBLIC

RECEIVED FOR RECORD
AUG 20 1987 AT 3:21 P.M.
ATTEST: Evelyn L Kilen
TOWN CLERK

REAFFIRMATION OF RESTRICTIVE COVENANT

WHEREAS, the undersigned, is Owner ("Owner") of certain premises known as 2428 Easton Turnpike, Fairfield, CT ("premises"); and

WHERAS, a certain Restrictive Covenant dated August 19, 1987 and recoded in Volume 817 at Page 811 of the Fairfield Land Records was executed by the Owner ("Restrictive Covenant") (said document being attached hereto as ScheduleA), and

WHEREAS, the owners of property adjoining the Premises referred to in said Restrictive Covenant and benefiting from the terms thereof have executed certain Waivers of Restrictive of Covenant duly recorded immediately prior to this document. NOW THEREFORE, in consideration of the sum of One Dollar and other good and valuable consideration, the Owner of the premises hereby reaffirms all the terms and conditions of the Restrictive Covenant of August 19, 1987 subject only to its right in accordance with the Waivers of Restrictive Covenant to construct the addition to said building as proposed and shown on the site plan attached to the Waivers recorded herewith.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this day of November, 2012.

Signed sealed and delivered in
the presence of:

_____ CAMBRIDGE MANOR REALTY, LLC

_____ BY:_____

STATE OF CONNECTICUT)
) SS: FAIRFIELD
COUNTY OF FAIRFIELD)

Personally appeared , of the LLC, Signer and Sealer of the foregoing Instrument, and acknowledge the same to be his free act and deed and the free act and deed of the Corporation before me.

JOHN F. FALLON, ESQ.
COMMISSIONER OF
THE SUPERIOR COURT

OFFICE OF THE
DEPARTMENT OF PUBLIC FACILITIES
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7130

CHARLES M. CARROLL
Director Public Facilities

BILL FINCH
Mayor

COMM. #59-12 Ref'd to Public Safety & Transportation Committee on 04/15/2013.

Date: April 1, 2013

To: Frances Wilson
Assist. City Clerk

From: Charles M. Carroll, Director CMC
Public Facilities

Re: Application for Waiver of City Council Ordinance to Extend Driveway Width Jewish Home Fairfield County Project, Park Avenue

---

The attached application from Pereira Engineering, for the extension of driveway width for two (2) entrances for the Jewish Home on Park Avenue.

See letter attached from Jon Urquidi, Engineering Supervisor with his recommendation to include additional comments for approval of permit City Ordinance 12.08/030.

Please place on the next City Council agenda for referral to the Public Safety Committee.

Attachment

cc: Pereira Engineering
File

RECEIVED
CITY CLERK'S OFFICE
2013 APR 2 PM 4:59

CITY OF BRIDGEPORT
ENGINEERING DEPARTMENT
CITY HALL - 45 Lyon Terrace
Bridgeport, Connecticut 06604-4023
Telephone (203) 576-7211
Fax (203) 576-7154

March 19, 2013

Charles Carroll
Director Public Facilities
Bridgeport, Connecticut 06604

Re: **4200 Park Avenue – Application for Waiver of City Council Ordinance 12.08.07 to Extend Driveway Width**

Dear Mr. Carroll:

Please be advised that we have reviewed the plan labeled "Proposed Development Site Plan" Prepared by Pereira Engineering Dated February 1, 2013 for the extension of a driveway width of two (2) driveway entrances for the Jewish Home of Fairfield County project. The two driveways are on Park Avenue. The purpose of the extended driveway curb cut is to provide adequate turning movements for emergency vehicles.

We recommend that approval be granted for the driveways as depicted on the plans based on the following additional comments:

1. Provide stop bars and "stop" signs at the driveway locations on the development property and not in the Right of Way.
2. Provide any additional traffic signage such as "One way" or "Do Not Enter" signs where needed.
3. Additional turning restriction signage may be required based on the finding in the developments traffic impact study.
4. The petitioner's request must be formally referred to City Council for any waiver requests to City Ordinances. The request should be accompanied by a recommendation by the Fire Marshal's office that wider driveways are required to facilitate emergency vehicle movements in and out of the subject property.

Very truly yours,

Jon Urquidi
Engineering Supervisor

JPU/p
c: Bobby Kennedy, Public Facilities
David Kooris, OPED
Dave Cote, Acting City Engineering
Fire Chief Brian Rooney

I:CorrespondenceFiles/Public Facilities/4200 Park Avenue – Jewish Home of Fairfield County Driveway Width Council 3.20.13

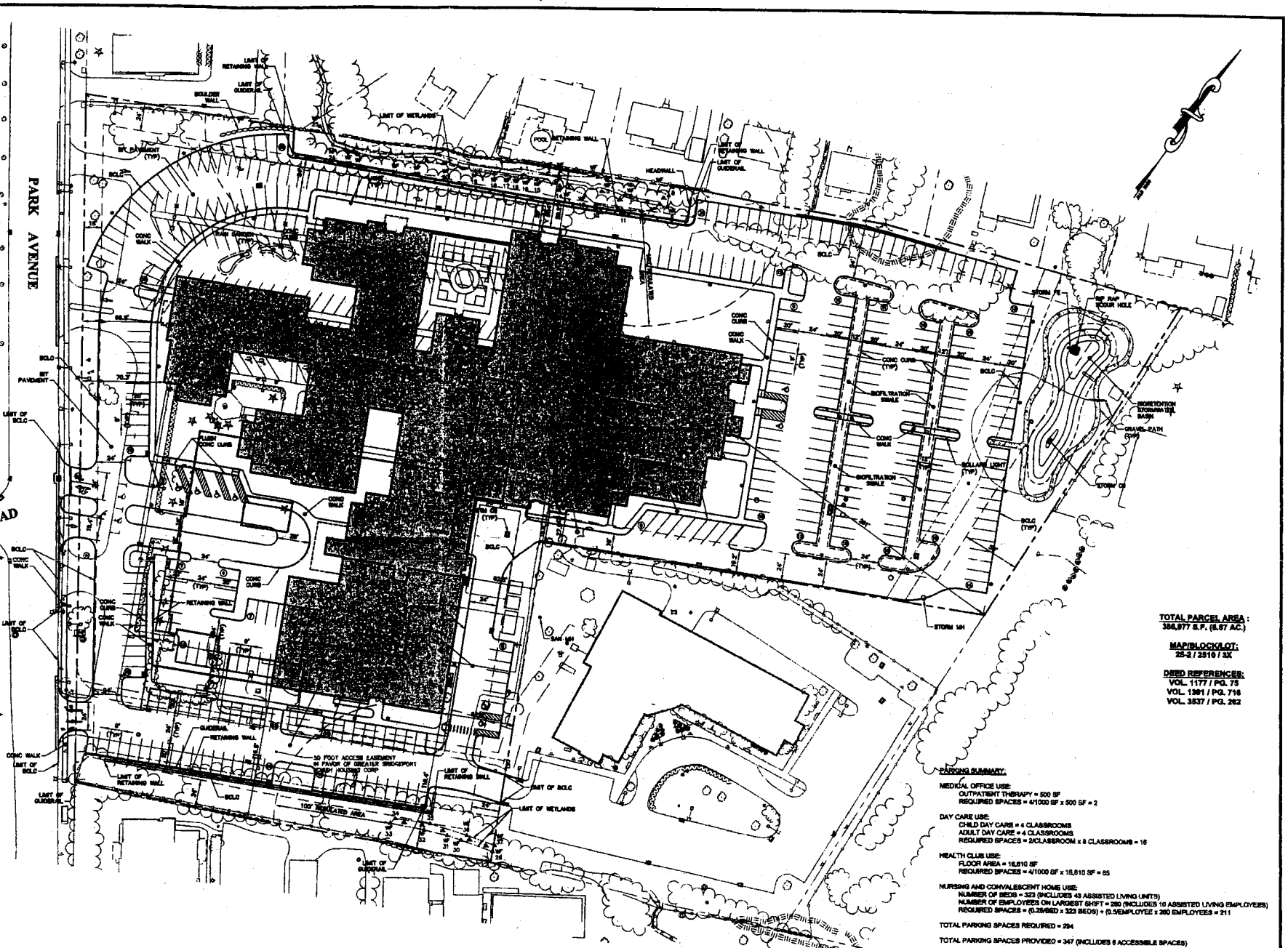
ZONING DATA TABLE
R-C ZONE

	REQUIRED	EXISTING	PROPOSED
	9,000 sf	386,877 sf	386,877 sf
	60 ft	566.83 ft	566.83 ft
	n.a.	n.a.	n.a.
minimum	2,700 sf	–	–
	15 ft	77.5 ft	70.3 ft
	10 ft (1)		27.5 ft
	Note 1	136.6 ft	–
to	Note 1	–	–
	50 ft	80 ft	261 ft
	20 ft	–	–
	the lesser of 1/2 of the depth OR 75 ft	–	–
	1 ft	–	–
	3 ft	–	–
	Note 2	n.a.	n.a.
	Note 2	–	–
	60%	10%	≤60%
	5,400 sf (3)	37,130 sf	–
	70%	36%	≤70%
	30%	33%	≥30%
	5 stories or 45 ft (4)	–	60 ft
roof	n.a.	n.a.	n.a.
	n.a.	n.a.	n.a.
ent			
	12 ft	–	–
	18 ft	–	–
	Note 7	–	–
	No	–	–
	No	–	–
	No	–	–
	Yes (7)	–	–
	No		

ten (10) ft minimum or forty (40) percent of the principal
greater.
provide two front yards and two side yards.
shall apply only to lawfully created lots that pre-date the
dations. No new such lots shall be created.

ore, building coverage shall not exceed 60% and site coverage
not to exceed 5,400 sq. ft. limitation shall not apply in such

g in the R-C zone shall be 5 stories or 60 ft when the
f homes, convalescent homes, assisted living facility, or
ot site is at least five (5) acres – dormitories excluded.
vehicle may be parked in the front setback as long as the
approved driveway. No advertising on any truck or equipment



TOTAL PARCEL AREA : 386,877 S.F. (8.87 AC.)

MAP/BLOCK/LOT: 25-2 / 2510 / 3X

DEED REFERENCES:
VOL. 1177 / PG. 75
VOL. 1361 / PG. 716
VOL. 3537 / PG. 262

PARKING SUMMARY:

MEDICAL OFFICE USE:
OUTPATIENT THERAPY = 500 SF
REQUIRED SPACES = 4/1000 SF x 500 SF = 2

DAY CARE USE:
CHILD DAY CARE = 4 CLASSROOMS
ADULT DAY CARE = 4 CLASSROOMS
REQUIRED SPACES = 2/CLASSROOM x 8 CLASSROOMS = 16

HEALTH CLUB USE:
FLOOR AREA = 16,610 SF
REQUIRED SPACES = 4/1000 SF x 16,610 SF = 65

NURSING AND CONVALESCENT HOME USE:
NUMBER OF BEDS = 323 (INCLUDES 43 ASSISTED LIVING UNITS)
NUMBER OF EMPLOYEES ON LARGEST SHIFT = 280 (INCLUDES 10 ASSISTED LIVING EMPLOYEES)
REQUIRED SPACES = (0.25/BED x 323 BEDS) + (0.5/EMPLOYEE x 280 EMPLOYEES = 211

TOTAL PARKING SPACES REQUIRED = 294

TOTAL PARKING SPACES PROVIDED = 347 (INCLUDES 8 ACCESSIBLE SPACES)

SCALE: 1" = 40'

FOR ZONING COMPLIANCE

eira Engineering, LLC
VIL & ENVIRONMENTAL
rries Drive, Suite 312
T 06484
Phone: (203) 944-9944
Fax: (203) 944-9945

REVISIONS

NO.	BY	DATE	REMARKS

DES KGB
DWN KGB
CHK JCP

PREPARED FOR
THE JEWISH HOME OF FAIRFIELD COUNTY
FOR PROPERTY LOCATED AT
4200 PARK AVENUE
BRIDGEPORT, CONNECTICUT

PROPOSED SITE DEVELOPMENT PLANS
SITE PLAN

SCALE: 1"=40'

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DATE FEBRUARY 1, 2013
C SHEET 1 OF 3
CAD REF. NO. 0626SP01

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY
999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS
Gregory M. Conte
Betsy A. Edwards
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg

ASSISTANT CITY ATTORNEYS
Salvatore C. DePiano
R. Christopher Meyer
Edmund F. Schmidt
Eroll V. Skyers

Telephone (203) 576-7647
Facsimile (203) 576- 8252

April 1, 2013

Comm. #60-12 ACCEPTED AND MADE PART OF THE RECORD on 4/15/2013

The Honorable City Council
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Re: **SETTLEMENT OF CLAIM**
PEDRO RAMOS, JR. v. CITY OF BRIDGEPORT, ET AL

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of $15,000.00 payable to Daly, Weihing & Bochanis, Trustee for Pedro Ramos, Jr. The action is claiming personal injuries sustained during an incident on June 25, 2008.

Pursuant to the City Council's amended Ordinance Section 2.10.130, this office hereby provides notice of its intent to settle this matter in accordance with the terms set forth in said Section 2.10.130.

If you wish to discuss the details of this case or have any questions, please feel free to contact me. If I am not immediately available, please speak with my secretary, Kim Laue, who will then follow-up with me. Further, if I do not hear from you within the twenty (20) day time period provided by the Ordinance, I will proceed to finalize settlement of this matter.

Very truly yours,

Mark T. Anastasi
City Attorney

MTA/kl

CITY OF BRIDGEPORT
ENGINEERING DEPARTMENT
CITY HALL - 45 Lyon Terrace
Bridgeport, Connecticut 06604-4023
Telephone (203) 576-7211
Fax (203) 576-7154

COMM. #61-12 Ref'd to Public Safety & Transportation Committee on 04/15/2013.
(Ref. #35-11)

April 9, 2013

Honorable Body of the City Council
Bridgeport, Connecticut

Re: **State Project 15-360 Federal Aid Project 1015(126)**
Main Street Traffic Signal Improvements –Utilizing Funding from the Under the Urban Component of the Surface Transportation Program

Resolution for Authorization to sign State of Connecticut and City Agreement

Ladies and Gentlemen:

In order to proceed with project implementation for the above-referenced project, it is necessary to provide the State of Connecticut with a resolution authorizing the Mayor to sign the agreement entitled "Agreement between the State of Connecticut and the City of Bridgeport for the Development of Contract Plans, Specifications and Estimates for Main Street Signal Improvements utilizing Federal Funds under the Urban Component of the Surface Transportation Program"

The project was previously approved by City Council on February 6, 2012. The additional resolution authorizing signature is required by the Department of Transportation.

We are, therefore, requesting that the City Council approve the Resolution attached.

Should you have any questions regarding the above, please do not hesitate to contact us.

Very truly yours,

Jon Urquidi
Engineering Supervisor

Enclosures

c: Mayor Bill Finch
Andrew Nunn, CAO
Charlie Carroll, Public Facilities
Bobby Kennedy, Public Facilities
David Cote, Engineering

RECEIVED
CITY CLERK'S OFFICE
2013 APR 10 A 10: 24
ATTEST

I:Traffic/Traffic General/Traffic Signal Projects/Main Street Upgrade/Council Docs/Council Letter Agreement 4.09.13

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546
Phone (860) 594-3219

April 8, 2013

The Honorable Bill Finch
Mayor
City of Bridgeport
999 Broad Street
Bridgeport, Connecticut 06604

Dear Mayor Finch:

Subject: Project No. 15-360
Federal Project No. 1015(106) (PE Phase)
Main Street Traffic Signal Improvements
City of Bridgeport

Enclosed are two copies of an Original Preliminary Engineering Agreement between the City of Bridgeport and the State of Connecticut for the Main Street Traffic Signal Improvements.

Please do the following promptly:

1. Affix your signature and two witness signatures to the two copies of the signatory page of the Agreement. Please sign your name as it appears on the signatory page.
2. The witnesses shall sign in the same order on the two copies.
3. The witnesses' names shall be typed or printed beneath their signatures.
4. Attach the original council resolution (see enclosed sample) authorizing you, by name and title, to sign these copies of the Agreement. The council resolution must be dated prior to the signing of the agreement. For consistency, please see that your name appears in the resolution as shown in the preamble and signatory pages of this Agreement.

Please return two signed copies of this Agreement (must be signed within 30 days of the original council resolution) on or before April 26, 2013 so that we may process them for State Signatures. A fully executed copy of the Agreement will be returned to you upon its completion.

Very truly yours,

For Hugh H. Hayward, P. E.
Transportation Principal Engineer
Bureau of Engineering and Construction

Enclosures

An Equal Opportunity Employer
Printed on Recycled or Recovered Paper

State Project No. 15-360
Federal-Aid Project No. 1015(126)

RESOLUTION

RESOLVED, that Bill Finch, Mayor, is hereby authorized to sign the Agreement entitled "Agreement between the State of Connecticut and the City of Bridge[ort for the Development of Contract Plans, Specifications and Estimates for Main Street Traffic Signal Improvements utilizing Federal Funds under the Urban Component of the Surface Transportation Program" and any and all contracts or documentation required to complete the proposed project..

ADOPTED BY THE _____ OF THE CITY OF

BRIDGEPORT, CONNECTICUT, THIS ____ DAY OF _____, 2013.

Clerk

Seal

Date

Agreement No.
CORE ID No.

AGREEMENT
BETWEEN THE STATE OF CONNECTICUT
AND
THE CITY OF BRIDGEPORT
FOR THE
DEVELOPMENT OF CONTRACT PLANS, SPECIFICATIONS AND ESTIMATES
FOR
MAIN STREET TRAFFIC SIGNAL IMPROVEMENTS
UTILIZING FEDERAL FUNDS UNDER THE
URBAN COMPONENT OF
THE SURFACE TRANSPORTATION PROGRAM

State Project No. 15-360 Federal-Aid Project No. 1015 (126)

THIS AGREEMENT, concluded at Newington, Connecticut, this day of , 201 , by and between the State of Connecticut, Department of Transportation, James Redeker, Commissioner, acting herein by Thomas A. Harley, P.E., Bureau Chief, Bureau of Engineering and Construction, duly authorized, hereinafter referred to as the "State", and the City of Bridgeport, 999 Broad Street, Bridgeport, Connecticut 06604, acting herein by Bill Finch, Mayor, hereunto duly authorized, hereinafter referred to as the "Municipality", or collectively referred to as the "Parties".

WITNESSETH, THAT,

WHEREAS, the Municipality has requested that design activities be undertaken in conjunction with the Main Street Traffic Signal Improvements, hereinafter referred to as "improvements," and

WHEREAS, said improvements include, but are not limited to the complete replacement of traffic signals and related appurtenances at 20 intersections along Main Street, including, but not limited to, installation of emergency vehicle preemption, video detection, LED lamps, fiber optic signal interconnect and construction of pedestrian ramps, herein identified as State Project No. 15-360 and Federal-aid Project No. 1015 (126), hereinafter referred to as the Project, and

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and/or Moving Ahead for Progress in the 21st Century (MAP-21) provides funding authorization "for Federal-aid highways, highway safety programs, and transit programs, and for other purposes," and

WHEREAS, Section 13a-165 of the Connecticut General Statutes, as revised, provides that the Commissioner of Transportation is authorized... "(b) to apply for and to obtain moneys, grants, or other benefits from the United States or any agency thereof in connection with roads, bridges or highways and (c) to approve all programs, conclude all agreements, accept all deeds, make all claims for payment, certify all matters and do any and all other acts and things necessary or desirable to meet the requirements of and obtain such moneys, grants or benefits from the United States or other agency thereof.", and

WHEREAS, the Municipality has requested that federal funding be obligated so that Project related design activities could be authorized.

NOW, THEREFORE, KNOW YE THAT:
THE PARTIES HERETO AGREE AS FOLLOWS:

DEFINITIONS:

The following definitions shall apply to this Agreement:

The term "Claims" as used herein is defined as all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

The term "Municipality Parties" as used herein is defined as 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 Agreement in any capacity.

The term "Project" as used herein is defined as the complete replacement of traffic signals and related appurtenances at 20 intersections along Main Street, including, but not limited to, installation of emergency vehicle preemption, video detection, LED lamps, fiber optic signal interconnect and construction of pedestrian ramps.

The term "Records" as used herein is defined as all working papers and such other information and materials as may have been accumulated by the Municipality in performing the Agreement, 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.

The term "State" as used herein is defined as State of Connecticut, including the Department of Transportation ("Department"), and any office, department, board, council, commission, institution or other agency or entity of the State.

ARTICLE I. THE MUNICIPALITY SHALL:

(1) Designate an individual to act as liaison with the State and consultant(s) to provide for the proper interchange of information concerning the Project. The signatory of this Agreement or

his/her successor thereto will be considered the liaison unless other provisions are made. The liaison will be responsible for coordination with municipal agencies, monitoring consultant progress, and assuring that prime consultant(s) conform to disadvantaged business enterprise requirements.

(2) Design the Project to standards acceptable to the State and the Federal Highway Administration and within the designated time frame established for the Project.

(3) Use the "Consultant Selection, Negotiation and Contract Monitoring Procedures for Municipal Administered Projects," dated November 2007, to retain or employ assistants or consultants for the development of the required contract plans, specifications, estimates, and other project information, reports, statements, studies and environmental permit applications. Written documentation of procedures utilized for retention, employment or selection of such assistants and/or consultants shall be provided to the State.

(4) Submit to the State for review, before execution, any proposed agreements between the Municipality and its consultant(s), to affirm compliance with State and Federal requirements. Written approval of all agreements, supplements to agreements, and extra work claims pertaining to the Project will be obtained from the State before work is authorized by the Municipality.

(5) Agree that no reimbursable costs may be incurred by the Municipality in conjunction with consultant agreements or supplements to consultant agreements prior to the State's written approval of same.

(6) The Municipality hereby acknowledges and agrees to comply with the guidelines set forth in Exhibit A, Schedule 1 (attached hereto), Policy No. F&A-30, dated April 12, 2006; Subject: Maximum Fees for Architects, Engineers and Consultants and the Office of Policy and Management's General Letter No. 97-1, dated November 21, 1996, set forth in Exhibit A, Schedule 2 (attached hereto).

If the Federal Highway Administration's approval is required prior to entering into a supplemental agreement, as stipulated in the attached Policy Statement, the Municipality must submit their request to the initiating unit. The initiating unit will forward the Municipality's request to the Federal Highway Administration for review and provide the Municipality with the Federal Highway Administration's decision.

The Municipality shall ensure that all parties are in compliance with the audit requirements set forth in Title 48, Section 31 of the Code of Federal Regulations (CFR) and Title 23, Section 172 CFR, as revised, when retaining consultants.

(7) Pay for professional engineering services or other assistance in developing the construction contract plans, specifications, estimates, specialized reports, and preliminary right-of-way activities for the Project. Approved expenditures will be reimbursed by the State under the provisions of Article I., Paragraph (9); Article II., Paragraph (24); and Article III., Paragraph (31) of this Agreement.

(8) Agree, in the event municipal equipment is used to obtain test pit or other information for the development of plans, specifications and estimates, that equipment rates, based on a municipal audit acceptable to the State, will be used for billing. In the absence of acceptable municipal rates, the rental rate shall be established in accordance with Section 1.09.04(d) of the "State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, and Incidental Construction – Form 816," and Supplemental Specifications, as revised.

(9) Submit invoices titled "Invoice Summary and Processing Form (ISP)", municipal certification of the invoices, supporting payroll data, and direct cost charges for expenses incurred for maximum periods of sixty (60) days during active design periods of the Project. Each voucher submitted for payment will be accompanied by a progress report certified by the Municipality of the phase of work and percentage of work completed for the invoice period. Municipal costs shall be limited to actual payroll, fringe benefits associated with payroll and approved direct cost charges for the Project. A listing of all municipal personnel, including titles, salaries or rates of pay, and fringe benefit factor will be provided to the State by the Municipality prior to the start of work for all municipal personnel to be assigned to engineering activities on the Project.

(10) Acknowledge and agree to comply with the requirements of "Agreements with Goals, Special Provisions, Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers for Federal Funded Projects," set forth in Exhibit A, Schedule 3 (attached herewith), dated October 16, 2000, as may be revised from time to time.

(11) Reimburse the State for all expenditures incurred by the State on the Project in the event the Project is canceled by the Municipality without "good cause." However, the Municipality may request cancellation of the 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."

(12) Conduct a public involvement program in compliance with State requirements.

(13) Submit to the State for review, any plans, specifications, estimates, and other information developed for the Project by municipal engineering forces or by its consultant. Such plans, specifications, estimates, and other information shall be submitted to the State in accordance with the Consultant Administration & Project Development Manual of the Department of Transportation, as revised.

(14) Permit the State and Federal Highway Administration to review, at any time, all work performed under the terms of this Agreement.

(15) In accordance with Section 13a-98f of the General Statutes of Connecticut, as revised, "issue an appropriate order to any utility to readjust or relocate in or remove its utility facility at its

own expense from any such federal surface transportation urban program roadway or facility as is deemed necessary by the municipality,"... "provided the cost of readjusting, relocating or removing any municipally-owned utility facility shall be apportioned on the same basis as the cost of constructing such roadway or facility,"... located within the municipal right-of-way and the Municipality shall take all necessary legal action provided under Section 7-148 of the Connecticut General Statutes, as revised, to enforce compliance with the issuance of such order.

Any delays resulting in charges or claims by the Municipality's contractor which are the result of the failure of any utility to readjust or relocate in or remove its facilities within the area impacted by the Project because of the failure of the Municipality to carry out its responsibility, as outlined in the first paragraph of this Article I., Paragraph (15), shall become the responsibility of the Municipality.

(16) Assume full legal responsibility for the accuracy of all products of its work or that of its consultant or other assistants under this Agreement and shall so indicate by having the signature and the Connecticut Professional Engineer's Seal of the municipal engineer and/or its consultant engineer in charge of the work performed under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents.

In addition, the title sheet(s) of all plans and/or documents shall be signed by the authorized individual within the Municipality responsible for receipt of "official notices."

(17) With respect to the operations that the Municipality performs or engages a design consultant to perform, and also those that are performed by subconsultants of the design consultant, in conjunction with the Project, the Municipality shall carry, and/or shall require its design consultant (i) to carry and (ii) to impose on its subconsultants the requirement to carry, for the duration of the Project, the following insurance:

(a) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars ($1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars ($2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period, with the State being named an additional insured party.

(b) Automobile Liability Insurance with respect to the operation of all motor vehicles, including those hired or borrowed, used in connection with the Construction Project, providing for a total limit of One Million Dollars ($1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, with the State being named an additional insured party. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars

($2,000,000), with the State being named an additional insured party.

(c) Valuable Papers Insurance Policy until the work has been completed and accepted by the State. Said Policy will assure the State that all records, papers, maps, statistics, survey notes, all tracings, highway and bridge design and other data or documents shall be reestablished, recreated, or restored if made unavailable by fire, theft, flood, or other cause. The Municipality, or its consultants and/or subconsultants, shall retain in its possession duplications of all survey plans and field notes, and duplications of all products of its work under this Agreement, if and when it is necessary for the originals to be removed from its possession during the time that this policy is in force. This Policy shall provide coverage in the amount of Seventy-five Thousand Dollars ($75,000) when the insured items are in its possession, and in the amount of Twenty Thousand Dollars ($20,000) regardless of the physical location of the insured items.

(d) Workers' Compensation Insurance, and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.

(e) Professional Liability Insurance for errors and omissions in the minimum amount of Two Million Dollars ($2,000,000), with the appropriate and proper endorsement to its Professional Liability Policy to cover the Indemnification clause in this Agreement as the same relates to negligent acts, errors or omissions in the work performed by the Municipality, design consultant, or subconsultant, as applicable. The Municipality, design consultant, or subconsultant may, at its election, obtain a policy containing a maximum Two Hundred Fifty Thousand Dollars ($250,000) deductible clause, but if it should obtain a policy containing such a clause the Municipality, design consultant, or subconsultant shall be liable, as stated above herein, to the extent of the deductible amount. The Municipality, design consultant, or subconsultant shall continue this liability insurance coverage for a period of three (3) years from the date of acceptance of the completed design or Project subject to the continued commercial availability of such insurance. It is understood that the above insurance may not include standard liability coverage for pollution or environmental impairment. However, the Municipality, design consultant, or subconsultant shall acquire and maintain pollution and environmental impairment coverage as part of this Professional Liability Insurance, if such insurance is applicable to the work performed by the Municipality, design consultant, or subconsultant under this Agreement.

(f) In the event the Municipality, design consultant, or subconsultant, as applicable, secures excess/umbrella liability insurance to meet the minimum coverage requirements for Commercial General Liability or Automobile Liability Insurance coverage, the State of Connecticut must be named as an additional insured on that policy.

(g) Said coverages must be provided by an insurance company or companies satisfactory to the State, except that, with respect to work performed directly and exclusively by the Municipality, the Municipality may request that the State accept coverage provided under a municipal self insurance program. If requested by the State, the Municipality must provide evidence

of its status as a self-insured entity and describe its financial condition, the self-insured funding mechanism and the specific process on how to file a claim against the self insurance program. If such self-insurance coverage with respect to any insurance required herein is acceptable to the State, in its sole discretion, then the Municipality shall assume any and all claims as a self-insured entity, and the respective insurance requirements stated herein will not be applicable.

(h) The Municipality shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Municipality may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement. The Municipality shall insert this required provision into its agreements with its design consultant, if applicable, and shall require its design consultant to insert this required provision into its agreements with its subconsultants.

(18) Agree that the State, on written notice, may suspend, postpone, abandon, or terminate this Agreement, and such action shall in no event be deemed a breach of contract. Such suspension, postponement, abandonment, or termination may come about for the convenience of the State or may become necessary as a result of the Municipality's and/or its consultant's failure to render to the State's satisfaction the services required under this Agreement, including the progress of work on such services. Upon receipt of written notification from the State that this Agreement is to be terminated, the Municipality and/or its consultant shall immediately cease operations on work being performed under this Agreement and shall assemble all material that has been prepared, developed, furnished, or otherwise obtained under the terms of this Agreement. Said materials shall include, but not be limited to, documents, plans, computations, drawings, notes, records and correspondence. The State shall review this material and will determine the amount of acceptable work performed under the terms of this Agreement. The Municipality agrees to accept the State's evaluation of the percent of work completed to the date of suspension, postponement, abandonment or termination.

(19) Comply with the provisions contained in Exhibit A entitled "Administrative and Statutory Requirements," a copy of which is attached hereto and hereby made part of this Agreement.

(20) Deposit with the State, upon demand, a sum of Zero Dollars ($0), as described in Article III., Paragraph (31) hereof, which sum represents the Municipality's proportionate share of the estimated cost of all participating services provided by the State.

(21) Agree that in the event the right-of-way acquisition phase, or the construction phase, does not commence by the close of the tenth (10th) Federal fiscal year following the Federal fiscal year in which the Preliminary Engineering phase is authorized, the Municipality will reimburse the State, when requested, the sum or sums expended by the State for all costs associated with this Agreement.

(22) (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 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 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 other person or entity 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 Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Municipality shall name the State as an additional insured on the policy. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Department or the State is contributorily negligent.

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

(23) Agree that nothing in this 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 State, at law or in equity, under this Agreement, including, but not limited to, those relating to damages.

ARTICLE II. THE STATE SHALL:

(24) Use apportionments made available to the State under the Urban component of the Surface Transportation Program to reimburse the Municipality for the Federal share of participating Project costs. One Hundred percent (100%) of the certified amount expended by the Municipality and/or its consultant and approved by the State as participating Project costs under the terms of this Agreement will be reimbursed by the State.

(25) Provide services which 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 Project.

ARTICLE III. THE STATE AND MUNICIPALITY MUTUALLY AGREE:

(26) That final payment will be based on a post-engineering audit performed by the State using the percentages set forth in Article II., Paragraph (24), and Article III., Paragraph (31) of this Agreement. The Municipality is also required to perform an audit in accordance with Article (5) of Exhibit A.

(27) To enter into agreements relative to acquisition of rights-of-way, construction, and utility adjustments with municipally-owned facilities as are necessary to complete the Project.

(28) That this Agreement shall terminate when one of the following conditions is met:

(a) Upon satisfactory completion of the conditions stated herein.

(b) Upon mutual consent of the Municipality, the State, and the Federal Highway Administration.

(c) Upon written notice from the State that the Agreement is terminated, including cancellation or termination by the State Labor Commissioner under the terms of this Agreement.

(29) That any Official Notice from one such party to the other such party, in order for such notice to be binding thereon, shall:

(a) Be in writing (hardcopy) addressed to:

(i) When the State is to receive such Notice -

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

(ii) When the Municipality is to receive such Notice -

Mayor
City of Bridgeport
999 Broad Street
Bridgeport, Connecticut 06604;

(b) Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party to receive such notice; and

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

The term "Official Notice," as used herein, shall be construed to include, but not be limited to, any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s), including any electronically-produced versions, provided, permitted, or required for the making or ratification of any change, revision, addition to, or deletion from, the document, contract, or agreement in which this "Official Notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is(are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is(are) to be made, provided such subsequent agreement(s) is(are) concluded pursuant to the adherence to this specification.

(30) (a) That if the extra work requested, in writing, by the Municipality results in an accumulative cost less than the amount identified under Item B of Article III., Paragraph (31) hereof, said cost shall be funded under the terms of this Agreement; if the State granted written approval of said cost increases.

(b) If the extra work requested, in writing, by the Municipality results in an accumulative cost greater than the amount identified under Item B of Article III., Paragraph (31) hereof, the State and Municipality shall enter into a supplemental agreement, if STP Urban funding is available and the State granted written approval of said cost increases.

(c) If the actual expenditures incurred by the State result in an accumulative cost less than the amount identified under Items (C+D) of Article III., Paragraph (31) hereof, said expenditures shall be funded under the terms of this Agreement.

(d) If the actual expenditures incurred by the State result in an accumulative cost greater than the amount identified under Items (C+D) of Article III., Paragraph (31) hereof, the State and the Municipality shall enter into a supplemental agreement, if STP Urban funding is available.

(31) That the estimated cost for the preliminary engineering phase of the Project is as follows:

ESTIMATED ENGINEERING COSTS

State Project No. 15-360 Federal-aid Project No. 1015 (126)

A. Municipal Cost.....$810,300

B. Municipal Extra Work Allowance.....$81,000

C. State Cost.....$93,600

D. State Extra Work Allowance.....$9,400

E. Total Costs (A+B+C+D).....$994,300

F. Federal Share (100% of E).....$994,300

G. State Share (0% of E).....$0

H. Municipal Share (0% of E).....$0

I. Maximum Amount of Reimbursement to Municipality (100% of A+B).....$891,300

J. Amount to be deposited by the Municipality in accordance with Article I.,Paragraph (20) of this Agreement (0% of C+D).....$0

The maximum amount of reimbursement to the Municipality under the terms of this Agreement is Eight Hundred Ninety-one Thousand Three Hundred Dollars ($891,300) unless revised under the provisions of Article III., Paragraph (30) of this Agreement.

(32) That the State will assume no liability for payment under the terms of this Agreement until the State has received Federal authorization to proceed with the preliminary engineering phase of the Project and the Municipality is notified, in writing, by the State that said Agreement has been

approved by the Attorney General of the State of Connecticut. A written notice to proceed with design activities will be issued by the State upon execution of the Agreement.

(33) The Agreement itself is not an authorization for the Municipality to begin the Project or begin performance in any way. The Municipality may begin the Project or begin performance only after it has received written Official Notice to proceed order against the Agreement. A Municipality's commencement of the Project or commencing performance without Official Notice in accordance with this Article III., Paragraph (33) does so at the Municipality's own risk.

(34) That the Parties deem the 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 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 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 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.

(35) The Parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this paragraph conflicts with any other paragraph, this paragraph shall govern.

(36) That the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Municipality further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

Agreement No.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT
Department of Transportation
James Redeker, Commissioner

_____ By: _____ (Seal)
Name:

Thomas A. Harley, P.E.
Bureau Chief
Bureau of Engineering and Construction

_____ Date:_____
Name:

CITY OF BRIDGEPORT

_____ By: _____ (Seal)
Name:

Bill Finch
Mayor

_____ Date:_____
Name:

APPROVED AS TO FORM:

_____ Date: _____
Attorney General
State of Connecticut

EXHIBIT A

ADMINISTRATIVE AND STATUTORY REQUIREMENTS

THE MUNICIPALITY AGREES:

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

(2) To acknowledge and agree to comply with the policies enumerated in this Exhibit A, Schedule 4 (attached hereto), "Connecticut Department of Transportation, Policy Statement, Policy No. F&A-10 Subject: "Code of Ethics Policy," June 1, 2007.

(3) That suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not 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.

(a) The signature on the 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 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 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 Agreement.

The municipality agrees to 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.

(4) As a condition to receiving federal financial assistance under the Agreement, if any, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d – 2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances in this Exhibit A, Schedule 5 (attached hereto).

(5) That 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 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.) §§ Sections 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, when applicable. Such Audit Reports shall include management letters and audit recommendations.

The audited municipality shall provide supplementary schedules with the following program/grant information: the program/grant number, CONNDOT project number, Federal project number, phase and expenditures by phase. The sum of project expenditures should agree, in total, to the program/grant expenditures in the Audit Reports. Federal and State programs/grants should be listed separately. (See Exhibit A, Schedule 6, attached herewith entitled "Supplementary Program Information" for format.)

Some programs/projects may have a "Matching" requirement, the matching portion of which must be met from local funds. Where matching requirements exist, the audit must cover the complete program/project, including all expenditures identified with or allocated to the particular program/project at the local level, whether the expenditures are from Federal, State or Local Funds.

Any differences between the project expenditures identified by the auditor and those amounts approved and/or paid by the Connecticut Department of Transportation must be reconciled and resolved immediately.

Except for those projects advertised by the State, the municipality agrees that all fiscal records pertaining to the project shall be maintained for three (3) years after expiration or earlier termination of this Agreement or three (3) years

after receipt of the final payment, whichever is later. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally and irrevocably resolved. These records shall include the contract, contractor's monthly and final estimates and invoices, construction orders, correspondence, field books, computations, contractor's payrolls, EEO/AA records/reports, and any other project related records. Such records will be made available to the State, State Auditors of Public Accounts and/or Federal Auditors upon request. The audited municipality must obtain written approval from the appropriate division within the Connecticut Department of Transportation prior to destruction of any records and/or documents pertinent to this Agreement.

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

The State, including the State Auditors of Public Accounts, reserves the right to audit or review any records/workpapers of the entity or municipality and the CPA pertaining to the Agreement.

(6) Certification for Federal-Aid Contracts-(For contracts exceeding $100,000)

That the Municipality certifies, by signing and submitting this Bid, Agreement, Contract, or Proposal, to the best of his/her/its knowledge and belief, that:

(a) 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.

(b) 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 Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. **If applicable, the Disclosure Form–LLL in this Exhibit A, Schedule 7 (attached hereto), shall be completed and submitted with the Bid, Agreement, Contract, and/or Proposal.**

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

The Municipality also agrees by submitting his/her/its Bid, Agreement, Contract, or Proposal that he/she/it shall require that the language of this Certification be included in all lower tier 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.**

(7) That this clause applies to those municipalities who are or will be responsible for compliance with the terms of the Americans Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Municipality represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Municipality to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the 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 Act, as the same applies to performance under this Agreement.

(8) That when the Municipality receives State or Federal funds it shall incorporate the "Connecticut Required Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as may be amended from time to time, as a material term of any agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

Schedule 1

CONNECTICUT DEPARTMENT OF TRANSPORTATION
POLICY STATEMENT

POLICY NO. F&A-30
April 12, 2006

SUBJECT: Maximum Fees for Architects, Engineers, and Consultants

It is Department policy that maximum fees for architects, engineers, and consultants shall be in accordance with the provisions of Chapter 11 of United States Code Title 40, Part 36 of Title 48 of the Code of Federal Regulations (CFR) and 23USC 11 2(b)2:

> Under the terms of these federal regulations, the Department "shall accept indirect cost rates established in accordance with the Federal Acquisition Regulations for 1-year applicable accounting periods by a cognizant Federal or State government agency...." and "...shall apply such rates for the purpose of contract estimation, negotiation, administration, reporting and contract payment and shall not be limited by administrative or defacto ceilings of any kind."
>
> Travel - shall be the maximum established per the State Travel Regulations (managers' agreement).

If a project is federally funded in any phase, the above stated new requirements shall apply to all new agreements negotiated on or subsequent to December 1, 2005. New agreements that do not have federal funding in any phase, including construction will continue to apply the requirements of the Office of Policy and Management's (OPM) General Letter 97-1. Supplemental agreements negotiated on or after December 1, 2005, that are merely a continuation or refinement of work, shall continue to adhere to the maximums as contained in OPM's General Letter 97-1. Supplemental agreements that result in a new phase of work or more than a continuation or refinement of work will use the above stated new requirements. Supplemental agreements on federally funded projects that continue to utilize the OPM General Letter 97-1 maximums require the approval of the Federal Highway Administration before processing. Existing on-call assignments may be completed using the maximums in OPM's General Letter 97-1, as well as, new on-call assignments (projects) that have no federal funding. New on-call assignments (projects) that have federal funding must use the above stated new requirements. Extra work claims for existing agreements shall continue to adhere to those maximums established in OPM's General Letter 97-1. Computer Aided Design and Drafting (CADD) will be reimbursed through the overhead rate only.

This policy also applies to those entities (i.e., towns, utilities, etc.) that receive federal funding for any phase of a project.

(This Policy Statement supersedes Policy Statement No. F&A-30 dated December 17, 1996)

Stephen E. Korta, II
Commissioner

Schedule 2

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

November 21, 1996

GENERAL LETTER NO. 97-1

TO: All State Agencies

FROM: Michael W. Kozlowski, Secretary
Office of Policy & Management

SUBJECT: **Contract Fees for Architects, Engineers and Consultants on State Projects**

All Contracts for architects, engineers and consultants on capital projects or studies related thereto, shall be awarded on the following basis:

1. Principals -Maximum of $35/hour

   A. Corporations Principal is defined as follows:

      a. A corporate officer administratively responsible to the Corporation for the contract. The principal classification (whether corporate or other) is intended to include the principal's effort on the contract relating only to managing, directing and/or administering of the contract. In no event will the number of Principal hours established be in excess of 5% of the total contract salary hours established during negotiations.

      b. A principal may also work on the contract in the "employee" classification, for example; as a Project Manager, Draftsman, Senior Engineer, etc. While performing those services for which qualified, the principal's rate of pay shall be within the salary range for the specific classification.

2. Assistants - Actual payroll at straight time rates. Overtime at actual rates subject to prior approval.

3. Overhead and Profit - Actual but not to exceed 150% for a Home Office project; 125% for a Field Office project and 165% for an Environmental project

4. Travel - Maximum is established per the Stare Travel Regulations (Manager's Agreement.)

Each such contract must contain appropriate language to clearly acknowledge the parameters by this letter.

Schedule 3

AGREEMENTS WITH GOALS
SPECIAL PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISES
AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS
FOR FEDERAL FUNDED PROJECTS

Revised — October 16, 2000

NOTE: Certain of the requirements and procedures stated in this special provision are applicable prior to the execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

A. "CDOT" means the Connecticut Department of Transportation.

B. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").

C. "Broker" means a party acting as an agent for others in negotiating contracts, agreements, purchases, sales, etc., in return for a fee or commission.

D. "Contract," "agreement" or "subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision a lease for equipment or products is also considered to be a Contract.

E. "Contractor," means a consultant, second party or any other entity doing business with CDOT or, as the context may require, with another Contractor.

F. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:

1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and

2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

G. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.

H. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR") Part 26 — "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.

I. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT- assisted Contracts, a small business concem as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).

J. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—

1. Any individual who CDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.

2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

vi. Women;

vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

II. GENERAL REQUIREMENTS

A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the DOT deems appropriate.

B. The Contractor shall cooperate with CDOT and DOT in implementing the requirements concerning DBE utilization on this Contract in accordance with Title 49 of the Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" ("49 CFR Part 26"), as revised. The Contractor shall also cooperate with CDOT and DOT in reviewing the Contractor's activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.

C. The Contractor shall designate a liaison officer who will administer the Contractor's DBE program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to CDOT's Division of Contract Compliance.

D. For the purpose of this Special Provision, DBEs to be used to satisfy the DBE goal must be certified by CDOT's Division of Contract Compliance for the type(s) of work they will perform.

E. If the Contractor allows work designated for DBE participation required under the terms of this Contract and required under III-B to be performed by other than the named DBE organization without concurrence from CDOT's unit administering the Contract, CDOT will not pay the Contractor for the value of the work performed by organizations other than the designated DBE.

F. At the completion of all Contract work, the Contractor shall submit a final report to CDOT's unit administering the Contract indicating the work done by, and the dollars paid to DBEs. If the Contractor does not achieve the specified Contract goals for DBE participation, the Contractor shall also submit written documentation to the CDOT unit administering the Contract detailing its good faith efforts to satisfy the goal that were made during the performance of the Contract. Documentation is to include but not be limited to the following:

1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by DBEs in order to increase the likelihood of achieving the stated goal.

2. A detailed statement, including documentation of the efforts made to contact and solicit bids/proposals with CDOT certified DBEs, including the names, addresses, dates and telephone numbers of each DBE contacted, and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.

3. Provide a detailed statement for each DBE that submitted a subcontract proposal, which the Contractor considered not to be acceptable stating the reasons for this conclusion.

4. Provide documents to support contacts made with CDOT requesting assistance in satisfying the Contract specified goal.

5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.

G. Failure of the Contractor at the completion of all Contract work to have at least the specified percentage of this Contract performed by DBEs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by DBEs. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified percentage to the satisfaction of CDOT, no reduction in payments will be imposed.

H. All records must be retained for a period of three (3) years following acceptance by CDOT of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of CDOT and Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.

I. Nothing contained herein, is intended to relieve any Contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of DBEs, CDOT requires the following:

A. The Contractor shall assure that certified DBEs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of DBEs regardless if a Contract goal is specified or not.

B. Contract goal for DBE participation equaling five percent (5%) of the total Contract value has been established for this Contract. Compliance with this provision may be fulfilled when a DBE or any combination of DBEs perform work under Contract in accordance with 49 CFR Part 26, Subpart C, Section 26.55, as revised. Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the prime Contractor or its affiliate can not be counted toward the goal.

If the Contractor does not document commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, or document a plan which indicates how the Contractor intends to meet the goal in the future phase(s) of the work, the Contractor must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

C. Prior to execution of the Contract the Contractor shall indicate, in writing on the forms provided by CDOT to the Director of Contract Administration or CDOT's unit administering the Contract, the DBE(s) it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each DBE that will participate in this Contract, a description of the work each will perform and the dollar amount of participation. This information shall be signed by the named DBE and the Contractor. The named DBE shall be from a list of certified DBEs available from CDOT. **In addition, the named DBE(s) shall be certified to perform the type of work they will be contracted to do.**

D. The prime Contractor shall provide a fully executed copy of each agreement with each DBE named to achieve the goal indicated in III-B to CDOT's unit administering the Contract.

E. The Contractor is required, should there be a change in a DBE they submitted in III-C, to submit documentation to CDOT's unit administering the Contract which will substantiate and justify the change, (i.e., documentation to provide a basis for the change for review and approval by CDOT's unit administering the Contract) prior to the implementation of the change. The Contractor must demonstrate that the originally named DBE is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its Contract, or is overextended on other jobs. **The Contractor's ability to negotiate a more advantageous agreement with another subcontractor is not a valid basis for change.** Documentation shall include a letter of release from the originally named DBE indicating the reason(s) for the release.

F. Contractors subcontracting with DBEs to perform work or services as required by this Special Provision shall not terminate such firms without advising CDOT's unit administering the Contract in writing, and providing adequate documentation to substantiate the reasons for termination if the DBE has not started or completed the work or the services for which it has been contracted to perform.

G. When a DBE is unable or unwilling to perform or is terminated for just cause the Contractor shall make good faith efforts to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the goal required by III-B.

H. In instances where an alternate DBE is proposed, a revised submission to CDOT's unit administering the Contract together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.

I. Each quarter after execution of the Contract, the Contractor shall submit a report to CDOT's unit administering the Contract indicating the work done by, and the dollars paid to the DBE for the current quarter and to date.

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

A. If the Contractor elects to utilize a DBE supplier or manufacturer to satisfy a portion or all of the specified DBE goal, the Contractor must provide the CDOT with:

1. An executed "Connecticut Department of Transportation DBE Supplier/Manufacturer Affidavit" (sample attached), and

2. Substantiation of payments made to the supplier or manufacturer for materials used on the project.

B. Credit for DBE suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular DBE dealer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.

C. Credit for DBE manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Department of Transportation or Contractor.

V. NON-MANUFACTURING OR NON-SUPPLIER DBE CREDIT:

A. Contractors may count towards their DBE goals the following expenditures with DBEs that are not manufacturers or suppliers:

1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment materials or supplies necessary for the performance of the Contract provided that the fee or commission is determined by the CDOT to be reasonable and consistent with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a DBE but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the CDOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by the CDOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

VI. BROKERING

A. Brokering of work by DBEs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.

B. DBEs involved in the brokering of subcontract work that they were approved to perform may be decertified.

C. Firms involved in the brokering of work, whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

A. If the Contractor does not document commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B before execution of the Contract, or document a plan which indicates how the Contractor intends to meet the goal in future phase(s) of the work, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. Execution of the Contract will proceed if the Contractor's good faith efforts are deemed satisfactory and approved by CDOT. To obtain such an exception, the Contractor must submit an application to CDOT's Director of Contract Administration or CDOT's unit administering the Contract, which documents the specific good faith efforts that were made to meet the DBE goal. Application forms for Review of Pre-Award Good Faith Efforts are available from CDOT's Division of Contract Administration.

The application must include the following documentation:

1. a statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for subcontracting;

2. a statement setting forth all parts of the Contract that are likely to be sublet;

3. a statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;

4. copies of all letters sent to DBEs;

5. a statement listing the dates and DBEs that were contacted by telephone and the result of each contact;

6. a statement listing the dates and DBEs that were contacted by means other than telephone and the result of each contact;

7. copies of letters received from DBEs in which they declined to bid or submit proposals;

8. a statement setting forth the facts with respect to each DBE bid/proposal received and the reason(s) any such bid/proposal was declined;

9. a statement setting forth the dates that calls were made to CDOT's Division of Contract Compliance seeking DBE referrals and the result of each such call; and

10. any information of a similar nature relevant to the application.

B. All applications shall be submitted to the Director of Contract Administration or CDOT's unit administering the Contract. Upon receipt of the submission of an application for review of pre-award good faith efforts, CDOT's Director of Contract Administration or CDOT's unit administering the Contract shall submit the documentation to the Division of Contract Compliance who will review the documents and determine if the package is complete and accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation, the Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.

C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to: Director of Contract Administration or CDOT's unit administering the Contract, P.O. Box 317546, Newington, CT 06131-7546. The Director of Contract Administration or CDOT's unit administering the Contract will forward the Contractor's reconsideration request to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractors request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the contractor via certified mail a written decision on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's decision is final. **If the reconsideration is denied, the Contractor shall indicate in writing to the Director of Contract Administration or CDOT's unit administering the Contract within fourteen (14) days of receipt of written notification of denial, the DBEs it will use to achieve the goal indicated in III-B.**

D. Approval of pre-execution good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the DBE goal should contracting opportunities arise during actual performance of the Contract work.

APPENDIX A TO 49 CFR PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

I. When, as a recipient, you establish a Contract goal on a DOT-assisted Contract, a Bidder/Contractor must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The Bidder/Contractor can meet this requirement in either of two ways. First, the Bidder/Contractor can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the Bidder/Contractor can document adequate good faith efforts. This means that the Bidder/Contractor must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a Contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a Bidder/Contractor that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder/Contractor has made. The efforts employed by the Bidder/Contractor should be those that one could reasonably expect a Bidder/Contractor to take if the Bidder/Contractor were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE Contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE Contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

III. The Department also strongly cautions you against requiring that a Bidder/Contractor meet a Contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a Contract, even though the Bidder/Contractor makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the Bidder/Contractor's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the Contract. The Bidder/Contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder/Contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested DBEs. It is the Bidder/Contractor's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A Bidder/Contractor using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as Contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder/Contractor's failure to meet the Contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a Contract with its own organization does not relieve the Bidder/Contractor of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids/proposals in the Contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a Bidder/Contractor has made good faith efforts, you may take into account the performance of other Bidder/Contractors in meeting the Contract. For example, when the apparent successful Bidder/Contractor fails to meet the Contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Bidder/Contractor could have met the goal. If the apparent successful Bidder/Contractor fails to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidder/Contractors, you may view this, in conjunction with other factors, as evidence of the apparent successful Bidder/Contractor having made good faith efforts.

CONNECTICUT DEPARTMENT OF TRANSPORTATION
DBE SUPPLIER/MANUFACTURER AFFIDAVIT

This affidavit must be completed by the State Contractor's DBE notarized and attached to the Contractor's request to utilize a DBE supplier or manufacturer as a credit towards its DBE Contract requirements; failure to do so will result in not receiving credit towards the Contract DBE requirement.

State Project No. _____

Federal Aid Project No. _____

Description of Project _____

I, _____, acting in behalf of _____
(Name of person signing Affidavit) (DBE person, firm, association or organization)

of which I am the _____, certify and affirm that _____
(Title of Person) (DBE person, firm, association or organization)

is a certified Connecticut Department of Transportation DBE. I further certify and affirm that I have read and understand 49 CFR, Sec. 26.55(e)(2), as the same may be revised.

I further certify and affirm that _____ will assume the actual and
(DBE person, firm, association or organization)

contractual responsibility for the provision of the materials and/or supplies sought by _____.
(State Contractor)

If a manufacturer, I produce goods from raw materials or substantially alter them before resale, or if a supplier, I perform a commercially useful function in the supply process.

I understand that false statements made herein are punishable by Law (Sec. 53a-157), CGS, as revised).

_____
(Name of Organization or Firm)

_____
(Signature & Title of Official making the Affidavit)

Subscribed and sworn to before me, this _____day of_____20_____

Notary Public (Commissioner of the Superior Court)

My Commission Expires

CERTIFICATE OF CORPORATION

I, _____ certify that I am the _____ (Official) of the Organization named in the foregoing instrument; that I have been duly authorized to affix the seal of the Organization to such papers as require the seal; that _____ who signed said instrument on behalf of the Organization, was then _____ of said Organization; that said instrument was duly signed for and in behalf of said Organization by authority of its governing body and is within the scope of its organizational powers.

(Signature of Person Certifying) (Date)

Schedule 4

CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

POLICY NO. F&A-10
June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site:www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

For questions, contact the Ethics Compliance Officer's Designee:

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546
Tel. (860) 594-3045

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Facs. (860) 566-3806
Web: www.ethics.state.ct.us

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. ***Gifts:*** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, *i.e.,* those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

   The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to $50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars ($10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars ($50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

   This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. ***Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:*** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at $100 or more between (*i.e.,* to and from) supervisors and

employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa)* in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the $100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at $100 or more, even though each of the individual contributions is less than $100.

4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.

5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.

6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

   DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

   Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall not constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

   Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. ***Outside Business Interests:*** Any DOT employee who holds, directly or indirectly, a financial interest

in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.

9. ***Contracts With the State***: DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at $100 or more unless the contract has been awarded through an open and public process.

10. ***Sanctioning Another Person's Ethics Violation***: No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.

11. ***Certain Persons Have an Obligation to Report Ethics Violations:*** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.

12. ***Post-State Employment Restrictions:*** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees ***after they leave State service. Upon leaving State service:***

    - ***Confidential Information***: DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.

    - ***Prohibited Representation***: DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

    DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

    - ***Employment With State Vendors:*** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at $50,000 or more must not accept employment

with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. ***Ethical Considerations Concerning Bidding and State Contracts:*** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

    - With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;

    - Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and

    - Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp

- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp

- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)

Ralph J. Carpenter
COMMISSIONER

Attachment
List 1 and List 3
(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

Schedule 5

TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

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 shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), 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, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations either by competitive 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 shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports**: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, 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 shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

   A. Withholding contract payments until the Contractor is in-compliance; and/or

   B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions**: The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Schedule 6

SUPPLEMENTARY PROGRAM INFORMATION

FEDERAL

FEDERAL PROGRAM/GRANT IDENTIFICATION NUMBER	CONNDOT PROJECT NO.	FEDERAL PROJECT NO.	PHASE (1) (PE, ROW, CONST, CE)	EXPENDITURES (BY PHASE) (2)

(1) PRELIMINARY ENGINEERING (PE), RIGHTS OF WAY (ROW), CONSTRUCTION (CONST), CONSTRUCTION ENGINEERING (CE)

(2) THE SUM OF THE PROJECT EXPENDITURES SHOULD AGREE, IN TOTAL, TO THE PROGRAM EXPENDITURES.

STATE

STATE PROGRAM/GRANT INDENTIFICATION NUMBER	CONNDOT PROJECT NO.	PHASE (1) (PE, ROW, CONST, CE)	EXPENDITURES (BY PHASE) (2)

(1) PRELIMINARY ENGINEERING (PE), RIGHTS OF WAY (ROW), CONSTRUCTION (CONST), CONSTRUCTION ENGINEERING (CE)

(2) THE SUM OF THE PROJECT EXPENDITURES SHOULD AGREE, IN TOTAL, TO THE PROGRAM EXPENDITURES.

Schedule 7

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier_____, *if known:* **Congressional District,** *if known:*	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** **Congressional District,** *if known :*
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable:* _____
8. Federal Action Number, *if known :*	**9. Award Amount,** *if known* **:** $
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*

(attach Continuation Sheet(s) SF-LLLA, if necessary)

11. Amount of Payment *(check all that apply):* $ _____ ☐ **actual** ☐ **planned**	**13. Type of Payment** *(check all that apply)*: ☐ **a. retainer** ☐ **b. one-time fee** ☐ **c. commission** ☐ **d. contingent fee** ☐ **e. deferred** ☐ **f. otber; specify:** _____
12. Form of Payment *(check all that apply)*: ☐ **a. cash** ☐ **b. in-kind; specify:** nature _____ value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) SF-LLLA, if necessary)

15. Continuation Sheet(s) SF-LLLA attached: ☐ **Yes** ☐ **No**

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item4) to the lobbying entity (item10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

AGREEMENT
BETWEEN

CITY OF BRIDGEPORT

AND

VANASSE HANGEN BRUSTLIN, INC.

FOR CONSULTING ENGINEERING SERVICES
FOR THE DESIGN OF
MAIN STREET TRAFFIC SIGNAL IMPROVEMENTS

STATE PROJECT NO. 015-360 FEDERAL PROJECT NO. 1015 (126)

NOTE: ANY ITEM STAMPED "DNA" OR "DOES NOT APPLY" IS HEREBY DELETED PRIOR TO THE EXECUTION OF THIS AGREEMENT WITH THE CONCURRENCE OF THE CONSULTING ENGINEER.

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TITLE VI CONTRACTOR ASSURANCES

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SEEC FORM 11

MAXIMUM FEES FOR ARCHITECTS, ENGINEERS AND CONSULTANTS

GENERAL LETTER NO. 97-1

AGREEMENT

THIS AGREEMENT has been concluded at Bridgeport, Connecticut by and between the CITY OF BRIDGEPORT, acting herein by William Finch, its Mayor, duly authorized, hereinafter referred to as the Municipality, and VANASSE HANGEN BRUSTLIN, INC. authorized to practice professional engineering in Connecticut under the provisions of Section 20-306a of the General Statutes of Connecticut, as revised, acting herein by Thomas Lucivero, P.E., its North East Regional Manager, hereunto duly authorized hereinafter referred to as the Consulting Engineer.

WITNESSETH, THAT,

WHEREAS, the Municipality has entered into an agreement dated _____ with the State of Connecticut, Department of Transportation, Bureau of Engineering and Highway Operations, herein after referred to as the State, under the State Project No. 015-360, to participate in the Surface Transportation Program (STP) – Urban authorized by the SAFETEA-LU and as Amended by the newest transportation bill, MAP-21.

WHEREAS, the Municipality has determined that because of Municipal manpower requirements, expertise, completion dates and other factors concerning the project, retention of engineering consultants for design services is warranted, and

WHEREAS, the Municipality desired to retain the Consultant to perform professional services for design of the Main Street Traffic Signal Improvements, and

WHEREAS, the Municipality has received notification of approval by the State of Connecticut to enter into an Agreement to retain professional services.

NOW, THEREFORE, KNOW YE THAT:

THE CONSULTING ENGINEER SHALL:

ARTICLE 1. STANDARD PRACTICES AND REQUIREMENTS

Ascertain the standard practices of the Municipality prior to beginning any of the work on this project. All work required under the terms of this Agreement shall be performed in accordance with these standard practices, and the latest editions and revisions of the following:

1. Connecticut Department of Transportation "Consultant Administration and Project Development Manual".

2. Connecticut Department of Transportation "Standard Specifications for Roads, Bridges, and Incidental Construction" (Form 816) and "Supplemental Specifications to the Standard Specifications for Roads, Bridges, and Incidental Construction" (Form 816).

3. Connecticut Department of Transportation "Highway Design Manual".

4. Connecticut Department of Transportation "Location Survey Manual".

5. Connecticut Department of Transportation "Specifications for Aerial Photography and Photogrammetric Mapping".

6. Connecticut Department of Transportation "Specifications for Checking Photogrammetric Mapping".

7. Connecticut Department of Transportation "Specifications for Monumenting and Mapping of State Highways".

8. Connecticut Department of Transportation "Policies and Procedures for Property Maps".

9. Connecticut Department of Transportation "Guide for the preparation of Section 13a-57 Plans".

10. Connecticut Department of Transportation "Bridge Design Manual", as revised.

11. Connecticut Department of Transportation "Drainage Manual".

12. Connecticut Department of Transportation "Water Resources Coordination and Permit Processing Manual".

13. Connecticut Department of Transportation "On-Site Mitigation for Construction Activities".

14. Connecticut Guidelines for Soil Erosion and Sediment Control.

15. "Connecticut Stormwater Quality Manual".

16. Connecticut Department of Transportation "Geotechnical Engineering Manual".

17. Connecticut Department of Transportation "Manual of Traffic Control Signal Design".

18. Connecticut Department of Transportation "A Policy on the Accommodation of Utilities within the Highway Right of Way".

19. Connecticut Department of Transportation "Public Service Facility Policy and Procedures for Highways in Connecticut".

20. Connecticut Department of Transportation "Standard Drawings".

21. Connecticut Department of Transportation "Bid Description Master File".

22. Connecticut Department of Transportation "Weighted Unit Prices".

23. Connecticut Department of Transportation "CADD/Graphics/GIS Standards Manual".

24. Connecticut Department of Transportation "Bridge Inspection Manual Version 2.1", as revised.

25. Connecticut Department of Transportation "Construction Manual" and Construction Advisories.

26. Connecticut Department of Transportation "A Guide for Public Outreach".

27. Connecticut Department of Transportation "Policy Statement Manual".

28. Directives in the form of "Consulting Engineers General Memoranda" issued by the State prior to the consummation of this Agreement or such other directives and revisions as may be issued by the State during the term of this Agreement.

29. Connecticut Guidelines for Soil Erosion and Sediment Control.

30. U.S. Department of Transportation, Federal Highway Administration, Federal-Aid Policy Guide, December 9, 1991, and all subsequent revisions thereto.

31. U.S. Department of Transportation, Federal Highway Administration, Bridge Inspector's Manual 1990, as revised.

32. U.S. Department of Transportation, Federal Highway Administration, Bridge Inspector's Manual for Movable Bridges, as revised.

33. All Publications of the American Association of State Highway and Transportation Officials (AASHTO).

34. Transportation Research Board "Highway Capacity Manual (Special Report 209)".

35. Transportation Research Board "Other Guides, Reports, etc., related to Highway Design Construction".

36. Rules and Regulations concerning clearance on Railroads - Connecticut Public Utility Control Authority.

37. "Manual on Uniform Traffic Control Devices".

38. "American Standard Practice for Roadway Lighting" - Illuminating Engineering Society, American National Standards Institute.

39. The National Electrical Manufacturer's Association Requirements.

40. Rules and Regulations of the National Fire Protection Association.

41. Manual for Railway Engineering, Volumes 1, 2, 3, and 4, as revised, American Railway Engineering and Maintenance of Way Association.

42. Steel Construction Manual - American Institute of Steel Construction.

43. Standards for Specifying Construction of Airports-US Department of Transportation, Federal Aviation Administration.

44. The Connecticut State Fire Safety Code, current edition including current supplements, as adopted pursuant to CGS 29-292.

45. The Connecticut State Building Code, current edition including current supplements, as adopted pursuant to CGS 29-252.

46. Concrete Pipe Design Manual-American Concrete Piper Association Publications of Soil Conservation Service.

47. U.S. Geological Survey-Water Supply Publications Hydraulic Engineering Center Publication (USACOE).

48. Building Code Requirements for Reinforced Concrete (ACI318)-American Concrete Institute.

49. Manual for Construction and Maintenance of Track (M.W. 4).

50. National Electrical Safety Code, 1996 edition or (latest revised edition).

51. Rules, Standards and Installations Governing the Installation, Inspection, Maintenance and Repair of Signal Train Control Devices and Appliances issued by the United States Department of Transportation, Federal Railroad Administration, effective 2/27/84 or (latest edition).

52. Instruction for Making Test of Signal Apparatus, Metro North Commuter Railroad C&S2 and Conrail C&S27.

53. Instructions Governing Construction, Maintenance, changes and testing of Signal and Interlocking Systems - Metro-North Commuter Railroad C&S1, C&S1A and C&S2.

54. Special Instructions covering Construction and Maintenance of Signals and Interlocking Conrail C&S23.

55. Federal Railroad Administration Rules, Standards and Instructions for Railroad Signal Systems - Hours of Service.

56. Railway Electrification Guidelines. Canadian Electrical Code Part III (latest edition).

57. All Publications of the American Welding Society (AWS).

58. All Publications of the American Society of Testing and Materials (ASTM).

59. Association of American Railroads, Standard and Practices - Communication and Signal manuals (latest edition).

60. All publications of the American Railway Engineering and Maintenance-of-Way Association (AREMA) (latest edition).

61. Instructive coordination of electric supply and railroad communication/signal systems - principals and practices AAREEI Report.

62. Information and requirements for electric supply below 600 volts, Northeast Utilities, 1993 edition or (latest revised edition).

63. Supplement to Information and Requirements for Electric Supply Approved Metering Equipment 1993 edition or (latest revised edition).

64. U.S. Department of Transportation, Track Safety Standards, Federal Railroad Administration Office of Safety, November 1, 1992 or (latest edition).

65. Department of Transportation P5800.5, 1990 Emergency Response Guidebook.

66. Guidelines and Perimeters of "Item the International Guide to EMC".

67. Federal Register - Volume 56 No. 173/Friday, September 6, 1991, Appendix A to part 37 - "Standards for Accessible Transportation Facilities", ADA Accessibility Guidelines for Buildings and Facilities" or (latest revised edition).

68. Metro-North Commuter Railroad - SF1 "Instructions for the inspection of Bridges and Culverts, December 1988.

69. Bridge Welding Code, American Welding Society (D1.5).

70. In case of conflict between the State and Federal Standards and guidelines listed above, The FHWA standards and guidelines will prevail as the minimum.

ARTICLE 2. PRELIMINARY ENGINEERING STUDY, PRELIMINARY DESIGN, SEMI FINAL DESIGN, FINAL DESIGN, AND ENGINEERING SERVCIES DURING CONSTRUCTION

Perform such services, hereinafter described within the before mentioned limits, as are required to perform the preliminary engineering-study, preliminary design, semi final design, final design, and engineering services during construction more specifically described in Schedule A.

~~The Consulting Engineer shall provide expertise in the environmental sciences, such as, but not limited to, social, economic, and ecological fields in the design of the project.~~ (DNA)

If applicable, the Consulting Engineer shall employ or have on his staff an engineer of recognized standing in hydraulics acceptable to the State.

ARTICLE 3. ~~SUBSURFACE SOIL AND ROCK INVESTIGATIONS~~ (DNA)

~~Arrange for, supervise, inspect, and/or perform test borings, other subsurface investigations and laboratory tests, all as noted in the latest edition and revisions of the "Connecticut Department of Transportation, Consultant Administration and Project Development Manual, September 2008".~~

~~If applicable the Consulting Engineer shall employ or have on his staff an engineer of recognized standing in soils or foundation engineering acceptable to the State~~.

ARTICLE 4. COST ESTIMATES AND SUBMISSIONS

Prepare estimates in accordance with instructions in Connecticut Department of Transportation Connecticut Department of Transportation, Consultant Administration and Project Development Manual, September 2008", unless directed otherwise. The unit prices for all pay items shall be evolved from cost studies of job conditions relating to the individual pay items.

Submissions will be made in accordance with Chapter 300 "Design Development".

Such cost estimates are confidential and accordingly the Consulting Engineer agrees to take all reasonable steps to insure that no such cost data will be allowed to be disclosed to any third party, and that any such disclosure will be deemed a breach of the Agreement and subject the Consulting Engineer to all legal damages arising from said breach.

ARTICLE 5. REVIEW OF SHOP PLANS AND CONSTRUCTION DRAWINGS, DESIGN SERVICES DURING CONSTRUCTION

1. Review, check, and approve when satisfactory, all shop and construction drawings necessary for fabrication, construction, operation, and maintenance of the design prepared by the Consulting Engineer, including those features of construction for which alternate or approved equals are allowed or specified, and whose details do not differ substantially from those shown on the plans or from those specified. This shall include, but not be limited to, all structural details, reinforcing bar lists, architectural details, erection and forming details, and sequence of construction. Payment shall be made in accordance with Article 34.

2. Review, when requested by the Municipality, plans and construction drawings ~~such as falsework, cofferdam construction, sheet piling, and erection procedure~~ submitted by the construction contractor, whether or not required by the latest edition of the "Standard Specifications for Roads, Bridges, and Incidental Construction". Payment shall be made in accordance with Article 34.

3. Perform, when requested by the Municipality and as Extra Work Items, other design services required during construction which are not due to errors or omissions by the Consulting Engineer.

ARTICLE 6. CONSULTATION DURING CONSTRUCTION

1. Make his services available during the construction phase for consultation, advice, and visits to the site of the work and elsewhere as may be directed by the Municipality.

2. Payment for construction and post-construction consultation services, which are not due to errors or omissions by the Consulting Engineer, shall be made in accordance with Article 35.

ARTICLE 7. WORK PERIOD

1. Submit all work stipulated in Schedule A, Task 1 of this Agreement within 90 calendar days, commencing from the date stipulated by the Municipality in a formal notice to proceed. A calendar day shall be every day in the week, Saturdays, Sundays, and holidays included.

2. Submit all work stipulated in Schedule A, Task 2 of this Agreement within 120 calendar days, commencing from the date stipulated by the Municipality in a formal notice to proceed.

3. Submit all work stipulated in Schedule A, Task 3 of this Agreement within 90 calendar days, commencing from the date stipulated by the Municipality in a formal notice to proceed. This time will be concurrent with the time specified in 7.1 above.

4. Submit all work stipulated in Schedule A, Task 4 of this Agreement within 60 calendar days commencing from the date stipulated by the Municipality in a formal notice to proceed.

5. Submit all work stipulated in Schedule A, Task 5 of this Agreement within construction timeframe to be prepared by the Municipality and Contractor from the date stipulated by the Municipality in a formal notice to proceed.

The Municipality may extend the allotted time beyond the period specified above when the work has been delayed for reasons beyond the control of the Consulting Engineer. The Consulting Engineer may present to the Municipality, in writing, request for extension of allotted time for completion of the work. The Municipality will evaluate such requests and if the Municipality determines such requests are based on valid grounds, shall grant such extension of time for completion of the work as the Municipality deems warranted. All requests for extension of time must be made prior to the time that the Consulting Engineer is in default. Decisions made by the Municipality relative to the granting of extension of time shall be final and binding.

The Consulting Engineer further agrees that no charges or claim for damages or additional compensation shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Municipality may determine, it being understood, however, that the permitting of the Consulting Engineer to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Municipality of any of its rights herein.

The Municipality will not consider any proposal by the Consulting Engineer for renegotiation of the lump sum fee for work specified in Schedule A, Tasks 1, 2, 3, 4, and 5 unless 540 calendar days have elapsed since the initial formal notice to proceed. A proposal may be considered by the Municipality, however, if such proposal is requested by the Municipality.

ARTICLE 8. EXTRA WORK

Make any revisions, additions, deletions, modifications, corrections, substitutions, or changes to the plans or changes in the layout as may be ordered by the Municipality or any of its duly authorized representatives at any time during the life of this Agreement. No additional payment will be made for such revisions, additions, deletions, modifications, corrections, substitutions, or changes to the plans or layout, unless such changes constitute Extra Work.

Extra Work is defined as follows:

(a) Such additional work as ordered by the Municipality beyond the scope of this Agreement to the extent that such work will not be reflected in the lump sum fee payment specified in this Agreement.

(b) Such work as shall supersede or revise completed work that has been accepted in writing by the Municipality. Changes such as those to effect refinements in the designs and such as those made necessary by errors, omissions, oversight or neglect on the part of the Consulting Engineer, will not be considered Extra Work.

In the event that changes in the Consulting Engineer's proposed design are suggested which, in the opinion of the Consulting Engineer, would result in Extra Work, he shall immediately submit complete documentation of the claim and upon the Municipality's concurrence shall submit an estimate of the cost for the Extra Work and refrain from working in the area while the Municipality reviews the claim, or proceed otherwise if specifically directed by the Municipality. If approval is denied, the Consulting Engineer shall continue to process the work without delay and payment will be made according to the terms of this Agreement. No work, other than that for which a claim is being reviewed, shall be delayed pending a decision of the Municipality.

Unless the Consulting Engineer identifies and the Municipality acknowledges Extra Work prior to its performance, the Municipality will not be obligated to consider it as Extra Work after the fact.

Classification of any work as Extra Work, and also the method of evaluation of the amount of fee to be paid for such Extra Work, shall be the function of the Municipality, and the Municipality's decision shall be final and binding. Where the extent and cost of work to be performed can be determined in advance with reasonable accuracy, a mutually agreed upon lump sum fee may be the basis for payment. If the Municipality finds that the extent and cost of work to be performed cannot be determined in advance with reasonable accuracy, the payment for Extra Work shall be determined on the basis of the cost to the Consulting Engineer for performing such Extra Work, according to the provision of Schedule D.

Extra Work costs shall be segregated by the Consulting Engineer to facilitate audit at a later date by the State or the Federal Highway Administration.

Extra Work that results in an accumulative fee exceeding the amount specified in Schedule D shall be performed and paid for under a supplemental agreement specifically drawn for this work.

ARTICLE 9. PROGRESS REPORTS

Submit to the Municipality, prior to the first billing for work performed, a progress report showing the percentage of each phase of the required services, based on the negotiated monetary value for each phase. The percentages agreed upon by the Municipality and the Consulting Engineer shall be used in the progress report submitted every calendar month and shall be binding upon the Consulting Engineer, unless adjusted at the discretion of the Municipality. Said progress reports shall be subject to examination and approval of the Municipality and shall be on forms furnished by the Municipality.

ARTICLE 10. INVOICES

Submit to the Municipality invoices for payment on forms furnished by the Municipality in accordance with the then current format, subject to the terms of Articles 31, 32, 33, 34 and 35.

ARTICLE 11. MAINTENANCE AND AUDIT OF RECORDS

The Consulting Engineer agrees to incorporate the entire Maintenance and Audit of Records article of this Agreement, in all subconsultant agreements.

(a) Project Accounts

The Consulting Engineer shall maintain an accounting system that is adequate to segregate and accumulate reasonable, allocable costs and maintain accounts and records in accordance with generally accepted accounting principles consistently applied.

(b) Allowable Costs

The authority for determining allowable costs under the Agreement shall be "Title 48, Chapter 1, Federal Acquisition Regulations, Parts 31.0, 31.1 and 31.2," which is incorporated herein by reference.

(c) Audit and Inspection of Records

The Consulting Engineer shall permit the authorized representatives of the State, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the Consulting Engineer relating to his performance under the Agreement until the expiration of three (3) years after final payment under this Agreement.

The Consulting Engineer agrees to forward to the Office of External Audits of the Connecticut Department of Transportation, upon request, a detailed job cost report of all project costs incurred under this Agreement.

The Consulting Engineer further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the State, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontractor. The term "subcontract" as used in this clause excludes work not exceeding $25,000.00.

The periods of access and examination described above, for records which relate to (1) appeals for disputes, (2) litigation of the settlement of claims arising out of the performance of this Agreement, or (3) costs and expenses of this Agreement as to which exception has been taken by the State, the Comptroller General, or any of their duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

In accordance with Title 23 CFR, Chapter 1, Part 172.7(d), the Connecticut Department of Transportation as recipient or sub recipient of federal-aid highway funds, may share the audit information in complying with the Municipality's or sub recipient's acceptance of a Consulting Engineer's overhead rates provided that the Consulting Engineer is given notice of each use and transfer.

(d) Record Retention

The Consulting Engineer agrees that it shall preserve all of its records and accounts concerning the implementation of this Agreement including, but not limited to, any records, books, or other documents relative to charges, including charges for Extra Work, alleged breaches of agreement, settlement of claims, soils and foundation services, or any other matter involving the Consulting Engineer's or Subcontractor's demand for compensation by the Municipality for a period of not less than three (3) years from the date of the final payment under this Agreement. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

(e) Annual Audit of In-House Unit Cost Rates

The Consulting Engineer agrees to have a CPA perform an audit of any in-house unit cost rate(s) billed by the Consulting Engineer. The audit shall be performed in accordance with Government Auditing Standards promulgated

by the Comptroller General of the United States. The schedule(s) which detail the computation of the audited unit cost rate(s) must present the individual expenses applicable and the actual usage which is the basis for the unit cost rate(s). The audit shall include the CPA's opinion as to whether the statement is fairly presented in accordance with "Title 48, Chapter 1, Federal Acquisition Regulations, Parts 31.0, 31.1 and 31.2". This audit may be submitted with the audit of indirect costs. Failure to submit this audit will result in any costs billed by the Consulting Engineer for in-house charges to be considered ineligible for reimbursement.

The Consulting Engineer agrees to forward the above audit to the Office of External Audits of the Connecticut Department of Transportation within ninety (90) days following the close of each fiscal year for which the agreement covers.

The Consulting Engineer agrees to forward to the Office of External Audits of the Connecticut Department of Transportation within thirty (30) days of issuance, copies of audits of the in-house unit cost rates issued by other State or Federal Agencies that are performed in accordance with Government Auditing Standards using the criteria for determining acceptable costs contained in "Title 48, Chapter 1, Federal Acquisition Regulations, Parts 31.0, 31.1 and 31.2".

While it is the intent of the Municipality to rely on the work of the other States, Federal Agencies or independent Certified Public Accountant, the Municipality reserves the right to audit or review any records of the Consulting Engineer, review the working papers of the independent Certified Public Accountant and contact or obtain information from any other State or Federal Agency when in its judgment, the best interests of the Municipality so require.

ARTICLE 12. VISITS TO THE SITE

Make sufficiently frequent visits to the site during all stages of the design to detect changed field conditions, and if required, perform or arrange for additional surveys needed to modify and correct the plans, and adjust the designs as required to insure that the plan and design details are those best suited to the latest existing field conditions.

ARTICLE 13. CONFERENCES AND FIELD REVIEWS

Attend conferences at locations designated by the Municipality for consultation and review of data upon request of any party having direct concern with the project. Field reviews will be held as specified in Connecticut Department of Transportation "Connecticut Department of Transportation, Consultant Administration and Project Development Manual, September 2008". Additional field reviews will be held, if necessary.

ARTICLE 14. ENTRY UPON PRIVATE PROPERTY

Obtain permission to enter upon private property as an agent of the Municipality, from all owners or occupants of property involved in the survey and/or geological investigations for the location, relocation, construction, or reconstruction of any proposed or existing highway when such entry by the Consulting Engineer is required in order to complete this Agreement. The method of obtaining said permission or the procedure to follow if permission of the owner is denied shall be in conformance with current State policy, and the Consulting Engineer shall use care so that no unnecessary damage shall result.

ARTICLE 15. ENTRY SUBJECT TO SECURITY

Assume responsibility for obtaining all necessary permits that may be required and obtain clearance for entry onto any properties subject to security regulations.

ARTICLE 16. REVIEW OF WORK

Permit the Municipality, State Department of Transportation and/or the Federal Highway Administration to review at any time, all work performed under the terms of this Agreement at any stage of the work.

ARTICLE 17. RESPONSIBILITY FOR ACCURACY OF WORK

Assume full responsibility for the accuracy of all products of his engineering work produced under this Agreement, including any supplements thereto, and shall indicate acceptance of said responsibility by affixing his signature and Connecticut Professional Engineer's Seal on the Title Sheet(s) of all plans, designs, and/or documents so produced. Each partner who will be performing engineering work under this Agreement shall be registered as a Professional Engineer in Connecticut, throughout the life of this Agreement including any supplements thereto, all in accordance with existing Statutes of the State of Connecticut and the regulations of the State Board of Registration for Professional Engineers and Land Surveyors.

With prior written approval of the State, the Consulting Engineer shall retain a Connecticut registered Land Surveyor either as a member of his organization or as an independent subcontractor to perform and accept complete responsibility for all survey operations required under this Agreement, including any supplements thereto, all such performance being in strict conformance to all specifications and requirements established herein. Said Connecticut registered Land Surveyor shall assume full responsibility for the accuracy of all products of his surveying work produced under this Agreement, including any supplements thereto and shall indicate acceptance of said responsibility by affixing his signature and Connecticut Land Surveyor's Seal to the Title Sheet(s) of all maps, plans, and/or other documents so produced.

ARTICLE 18. INFORMATION FROM OTHERS

Obtain information pertinent to the design of the project such as maps, plans and documents from other Consulting Engineers, municipalities, public utility companies, local authorities or others engaged in surveying, mapping, designing, including those working on traffic control and other facilities within or adjacent to this project.

ARTICLE 19. RELATIONSHIP WITH OTHERS

Cooperate fully with all representatives of all allied disciplines involved, including, but not necessarily limited to, other Consulting Engineers, State personnel, municipalities, officials, public utility companies and others engaged in surveying, mapping and designing, including those working on traffic control, and other facilities within or adjacent to this project; attend such meetings, discussions, hearings as may be requested from time to time by the Municipality to effectuate this cooperation; and comply with all directives given by the Municipality.

ARTICLE 20. INSURANCE

With respect to the operations performed by the Consulting Engineer under the terms of this Agreement and also those performed for the Consulting Engineer by its subcontractors, the Consulting Engineer will be required to carry for the duration of this Agreement, and any supplements thereto, with the State and Municipality being named as additional insured parties for paragraphs (A) and (B) below, the following minimum insurance coverage at no direct cost to the Municipality. In the event the Consulting Engineer secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (A) and/or (B) below, the Municipality and the State of Connecticut shall be named as additional insured.

A. COMMERCIAL GENERAL LIABILITY

The Consulting Engineer shall carry Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars ($1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars ($2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

B. AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars

($1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars ($2,000,000).

C. RAILROAD PROTECTIVE LIABILITY

When the Agreement requires work on, over or under the right of way of any railroad company, the Consulting Engineer shall provide, with respect to the operations that it or its subcontractors perform under the Agreement, Railroad Protective Liability Insurance for and on behalf of the railroad company as named insured, and the Municipality named as additional insured, providing for coverage limits of (1) not less than Two Million Dollars ($2,000,000) for all damages arising out of any one accident or occurrence, in connection with bodily injury or death and/or injury to or destruction of property; and (2) subject to that limit per accident, a total (or aggregate) limit of Six Million Dollars ($6,000,000) for all injuries to persons or property during the policy period. If such insurance is required, the Consulting Engineer shall obtain and submit the minimum coverage indicated above to the Municipality prior to the commencement of rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by the Municipality.

D. VALUABLE PAPERS AND RECORDS

The Consulting Engineer shall secure and maintain a Valuable Papers Insurance Policy at no direct cost to the Municipality, until the complete design has been accepted by the Municipality, and all original tracings, highway and bridge design computations, survey data, documents or data will have been returned to the Municipality. This will assure the Municipality that all records, papers, maps, statistics, survey notes, all tracings, highway and bridge design and other data or documents will be reestablished, recreated or restored if made unavailable by fire, theft, or any other cause. When survey data is furnished by the Municipality or State it shall retain in its possession duplications of all survey plans and field notes. The Consulting Engineer shall retain in its possession duplications of all products of its work under this Agreement, if and when it is necessary for the originals to be removed from its possession during the time that this policy is in force. This policy shall provide coverage in the amount of Seventy-five Thousand Dollars ($75,000) when the insured items are in its possession and in the amount of Twenty Thousand Dollars ($20,000) regardless of the physical location of the insured items.

E. WORKERS' COMPENSATION

With respect to all operations the Consulting Engineer performs and all those performed for the Consulting Engineer by subcontractors, the Consulting Engineer and subcontractor(s) shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.

F. PROFESSIONAL LIABILITY INSURANCE

Secure and maintain at no direct cost to the Municipality a Professional Liability Insurance policy for errors and omissions in the minimum amount $1,000,000. The Consulting Engineer shall obtain the appropriate and proper endorsement to its Professional Liability Policy to cover the Indemnification clause in this contract as the same relates to negligent acts, errors or omissions in the work performed by the Consulting Engineer. The Consulting Engineer may, at his election, obtain a policy containing a maximum $250,000 deductible clause, but if he should obtain a policy containing such a clause the Consulting Engineer shall be liable, as stated above herein, to the extent of the deductible amount. The Consulting Engineer shall continue this liability insurance coverage for a period of three (3) years from the date of acceptance of the completed design or work subject to the continued commercial availability of such insurance.

It is understood that the above insurance may not include standard liability coverage for pollution and/or environmental impairment. However, the Consulting Engineer agrees to acquire and maintain pollution and environmental impairment coverage as part of this Professional Liability Insurance, if such insurance is applicable to

the work performed by the Consulting Engineer under this agreement.

Failure of the Consulting Engineer to maintain insurance coverage in accordance with the terms of the agreement shall constitute a violation of the agreement and shall subject the Consulting Engineer to liquidated damages in the amount of ten percent (10%) of the total contract price, subject to the continued commercial availability of such insurance.

G. CERTIFICATE OF INSURANCE

The Consulting Engineer agrees to furnish to the Municipality the Standard Industry Acord Forms in conjunction with Items A, B, C, D, E, and F, fully executed by an insurance company or companies satisfactory to the Municipality, for the insurance policy or polices required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

The Consulting Engineer shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the Municipality. In providing said policies, the Consulting Engineer may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this agreement/contract.

ARTICLE 21. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consulting Engineer shall indemnify and save harmless the Municipality its officers, agents, and employees from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance, negligent acts, errors or omissions in the work performed by the Consulting Engineer and/or any of its subcontractors under this Agreement, including any supplements thereto, or resulting from the nonperformance of the Consulting Engineer and/or any of its subcontractors of any of the covenants and specifications of this Agreement, including any supplements thereto, and such indemnity shall not be limited by reason of any insurance coverage.

The Consulting Engineer shall indemnify the Municipality and its officers, agents and employees acting for the Municipality against any liability, including cost and expenses, incurred as the result of the violation of trade secrets, copyright, or right of privacy or publicity, arising out of the creation, delivery, publication or use of any data furnished under this Agreement; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Municipality provides notice to the Consulting Engineer as soon as practicable of any claim or suit, affords the Consulting Engineer an opportunity under applicable laws, rules or regulations to participate in the defense thereof, and obtains the Consulting Engineer's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Consulting Engineer by the Municipality and incorporated in data to which this clause applies.

It is further understood and agreed by the parties hereto, that the Consulting Engineer shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the Municipality and the Consulting Engineer, unless requested to do so by the Municipality. If this Agreement is between the State and a Municipality, the Municipality agrees that in the event of an adjustment of claims or in the defense of any suit between the State and the Municipality, the Municipality shall not use the defense of Governmental Immunity.

ARTICLE 22. CONDITIONS FOR SUBCONTRACT OF WORK

Not subcontract any portion of the work required for the completion of this Agreement without the written approval of the Municipality. The form of the Subcontractor's Agreement shall be as developed by the Consulting Engineer and approved by the Municipality. The Consulting Engineer shall furnish to the Municipality certification of Public Liability and Property Damage Insurance Coverage, including the use of motor vehicles, for the operations to be performed by subcontract. Any work subcontracted by the Consulting Engineer will be paid for by the Municipality at the actual cost to the Consulting Engineer with no additions.

ARTICLE 23. COVENANT AGAINST CONTINGENT FEES

Warrant that he has not employed or retained any company or person other than a bona fide employee working solely for the Consulting Engineer, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consulting Engineer, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of the above stipulation the Municipality shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the agreed price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 24. ASSIGNMENT OR TRANSFER OF AGREEMENT

Warrant that he shall not sublet, subcontract, sell, transfer, assign, or otherwise dispose of the Agreement or any portion thereof, or of the work provided for therein, or of his right, title, or interest therein, to any person, firm, partnership, or corporation without the written consent of the Municipality. For breach or violation of the above stipulation the Municipality shall have the right to annul this Agreement without liability.

THE MUNICIPALITY SHALL

ARTICLE 25. PUBLICATIONS AND DATA FURNISHED BY THE MUNICIPALITY

Furnish all publications, prepared by the Municipality or State, noted in Article 1.

ARTICLE 26. CONFERENCES AND FIELD INSPECTIONS

Arrange and hold conferences as may be necessary, including visits to the site and inspection of the work at any time, at the request of any party or parties concerned. Conferences may be held at the office of the Municipality or at such other locations as may be required.

ARTICLE 27. TITLE SEARCH AND PROPERTY MAPS

Furnish title search information and, if required, prepare all property acquisition maps.

ARTICLE 28. ADVERTISING AND AWARDING CONSTRUCTION CONTRACTS

Advertise, receive bids for and award construction contracts for any or all work designed under the terms of this Agreement.

ARTICLE 29. SHOP AND CONSTRUCTION DRAWINGS

Furnish all shop, construction, and working drawings as prepared by the construction contractor that are necessary for the fabrication and construction of the complete design prepared by the Consulting Engineer. However, the Consulting Engineer shall review these details in accordance with Article 5.

ARTICLE 30. DETERMINATION OF EXTRA WORK

Consider as Extra Work that work which the Consulting Engineer is directed to perform beyond the scope and character of this Agreement if the requirements of Article 8 are met. Upon presentation by the Consulting Engineer of a request for payment for such work, the request shall be evaluated by the Municipality and, if found valid, the Municipality shall authorize payment therefore. In the event the Consulting Engineer requests payment for Extra Work which the Municipality determines is without basis or foundation, the Municipality may reject such request. The decision of the Municipality on the request for payment of Extra Work shall be final and binding. The overall project shall not be delayed pending the decision of the Municipality on such matters.

ARTICLE 31. PROGRESS PAYMENTS

Pay the Consulting Engineer for work performed in accordance with the terms specified herein. The Consulting Engineer may request progress payments for work performed. These requests for payment may be submitted monthly and shall be made on invoice forms supplied by the Municipality. Progress payments will be made by the Municipality on the following basis:

Progress payments for the work specified in Schedule A, Tasks 1, 2, 3, 4, and 5 will be equal to ninety-seven and one half percent (97½%) of the lump sum fee specified in Schedule B, based on the percentage of completion of work specified in Schedule A, Tasks 1, 2, 3, 4, and 5.

No request for payment for work required under Schedule A, Task 5 shall be certified for payment until the work required under Schedule A, Tasks 1, 2, 3, and 4 has been completed and accepted by the Municipality, unless otherwise directed by the Municipality.

The Consulting Engineer may request the substitution of securities for retainage in accordance with Connecticut General Statutes Section 3-112a.

ARTICLE 32. FINAL PAYMENT

1. Pay the Consulting Engineer if the Municipality does not award a construction contract for the work covered by this Agreement as specified in Schedule A, Tasks 1, 2, 3, and 4 within two (2) years following the acceptance of the completed design as follows:

Pay the Consulting Engineer at the expiration of two (2) years following the receipt of the completed design an amount equal to one hundred percent (100%) of the payment specified in Schedule B for the work performed in accordance with Schedule A, Tasks 1, 2, 3, and 4. From the payment thus computed shall be deducted all previous progress payments made to the Consulting Engineer for the work performed as specified in Schedule A. In this case there shall be no payment for the services to be furnished under the requirements of Articles 5 and 6, since work stipulated in these last named Articles will not be required.

2. Pay the Consulting Engineer if the Municipality awards a construction contract or contracts for the work covered by the design specified in Schedule A, Tasks 1, 2, 3, and 4 prior to the expiration of two (2) years following the receipt of the completed design as follows:

Pay the Consulting Engineer at the completion of the construction contract or contracts an amount equal to one hundred percent (100%) of the payment specified in Schedule B, for the work performed in accordance with Schedule A, Tasks 1, 2, 3, and 4 and make payment for services stipulated in Articles 5 and 6 (Schedule A, Task 5) and in conformance with Article 34, Article 35, and Schedule C. From the figure thus obtained there shall be deducted all previous payments.

For the purpose of this paragraph, "completion of the construction contract or contracts", shall be construed to mean when the construction has progressed on each contract or contracts to the extent that it is either opened for normal traffic use or it is deemed by the Municipality to be ready to be opened to normal traffic use and at which time the Municipality determines that the Consulting Engineer has fulfilled all his obligations under the terms of this Agreement.

~~ARTICLE 33. PAYMENT FOR SOILS WORK~~ (DNA)

~~Pay the Consulting Engineer monthly the actual cost to the Consulting Engineer for soils and foundation explorations and soils laboratory tests, based upon approved estimates and invoices furnished by the Consulting Engineer for the work performed under the terms of Article 3 of this Agreement, less all previous payments for this work, and subject to the audit and approval of the Municipality. There shall be no surcharge or retained percentage on these payments.~~

~~The cost of the following soils engineering activities shall be considered as included in the payment for work specified in Schedule A, paragraphs 1, 2, and 3, and shall not be included in the payment made to the Consulting Engineer for soils and foundation work noted above.~~

~~(a) Preliminary studies in connection with soils work.~~

~~(b) Supervision, inspection, and staking of pilot boring or other subsurface field investigation areas of work.~~

~~(c) Preparation of soils program.~~

~~The cost of the following soils engineering activities shall be considered as included in the payment for work specified in Schedule A, paragraph 4.~~

~~(a) Development of reports, statements, estimates, contracts, and all other work necessary to implement the program approved by the Municipality.~~

~~(b) Supervision, inspection, and staking of boring work.~~

~~(c) Identification of Soils.~~

~~(d) Interpretation of boring data.~~

~~(e) Transporting, storing, and protecting soils and boring data.~~

~~(f) Planning, supervision, and inspection of soils laboratory work.~~

~~(g) Evaluation of all data in connection with soils and foundation explorations and tests.~~

ARTICLE 34. PAYMENT FOR REVIEW OF SHOP PLANS AND DESIGN SERVICES DURING CONSTRUCTION

Pay the Consulting Engineer as specified in Schedule C for the work to be performed as required in Article 5, paragraphs 1 and 2. The Consulting Engineer may request partial payments for this work when he has completed his review of shop plans or construction drawings of an element of design requiring such review. Any work required under Article 5, paragraph 3, shall be paid for as Extra Work.

ARTICLE 35. PAYMENT FOR CONSULTATION DURING CONSTRUCTION

Paid under the terms of Schedule "A", Task 5.

THE MUNICIPALITY AND THE CONSULTING ENGINEER FURTHER MUTUALLY AGREE:

ARTICLE 36. DEVELOPMENT OF PLANS FROM SURVEY DATA

That the profiles and cross sections for the project may be developed from maps, field notes, and other data obtained by the Consulting Engineer or furnished by the Municipality insofar as such provide adequate coverage and that, if required, additional surveys shall be performed or arranged for by the Consulting Engineer to meet the project requirements for the complete design. Additional surveys shall include, but not necessarily be limited to, surveys to obtain data for changed ground conditions, additional cross sections, supplemental utility information, and bridge grids; also, additional field information required as a result of adjustments in the project layout and design.

ARTICLE 37. REDUCTION OR EXTENSION OF WORK

That the Municipality may limit, reduce, or extend any work proposed by the Consulting Engineer, or at its option, the Municipality may specify the extent and details of the work, perform any or all of the work with Municipality forces or by such other means as the Municipality may desire, with a corresponding decrease in the lump sum fee or an increase approved as Extra Work.

ARTICLE 38. REDUCTION IN SCOPE OF WORK

The Consulting Engineer agrees that should the scope of the work under this Agreement be reduced, it will be reflected in the fees noted in applicable schedules, through negotiations, without requiring a supplemental agreement. The Consulting Engineer further agrees that the Municipality may establish an interim administrative fee for the work under which the Consulting Engineer will continue work during negotiations.

ARTICLE 39. PRIORITY SEQUENCE

That the Consulting Engineer's normal sequence of operations in performing the work under the terms of this Agreement shall be varied, at the direction of the Municipality, to give priority in critical areas so that schedule, right-of-way clearance, and other Municipality commitments, either present or future, can be met.

ARTICLE 40. CONSTRUCTION CONTRACTS

That the design or any portion thereof prepared by the Consulting Engineer under the terms of this Agreement may be part of no more than two construction contracts in which are included items and designs or portions thereof prepared by others in any manner that the Municipality may choose at no additional cost to the Municipality.

ARTICLE 41. OWNERSHIP OF DOCUMENTS AND RIGHTS IN DATA

A. All products of the work, including but not limited to computer programs, associated digital data and documentation thereof created under the terms of this Agreement, as well as all copyright rights in all such products, shall become and remain the property of the Municipality. This shall include all partially completed work in the event that the Agreement is terminated before completion for any reason.

B. (1) The Consulting Engineer shall transfer to the Municipality, as part of the consideration for this Agreement, any and all copyright rights or other proprietary interests which the Consulting Engineer may have in materials ("Work Products") produced by it under the terms of this Agreement; and the Consulting Engineer shall, whenever so requested by (the Municipality), sign (with proper notarization or other lawful acknowledgement of its signature) and deliver to the Municipality a letter agreement, in form and content satisfactory to the Municipality, stating that the Consulting Engineer thereby irrevocably transfers to the Municipality all of its copyright and other proprietary rights in the Work Products designated by the Municipality in its related request. The Consulting Engineer agrees not to assert, establish or authorize others (including Subcontractors) to assert or establish any claim to copyright on products or data produced in the performance of this contract.

(2) If deemed appropriate by the Municipality in its sole discretion, the Consulting Engineer shall agree that any or all Work Products shall be deemed a work of joint authorship by the Municipality and the Consulting Engineer for copyright purposes, and shall be registered as such with the United States Copyright Office. The Consulting Engineer hereby waives any right to oppose or object to such a claim of joint authorship or to such related copyright registration.

C. The Consulting Engineer shall not engage or allow any party ("Other Party") other than itself or the Municipality to contribute directly to the creation of any Work Product unless the Consulting Engineer has first obtained from said Other Party a written agreement ("Secondary Agreement") containing essentially the same terms as Section B above; i.e., the Other Party

(1) shall agree to transfer to the Municipality any and all copyright or other proprietary rights said Other Party may have in designated Work Products, or, if the Municipality so requests, shall agree to deem such Work Product a work of joint authorship by the Municipality and by Other Party, and, if appropriate, by the Consulting Engineer also; and

(2) shall agree to sign (with proper notarization or other lawful acknowledgement of its signature) and deliver to the Municipality any letter agreement ("Letter Agreement") of the kind described in Section B above which the Municipality shall request from it. The Secondary Agreement between the Consulting Engineer and an Other Party shall provide expressly that any such Letter Agreement delivered by the Other Party to the Municipality shall be directly enforceable by the Municipality, and that the execution, delivery, and enforceability of such a Letter

Agreement are part of the consideration for the Secondary Agreement.

D. The Consulting Engineer shall not use for purposes other than the performance of this contract, nor shall the Consulting Engineer release, reproduce, distribute or publish any data produced in the performance of this contract nor authorize others to do so, without written permission from the Municipality.

ARTICLE 42. PREQUALIFICATIONS AND RIGHT OF REMOVAL

That the Municipality reserves the right to prequalify every employee of the Consulting Engineer and the Subcontractor(s) working on this project and the salary classification of each. The Municipality further reserves the right to require removal from the project of any person or persons employed by the Consulting Engineer or Subcontractor(s) performing services under this Agreement who in the opinion of the Municipality has misconduct himself or is incompetent or negligent in the due and proper performance of his duties or who neglects or refuses to comply with the requirements of this Agreement.

ARTICLE 43. CONVERSION TO FEDERAL AID

In the event that Federal Funds become available to finance the construction of this project, the Consulting Engineer shall alter the plans, specifications, and estimates in accordance with the latest requirements for Federal-aid projects. This work shall be considered as Extra Work and payment shall be made in accordance with Article 8.

ARTICLE 44. REVISIONS IN ORGANIZATION OF CORPORATION

That the Consulting Engineer shall notify the State in writing when there is a change in its Connecticut Certificate of Registration for the corporate practice of engineering or land surveying by a corporation or limited liability company in the State of Connecticut or a change in the individual(s) in charge of the work specified herein. Neither change shall relieve the Consulting Engineer of any responsibility for the accuracy and completeness of all products of the work under this Agreement, including any supplements thereto.

ARTICLE 45. TERMINATION

That the Municipality, by written notice to the Consulting Engineer, may suspend, postpone, abandon, or terminate this Agreement for the convenience of the Municipality, for violation by the Consulting Engineer of any provision contained in this Agreement, or for any failure by the Consulting Engineer to render to the satisfaction of the Municipality the services required under this Agreement, including any failure to make acceptable progress with work required under this Agreement. Such action on the part of the Municipality shall in no event be deemed a breach of contract. Upon receipt of written notification from the Municipality that this Agreement is to be suspended, postponed, abandoned, or terminated, the Consulting Engineer shall immediately cease operations on work required under this Agreement. Upon receipt of written notification that this Agreement is to be abandoned or terminated, the Consulting Engineer shall also immediately assemble all material which is in its possession or custody and which has been prepared, developed, furnished, or obtained under the terms of this Agreement, and shall transmit the same, together with the Consulting Engineer's evaluation of the cost of the work performed, to the Municipality on or before the fifteenth day following the receipt of written notice of abandonment or termination. Said material shall include, but not be limited to, documents, plans, computations, drawings, notes, records, and correspondence. Upon receipt of this material, the Municipality shall make settlement with the Consulting Engineer in the following manners:

(a) If the Municipality terminates this Agreement for its convenience, the Municipality shall pay the Consulting Engineer a percentage of the lump sum fee which is specified in Schedules B and C, said percentage to be the same as the percentage of work completed by the Consulting Engineer under this Agreement as of the designated date of termination.

(b) If the Municipality terminates this Agreement because the Consulting Engineer has failed to fulfill its obligations under the Agreement, the Municipality may complete the work required hereunder by contracting with another party or by any other means, and the Consulting Engineer

shall be liable for any additional costs incurred by the Municipality in doing so.

(c) If the Municipality, after terminating the Consulting Engineer for alleged failure to fulfill its obligations under this Agreement, determines that the Consulting Engineer has not failed to fulfill those obligations, the rights and remedies of the parties shall be the same as if the Municipality had terminated the Agreement for convenience.

In determining the basis for such equitable settlement for items (a), (b), and (c) as indicated above, the Municipality shall take into account any monies owed the Consulting Engineer for work previously performed under this Agreement, less any payments previously made for said work, and the amount of reimbursable expenses incurred by the Consulting Engineer, less any payments previously made, to reimburse the Consulting Engineer for those expenses.

The Consulting Engineer agrees to accept the Municipality's valuation of the work performed under this Agreement, and the Municipality will not be liable for any profit that the Consulting Engineer expected or might have expected to make on portions of the project work that have not been performed.

If postponement, suspension, abandonment, or termination is ordered by the Municipality because it lacks sufficient funding to complete or proceed with the Project, the Consulting Engineer may not make a claim against the Municipality in any form or forum for loss of anticipated profit or for any other reason related to the Project or to this Agreement.

The rights and remedies of the Municipality under this Article are in addition to any other rights and remedies that the Municipality may possess by law under this Agreement.

Decisions of the Municipality on matters discussed in this Article shall be final and binding.

ARTICLE 46. PAYMENT FOR PRELIMINARY ENGINEERING STUDY, PRELIMINARY DESIGN, SEMI FINAL DESIGN, FINAL DESIGN, AND ENGINEERING SERVICES DURING CONSTRUCTION

That payment to the Consulting Engineer for preliminary engineering study, preliminary design, semi final design, final design, and engineering services during construction specified in Article 2 and more specifically described in Schedule A, Tasks 1, 2, 3, 4, and 5 shall be made in accordance with the provisions of Schedule B.

ARTICLE 47. REQUEST FOR FULL PAYMENT OF FEE

That, irrespective of the provisions of Articles 31 and 32 concerning retained fees, the Municipality may for good cause upon request of the Consulting Engineer, release any part of the fee as may be reasoned by the Municipality to be equitable and not in contravention of the Municipality's best interest.

ARTICLE 48. MAXIMUM PAYMENT BY THE MUNICIPALITY

That the total payment by the Municipality to the Consulting Engineer for survey, highway and bridge design, soils and foundation studies, subsurface investigations and explorations, consultation during construction, review of shop drawings, and other work specified by the terms of this Agreement, inclusive of Extra Work, shall not exceed the amount specified in Schedule E, Paragraph 3 unless provided for by means of a supplemental agreement.

ARTICLE 49. AGENT FOR SERVICE OF PROCESS

That the Secretary of the State of the State of Connecticut (including any successor thereto) is hereby appointed by the Consulting Engineer as its agent for service of process for any action arising out or as a result of this Agreement, such appointment to be in effect throughout the life of this Agreement including any supplements hereto and all renewals thereof, if any, and six (6) years thereafter, except as otherwise provided by Statute.

ARTICLE 50. CERTIFICATION OF CONSULTANT AND CERTIFICATION OF [~~TOWN~~/CITY] OF BRIDGEPORT.

That the attached Certification of Consultant and Certification of [~~Town~~/City] of BRIDGEPORT is hereby made part of this Agreement.

ARTICLE 51. ATTACHMENTS TO AGREEMENT

As a condition to receiving federal financial assistance under the Contract/Agreement, if any, the Consulting Engineer shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances attached hereto, all of which are hereby made a part of this Agreement. The attached Schedules A, B, C, D and E are also made a part of this Agreement.

ARTICLE 52. CONFLICTS BETWEEN DOCUMENTS AND AGREEMENT

That in case of conflict between the terms of this Agreement and the terms or requirements of documents mentioned herein, the stipulations contained in this Agreement shall govern, and that wherever a blank ( ) or the words "DOES NOT APPLY" appears in all copies of this Agreement it is agreed by the parties hereto that this represents a deletion of a condition which does not apply to this contract.

ARTICLE 53. CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS - SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

The Consulting Engineer hereby acknowledges and agrees to comply with the Connecticut Required Contract/Agreement Provisions entitled "Specific Equal Employment Opportunity Responsibilities", dated March 3, 2009, a copy of which is attached hereto and made a part hereof.

ARTICLE 54. POLICY ON DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The Consulting Engineer agrees that the attached "Policy Statement, Policy No. F&A-19, April 17, 2006 Subject: Policy on Disadvantaged Business Enterprise Program", is hereby made a part of this Agreement. The Municipality advises the Consulting Engineer that failure to carry out the requirements set forth in this Policy Statement shall constitute a breach of contract and may result in termination of this Agreement by the Municipality or such remedy as the Municipality deems appropriate.

The Consulting Engineer shall comply with this provision in accordance with the "Special Provisions Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers For Federal Funded Projects", dated October 16, 2000, attached hereto and hereby made a part of this Agreement.

~~ARTICLE 55. STATE EMPLOYEE CODE OF ETHICS~~ (DNA)

~~The Consulting Engineer hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement No. F&A-10 Subject: Code of Ethics Policy", June 1, 2007, a copy of which is attached hereto and made a part hereof.~~

ARTICLE 56. NOTICE BETWEEN PARTIES TO AGREEMENT

It is mutually understood and agreed by the parties hereto that any official notice from one such party to the other such party (or parties), in order for such notice to be binding thereon, shall:

(a) be in writing addressed to:

(i) when the Municipality is to receive such notice -

Mayor Bill Finch
City of Bridgeport
Margaret Morton Government Center
999 Broad Street
Bridgeport, CT 06604

(ii) when the second party (or parties) is (are) to receive such notice- Thomas Lucivero, P.E.

Vanasse Hangen Brustlin, Inc.
54 Tuttle Place
Middletown, CT 06457-7879

the person(s) acting herein as signatory for the second party (or parties) receiving such notice;

(b) be delivered in person or be mailed United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party(ies) to receive such notice; and

(c) contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "official notice" as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s) provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "official notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

ARTICLE 57. FEE ADJUSTMENT

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Municipality determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

ARTICLE 58. DIRECT COST ITEMS

The Consulting Engineer hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy No. F&A-34, April 21, 2005, Subject: Policy on the Acquisition and Inventory of Equipment Purchased by Consultants".

ARTICLE 59. DESIGN SCHEDULE

It is imperative that project schedules be adhered to. The Municipality is completely confident that the Consulting Engineer has both the ability and desire to maintain the project schedule, however, the Municipality advises that project delays by the Consulting Engineer will not be tolerated, and the Consulting Engineer Selection Committee will be informed of Consulting Engineers who do not provide their services in a timely manner. Please communicate to your design team the importance of meeting the project schedule.

Separate calendar time will be allowed for each applicable design phase – Preliminary Engineering, Preliminary Design, Semi Final design, Final Design, and Engineering Services During Construction. The Consulting Engineer shall not proceed with the initial design phase, or any succeeding design phase, until receiving a letter of authorization for each respective phase from the Municipality.

It is extremely important to insure that the project the Consulting Engineer is designing does not represent a product whose cost exceeds the budget. The Consulting Engineer shall periodically review scope and cost in order to identify any discrepancy between budget and cost estimate for construction. The Municipality shall be advised immediately if the project estimate of construction costs exceeds the budget, so that modifications can be investigated to bring the project back within budget.

ARTICLE 60. SUSPENSION OR DEBARMENT

That Suspended or debarred contractors, Consulting Engineers, suppliers, material men, lessors or other vendors may not submit proposals for a Municipality 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.

(1) The signature on the Agreement by the Consulting Engineer shall constitute certification that to the best of its knowledge and belief the Consulting Engineer 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:

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

b. Has not, within the prescribed statutory time period preceding this 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;

c. 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 (1)b. of this certification; and

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

(2) Where the Consulting Engineer is unable to certify to any of the statements in this certification, such Consulting Engineer shall attach an explanation to this Agreement.

The Consulting Engineer agrees to 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:

(a) 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.

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

ARTICLE 61. PROMPT PAYMENT TO SUBCONTRACTOR(S) AND RELEASE OF RETAINAGE

The Consulting Engineer hereby acknowledges and agrees to comply with the policies enumerated in Commissioner's Letter dated October 26, 1988 Re: Prompt Payment to Subcontractor(s), a copy of which is attached hereto and made a part hereof.

The Consulting Engineer shall pay the subcontractor for work performed within thirty (30) days after the Consulting Engineer receives payment for the work performed by the subcontractor. Also, any retained monies on a subcontractor's work shall be paid to the subcontractor within thirty (30) days after satisfactory completion of all the subcontractor's work.

For the purpose of this Article, satisfactory completion shall have been accomplished when:

(1) The subcontractor has fulfilled the contract requirements of both the Municipality and the subcontract for the subcontracted work, including the submission of all submittals and audit requirements stipulated in Article 11(f), when applicable, and

(2) The work done by the subcontractor has been reviewed and accepted by the Municipality and final approval of the subcontractor's work has been determined and agreed upon.

If the Consulting Engineer determines that a subcontractor's work is not complete, the Consulting Engineer shall notify the subcontractor and the Municipality, in writing, of the reasons why the subcontractor's work is not complete. This written notification shall be provided to the subcontractor and the Municipality within twenty-one (21) days of the subcontractor's request for release of retainage.

The above requirements are also applicable to all sub-tier subcontractors and the above provisions shall be made a part of all subcontract agreements.

Failure of the Consulting Engineer to comply with the provisions of this section will be reflected in the "Consultant Performance Evaluation" for future projects.

ARTICLE 62. CONNECTICUT DEPARTMENT OF TRANSPORTATION SUBCONSULTANT PAYMENT LOG

The Consulting Engineer understands and agrees that a "Connecticut Department of Transportation Subconsultant Payment Log" Form shall be completed quarterly (January, April, July, and October) and furnished to the Municipality for each subconsultant the Consulting Engineer utilizes under this Agreement. Instructions for completing and processing this Form are stipulated on its reverse side. A copy of said form is included herewith.

ARTICLE 63. GOVERNMENTAL AGENCY EXEMPTION

The Consulting Engineer hereby acknowledges and agrees to comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The attached copy of the "Governmental Agency Exemption Certificate" is hereby made a part hereof.

~~ARTICLE 64. SMALL CONTRACTOR AND/OR SMALL CONTRACTOR MINORITY BUSINESS ENTERPRISES (SET-ASIDE)~~ (DNA)

~~The Consulting Engineer shall cooperate with the State in implementing the required contract obligations concerning "Small Contractor" and/or "Small Contractor Minority Business Enterprises" utilization on this Agreement in accordance with Section 32-9e of the Connecticut General Statutes, as revised. The Consulting Engineer shall comply with this provision in accordance with the "Special Provisions, Small Contractor And Small Contractor Minority Business Enterprises (Set-Aside)" dated March, 2001, attached hereto and hereby made a part of this Agreement.~~

~~The State advises the Consulting Engineer that failure to carry out the requirements set forth in said "Special Provisions, Small Contractor And Small Contractor Minority Business Enterprises (Set-Aside)" shall constitute a breach of contract and may result in termination of this Agreement by the State or such remedy as the State deems appropriate.~~

ARTICLE 65. USE OF COMPUTER AIDED DESIGN AND DRAFTING FILE(S)

The Municipality makes no express or implied warranty of any kind with regard to the particular Computer

Aided Design and Drafting File(s) provided to the Consulting Engineer under this Agreement, if any, its documentation, or its fitness for any use or purpose, including but not limited to the implied guarantees of fitness for a particular purpose. The Municipality shall not be held liable for errors contained herein, or for any consequential or incidental damages which may arise in connection with the use, performance, duplication, modification, transfer or distribution of these files or copies thereof.

ARTICLE 66. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Consulting Engineer certifies, by signing and submitting this Bid, Agreement, Contract Proposal, to the best of his/her/its knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consulting Engineer, 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 any Federal contract, grant, loan, or cooperative agreement.

(2) 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 any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consulting Engineer shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

The Consulting Engineer also agrees by submitting his/her/its Bid, Agreement, Contract, Proposal that he/she/it shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE 67. CODE OF ETHICS FOR PUBLIC OFFICIALS AND LOBBYISTS

The Consulting Engineer shall comply with the provisions contained in Section 1-86e of the Connecticut General Statutes, which provides as follows:

(a) No person hired by the state as a Consulting Engineer or independent contractor shall:

(1) Use the authority provided to the person under the contract, or any confidential information acquired in the performance of the contract, to obtain financial gain for the person, an employee of the person or a member of the immediate family of any such person or employee;

(2) Accept another state contract which would impair the independent judgment of the person in the performance of the existing contract; or

(3) Accept anything of value based on an understanding that the actions of the person on behalf of the state would be influenced.

(b) No person shall give anything of value to a person hired by the state as a Consulting Engineer or independent contractor based on an understanding that the actions of the Consulting Engineer or independent contractor on behalf of the state would be influenced.

~~ARTICLE 68. STANDARD BENTLEY FILE~~ (DNA)

~~All CADD related submissions made by the Consulting Engineer will have to comply with the standard Bentley Microstation File format as implemented by the Connecticut Department of Transportation.~~

ARTICLE 69. AMERICANS WITH DISABILITIES ACT

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

ARTICLE 70. PAYMENT OF RECOVERABLE COSTS DUE THE MUNCIPALITY

The Municipality shall have the right to set off against amounts otherwise due to the Consulting Engineer under this Agreement or under any other agreement or arrangement that the Consulting Engineer has with the Municipality (a) any costs that the Municipality incurs which are due to the Consulting Engineer's non-compliance with this Agreement and (b) any other amounts that are due and payable from the Consulting Engineer to the Municipality. Any sum taken in set-off from the Consulting Engineer shall be deemed to have been paid to the Consulting Engineer for purposes of the Consulting Engineer's payment obligations under Connecticut General Statute Section 49-41c.

ARTICLE 71. EXECUTIVE ORDERS

A. Executive Orders

The Agreement is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace. If applicable, the Agreement is subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contract reform as set forth herein below, and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services in accordance with their respective terms and conditions. All Executive Orders referenced herein are incorporated into this Agreement and are made a part of the Agreement as if they had been fully set forth therein. At the Consulting Engineer's request, the State shall provide a copy of these Orders to the Consulting Engineer.

B. Executive Order No. 7C

Pursuant to Section 6 of Executive Order No. 7C of Governor M. Jodi Rell, the Consulting Engineer acknowledges that the State Contracting Standards Board (the "Board") may review Agreement **entered into on or after October 1, 2005** and recommend to the State contracting agency termination of the Agreement for cause. For the purpose of this Section, "for cause" means: (1) a violation of the State Ethics Code (Chapter 10 of the Connecticut General Statutes) or Section 4a-100 of the Connecticut General Statutes or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or State contracting agency. The Board shall provide the results of its review, together with its recommendations, to the State contracting agency and any other affected party in accordance with the notice provisions in the Agreement no later than fifteen (15) days after the Board finalizes its recommendation. The State contracting agency shall consider the recommendations of the Board and act in accordance with the Agreement and applicable law.

If applicable, the Consulting Engineer agrees to satisfy the affidavit/certification requirements of Section 8 of Executive Order No. 1 and 10(a) of Executive Order 7C of Governor M. Jodi Rell and §4-252 of the Connecticut General Statutes, as amended. The certification form is available on the website of the Office of Policy and

Management at www.ct.gov/opm. So long as the Agreement remains in effect, the Consulting Engineer shall provide the State with an annual update of the aforesaid certification on each anniversary of the effective date of such Agreement.

ARTICLE 72. JURISDICTION AND FORUM LANGUAGE

This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. This Agreement shall be deemed to have been made in Newington, Connecticut.

Nothing herein shall be construed to waive any of the State's immunities.

ARTICLE 73. LITIGATION

This Consulting Engineer agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Consulting Engineer further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

ARTICLE 74. CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this agreement/contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. The SEEC Form 11 is attached hereto and hereby made a part of this agreement/contract.

ARTICLE 75. MAXIMUM FEES

The Municipality hereby acknowledges and agrees to comply with the guidelines stipulated in Policy No. F&A-30, dated April 12, 2006; Subject: Maximum Fees for Architects, Engineers and Consultants, which is attached hereto and hereby made a part of this Agreement. The Office of Policy and Management's General Letter No. 97-1, dated November 21, 1996, is also attached hereto and hereby made a part of this Agreement and the guidelines stipulated therein are to be utilized, when applicable, in accordance with this Policy Statement.

The Municipality shall ensure that all parties are in compliance with the audit requirements set forth in Title 48, Section 31 of the Code of Federal Regulations (CFR) and Title 23, Section 172 CFR, as revised, when retaining consultants.

~~ARTICLE 76. CORE AGREEMENT/CONTRACT PURCHASE ORDER~~ (DNA)

~~The Agreement itself is not an authorization for the Consulting Engineer to provide goods or begin performance in any way. The Consulting Engineer may provide goods or begin performance only after it has received a duly issued purchase order against the Agreement. A Consulting Engineer providing goods or commencing performance without a duly issued purchase order in accordance with this section does so at the Consulting Engineer's own risk.~~

WITNESSES:

_____
Typed Name:

_____
Typed Name:

CITY OF _____

By_____(Seal)
Typed Name:

Date:_____

CONTRACTING ENGINEER

_____
Typed Name:

_____
Typed Name:

By_____(Seal)
Typed Name:

Date:_____

CONNECTICUT CORPORATE ENGINEERING PRACTICE -- CERTIFICATE OF AUTHORIZATION NO.

SCHEDULE A
WORK TO BE PERFORMED
REFER TO ARTICLE 2

GENERAL DESCRIPTION OF SCOPE OF WORK TO BE PERFORMED BY THE CONSULTANT

The services to be provided by Vanasse Hangen Brustlin, Inc. (The CONSULTANT) under this contract entail responsibility for the engineering design and preparation of construction contract documents for replacement of traffic control signals along Main Street and upgrade to the City Traffic Management Center (TMC) central software and communication hardware equipment.

The project design consists of twenty (20) existing signalized intersections to be replaced, and one (1) intersection for a new traffic signal installation - all of which shall be integrated into the City's central computerized system. The locations are all located on Main Street, a municipality owned urban principal arterial, extending from Old Town Road to South Frontage Road, a distance of approximately 4-miles. The communication media will be via fiber optic cable to existing and new locations utilizing drops from the City backbone 36/72-strand fiber network. The intersections under this scope of work have been identified in Exhibit 1. The CONSULTANT shall coordinate the design work with the Connecticut Department of Transportation (CTDOT) through the City of Bridgeport (City) Engineering Department, all in accordance with the Consultant Administration Project Development Manual and State and Federal requirements.

The services to be performed by The CONSULTANT under this contract shall be preparation of bid documents, plans, specifications, and cost estimates, and other contract documents for procuring and installing the City Traffic Control Signal System. The design, modifications, and upgrades included in this scope of work shall be within the limits of the existing R.O.W. This scope of work does not include detailed engineering design for roadway widening and/or drainage improvements. The construction plans shall be prepared in English units based on the City of Bridgeport standard drawings and specifications supplementing the 816 State Specifications.

Specifically, the following design improvements are considered under this project:

1. Complete traffic signal replacement at 20 intersections including signs and pavement markings improvements
2. Design for a new traffic signal installation at the intersection of Main Street /Thorne Street
3. Mast arm with far side signal heads and LED indications
4. Emergency vehicle preemption
5. Pedestrian signals/push buttons, crosswalks and new handicap ramps in accordance with PROWAG standards
6. Video detection for vehicle presence at all approaches
7. Fiber Optic interconnect and communication with the City TMC
8. Update the TMC central hardware and software for monitoring system components, performance, and malfunctions
9. Design for an expanded central system components for up-load and download database changes to field equipment
10. Mill and overlay pavement at all intersection approaches

Overall, the proposed design for replacement of traffic signals on Main Street will be one hundred percent compatibility with the software and communication interface system currently in place. In addition, it is anticipated new hand holes and splicing into the existing lines will be required due to the new mast arm locations that will allow for the far side signal head placement.

The construction administration and field inspection services and implementation phase to be negotiated under a separate agreement.

EXHIBIT 1

INTERSECTIONS ALONG MAIN STREET CORRIDOR FOR TRAFFIC SIGNAL REPLACEMENT

1. Old Town Road
2. Hill view Avenue
3. Kaechell Street
4. Brookfield Shopping Park
5. Vincellette Street/Oxford Street
6. Frenchtown Road/Vanguard Street
7. Woodside Avenue
8. Jewett Avenue/Tesiny Avenue
9. Rezny Street/Stohr Place
10. Summit Street
11. Hunting Street
12. Hawley Avenue
13. Capitol Avenue
14. Grand Street
15. Catherine Street/East Washington Avenue
16. Congress Street
17. Golden Hill Street
18. John Street
19. North Frontage Road
20. South Frontage Road
21. Thorne Street (New Signal)

Task 1: Preliminary Engineering Study

1.1 Upon receiving the Notice to Proceed, The CONSULTANT shall meet with the City to discuss the work plan, design standards and requirements, schedule, progress reporting and invoicing format. For Coordination purpose, the CONSULTANT assumed attendance at six (6) additional meetings with the City/CTDOT, and project design team during this phase. The CONSULTANT shall prepare minutes of the meeting and submit it to the City and the CTDOT.

1.2 The CONSULTANT shall field observe, prepare a photo log (including a digital disk) and compile local condition data for each intersection including; lane configuration, sight lines (turning and approach), turn restrictions, parking restrictions, bus stops, pedestrian controls, signing by location, size and condition, type (regulatory, warning, informational, school, other), loading and taxi zone, speed limits, and representative travel speeds. The CONSULTANT shall field check the location and condition of traffic signal equipment, sidewalk ramps, and driveways.

1.3 The CONSULTANT shall collect daily traffic volumes, speed and vehicle classifications count on fifteen (15) roadway segments for duration of 4-days (Wednesday, Thursday, Friday, and Saturday). The counts shall be collected by means of Automatic Traffic Recorders (ATR), by direction and summarized in15-minute increments.

1.4 The CONSULTANT shall compile peak hour manual traffic volume counts including turning movements, vehicle classification, and pedestrian activity for each study intersection. The counts shall be collected during a typical weekday morning (6:00 am to 9:00 am), mid-day (11:00 am to 1:00 pm), afternoon (3:00 pm to 6:00 pm), and Saturday mid-day (11:00 am to

1:00 pm) peak periods. The counts shall be balanced. A Print out of the Intersection Traffic Count Report shall be prepared for each peak period.

1.5 The CONSULTANT shall compile available plans of record for each existing traffic signal installation, existing special pavement markings and signing plans, and the existing phasing and timing of each signalized intersection.

1.6 The CONSULTANT shall perform capacity analysis at each intersection for four existing year peak hour periods collected. For intersection operational analysis, The CONSULTANT shall use SYNCHRO software (latest version as of notice to proceed), using the existing signal timing, phasing, and lane use. The CONSULTANT shall prepare future years (5-year and 20-year) design hour volumes and analyze peak hour operating conditions. The CONSULTANT shall recommend and revise timing, phasing, and lane use within the limits of existing roadway layout geometry at study intersections to achieve an acceptable level of service in accordance with CTDOT standards. A printout of the capacity and level of service report for the existing condition and post construction (with recommended improvements) shall be submitted for each intersection and peak hour analyzed.

1.7 The CONSULTANT shall perform a queue analysis for each lane group approaching the signalized intersections in the project for the same time periods used for final capacity analysis. The CONSULTANT shall utilize output from SYNCHRO software. A printout of the queue length calculations shall be submitted for each intersection and peak hour analyzed.

1.8 The CONSULTANT shall prepare arterial progression analysis/Time-space diagrams for each proposed timing plan utilizing TSDWIN software conducted under the same condition as indicated on the traffic signal timing analysis. A print out of the preliminary timing plans shall be prepared for the following periods; AM peak, Midday peak, PM peak, and Saturday peak periods.

1.9 The CONSULTANT shall compile and tabulate accident data for each intersection based on the most recent three-year accident experience. The CONSULTANT shall obtain accident data from the City of Bridgeport Police department. The CONSULTANT shall prepare collision diagrams and address potential traffic safety problems.

1.10 Utilizing traffic, pedestrian and accident data, The CONSULTANT shall perform signal warrant analysis at Main Street and Thorne Street intersection to justify the installation of a new traffic control signal. The engineering analysis shall conform to both Federal and State guidelines.

1.11 For each intersection, The CONSULTANT shall utilize measurements and field data collected in previous tasks to determine the need for "No Turn on Red", "STOP Ahead" and/or "Signal Ahead" warning devices in accordance with the Federal and State standards and guidelines.

1.12 The CONSULTANT shall complete a detailed inventory of existing signal equipment in the field and at TMC for determination, evaluation, and preparation of salvage materials, report, and to review the existing signal phasing, sequence, and timing at each intersection.

1.13 Upon completion of the preliminary engineering study phase, The CONSULTANT shall prepare a design report summarizing above tasks, identifying deficiencies, and design consideration for each intersection, which will be, affected by capacity, accident history and field conditions. Five (5) copies of the above documents shall be prepared for submission to the City (3 copies) and the CTDOT (2- copies and an electronic copy in .PDF format) for review and comments. In addition, the CONSULTANT shall submit electronic files of the Synchro™ and

TSDWIN™ analyses to the City and CTDOT. The Consultant shall provide written responses to PE study review comments and incorporate the comments into the Preliminary Design phase.

1.14 Communications Network (field side)

1.14.1 The CONSULTANT shall collect local condition data for the communications infrastructure. The location of all existing fiber optic communications access points relative to project intersection traffic control cabinets shall be determined.

1.14.2 The CONSULTANT shall field observe, prepare a photo log (including a digital disk) and compile local condition data for each intersection as well as all field existing communications infrastructure routes including; existing aerial communications network capabilities including existing messenger and all pole lines; existing underground communications network capabilities.

1.14.3 The CONSULTANT shall perform a site analysis of proposed communications infrastructure routes including; aerial communications infrastructure capabilities including existing messenger; and underground communications infrastructure.

1.14.4 The CONSULTANT shall perform an evaluation of potential interconnection points between existing communications infrastructure and proposed communications infrastructure.

1.15 Communications Network (TMC side)

1.15.1 The CONSULTANT shall conduct an inventory and functional analysis of the existing TMC communications equipment, including all rack mounted equipment, all communications closet equipment, and all fiber optic infrastructures within the facility.

1.15.2 The CONSULTANT shall perform a needs analysis to ascertain the requirements for a TMC communications equipment upgrade. This needs analysis shall consider all existing communications equipment presently housed within the TMC equipment racks as well as the needs for this project. Parameters such as bandwidth requirements, latency requirements, data traffic prioritization, fiber strand requirements, network port requirements, and system management requirements will be considered.

1.15.3 The CONSULTANT shall prepare a preliminary communications architecture block diagram that will reflect the City's objectives as well as the results of the communications needs analysis. This preliminary approach shall represent a cost effective, highly functional approach to consolidating outdated equipment functionality from numerous previous projects into a single focused approach to meeting the communications needs of existing as well as the proposed signal equipment. The approach will designed to be highly scalable, such that additional future signalized intersections brought into the system can be added in a cost effective manner.

1.16 TMC Design

1.16.1 The CONSULTANT shall perform functional requirements analysis that, at a minimum, should determine current and future operational use of the facility. A number of typical functional requirements of a TMC include:

- Monitoring and configuration of traffic signal controllers

- Monitoring of current traffic conditions
- Identifying the location of congestions and incidents
- Providing public information.

1.16.2 Based on the functional requirements analysis and the City's objectives, the CONSULTANT shall prepare a high level system block diagram as well as sketches of the proposed approach to the TMC design. Though exact outcomes of this effort will be determined during its execution, possible objectives include the following:

- Upgrading of the traffic control system server to accommodate the additional intersections to be added, and to provide a scalable means of adding additional future intersections.
- Upgrading of the traffic monitoring camera server.
- During the execution of this task, the CONSULTANT shall undertake discussions with the City to determine if a VMware® virtual server approach would be appropriate and maintainable by City staff. Such an approach would allow multiple virtual servers (e.g., both the traffic control system server and the traffic monitoring camera server) to reside on one physical computer, resulting in savings in installation cost, energy usage, and required maintenance.
- Addition of a digital video recorder to record the video streams.
- Addition of a network backup system, including network attached storage (NAS) consisting of a minimum of a two-drive RAID configured backup system.
- Upgrading of the operator system components to interface with the traffic signal control server and the traffic monitoring camera server over a TCP/IP network.
- Upgrading the all components of video wall in the TMC to provide monitoring system that is functional, ergonomic, and scalable.

1.17 Systems Engineering

The CONSULTANT shall prepare, based on input received from the City, a high level functional requirements document for the project. This document will describe, at a high level all functional, performance, non-functional and enabling system requirements.

1.18 Production

Upon completion of the preliminary engineering study phase, The CONSULTANT shall prepare a design report summarizing the above tasks, identifying deficiencies, and design consideration for each intersection as well as the TMC. Five (5) copies of the above documents shall be prepared for submission to the City (3 copies) and the CTDOT (2- copies and an electronic copy in .PDF format).

Task 2: Preliminary Design

2.1 The CONSULTANT shall field review each intersection and plot the right-of-way (ROW) boundaries based on record research and compilation of data supplemented by limited field measurement. Record research shall include Department of Transportation (DOT) ROW records; DOT completed construction project plans (Map file room); any data available from the City and other record data pertinent to determining the ROW lines. The depicted right-of-way information shall conform to the "General Location Survey" accuracy standard as adopted by

the Connecticut Association of Land Surveyors in 1996 and will be horizontally referenced to the planimetric survey. Should the installation and/or maintenance of all the appurtenances, sidewalk ramps, utility adjustments, etc., indicate a potential encroachment, The CONSULTANT shall perform additional record research, field survey and investigation in order to determine and establish ROW boundaries to a Class "A-2" accuracy. For budgeting purpose, assume Class "A-2" survey is required at five (5) properties.

2.2 The CONSULTANT shall prepare planimetric (T-2 accuracy) mapping for each of the intersections included in this project utilizing the Connecticut State Plane Coordinate System. Elevations will be based on the North American Vertical Datum of 1988 (NAVD88). The limits of survey for each intersection shall include 300 feet along each street approach. The following data will be shown on base plans prepared at 1" =30'- scale for this project and delivered to the City in AutoCAD digital file format.

- Approximate ROW lines
- Survey Monuments found
- Property lines as depicted on tax maps (Class "D" accuracy)
- Curb lines and driveways (type, bituminous or concrete, etc.)
- Significant trees and shrubs
- Drainage structures (catch basins, culverts, manholes, gates, etc.)
- Utilities - poles by number and ownership, water gates, fire hydrants, overhead wire location, signal interconnection cable, shut off valves, MH, chambers, ducts, underground utilities, sanitary and storm sewers etc.
- Signs (size with legend, etc.)
- Sidewalks and ramps (type, bituminous or concrete, etc.)
- Driveways (type, concrete, etc.)
- Guide rail and fencing
- Pavement markings (stop bar, arrows, lane lines, etc. with dimensions)
- Street lighting and type.
- Pertinent roadside development (edge of buildings and building doors if immediately adjacent to ROW, etc.)
- Traffic signal appurtenances (controller cabinet, detectors, vehicle. & pedestrian heads, poles, pedestals, pedestrian push buttons, handholes, etc.)

2.3 The CONSULTANT shall prepare 1" = 30' plans of each traffic control signal plan. Each plan shall be prepared in accordance with the guidelines and specifications contained in the Division of Traffic Engineer's "Traffic Control Signal Manual" and consistent with the City of Bridgeport standards. The plan shall show the location of traffic signal equipment, a detail of controller and Hand-hole location, phasing diagram, sequence and timing, pre-emption, special notes, lane-use signing, pavement markings, coordination and interconnect information, ROW, pertinent roadside development and features, utility poles, catch basins, hydrants, sidewalks, existing and proposed sidewalk ramps, driveways, signal faces, construction notes, details and all necessary dimensions. The CONSULTANT shall coordinate with the City and field check location of proposed traffic signal equipment.

2.4 The CONSULTANT shall prepare a preliminary cost estimate for the proposed work. This cost estimate shall be prepared in a tabular format and present an order of magnitude cost for the proposed work.

2.5 The CONSULTANT shall hold and/or attend up to five (5) meetings (including one public information meeting) with the City and/or the CTDOT necessary to accomplish the preliminary

design task. The CONSULTANT shall prepare minutes of the meeting and submit it to the City and the CTDOT.

2.6 The CONSULTANT shall prepare the preliminary design package and submit five (5) copies to the City (3 copies) and the CTDOT (2- copies and an electronic copy in .PDF format).

2.7 Communications Network (field side)

2.7.1. The CONSULTANT shall prepare utility pole mapping, obtain and document data on vertical clearances from overhead utilities at all intersections, as well as locations of existing communications access points relative to project intersection control cabinets. Mapping shall be completed at 1:200-scale and delivered to the City in AutoCAD digital file format.

2.7.2. Utilizing mapping completed in Task 2.7.1, The CONSULTANT shall prepare preliminary communications/interconnect plans showing location of the communication cable routing, number of cables and strands in each run, whether the run is in new conduit, existing conduit, or aerial, new/existing hand holes, manholes, and pole laterals for conduit runs.

2.7.3. The CONSULTANT shall develop a communications methodology for the proposed system.

2.7.4. The CONSULTANT shall prepare a communications architecture diagram and fiber allocation assignment schedule.

2.8 Communications Network (TMC side)

2.8.1 Utilizing the preliminary communications architecture block diagram developed in the Preliminary Engineering Study, the CONSULTANT shall prepare a detailed approach to upgrading the TMC communications hardware.

2.8.2 This approach shall include a description of additional hardware required to meet the project needs analysis.

2.8.3 The CONSULTANT shall update the communications architecture block diagram that will reflect the City's objectives as well as the results of the communications needs analysis.

2.8.4 The CONSULTANT shall prepare rack layout details showing communications equipment, including servers, Ethernet switches, fiber distribution panels, as well as details showing any proposed changes to the fiber optic infrastructure.

2.9 TMC Design

2.9.1 Based on the high level system block diagram as well as sketches of the proposed approach to the TMC design developed in the Preliminary Engineering Study, the CONSULTANT shall prepare a detailed approach to upgrading the TMC system components. This will include a description of additional system components

required to meet the project functional design requirements.

2.9.2 The CONSULTANT shall prepare rack layout and facility details and plans showing all proposed equipment, including traffic control system server, traffic monitoring camera server, digital video recorder, network attached storage, and other ancillary operational system components.

2.10 Systems Engineering

2.10.1 In accordance with the FHWA guidelines and based on comments received from the City on the Preliminary Engineering Study, The CONSULTANT shall prepare an updated high level functional requirements document (HLFR) for the project. This document will describe, at a high level, the functional, performance, non-functional, and enabling system requirements.

2.10.2 The CONSULTANT shall prepare a detailed level functional requirements document (DLFR) for the project.

2.10.3 The CONSULTANT shall prepare multiple copies of above documents and submit four (4) copies to the City (2 copies) and the CTDOT (2- copies and an electronic copy in .PDF format).

Task 3: Semi-Final Design

3.1 Semi-final design will not commence until all comments are received, a preliminary design review meeting is conducted, and the minutes from the meeting are accepted. The CONSULTANT shall incorporate the comments from the Preliminary design review and respond in writing.

3.2 The CONSULTANT shall hold one (1) utility meeting with affected utility companies and incorporate all comments. Documentation of field meetings and agreements made with affected utility companies will be prepared and submitted to the City making sure that permission has been obtained for the attachment, modification, or involvement of the utility companies. If there are substantial utility conflicts, the CONSULTANT shall have follow up meeting with utilities during final design. The CONSULTANT shall prepare and submit meeting minutes with conflict resolutions to the City and the CTDOT.

3.3 The CONSULTANT shall prepare a complete electrical cable design for each intersection in accordance with the guidelines set forth in the Division of Traffic Engineer's "Traffic Control Signal Manual".

3.4 The CONSULTANT shall prepare mast arm calculations in accordance with the CTDOT latest structural design for mast arm profile design.

3.5 The CONSULTANT shall prepare a detailed estimate sheet by location, and total proposal estimate.

3.6 The CONSULTANT shall prepare appropriate standard detail sheets and miscellaneous details necessary to construct the project.

3.7 The CONSULTANT shall prepare required standardized instructions provided by the City, project specifications and special provisions to the CTDOT Standard Specifications. The project specification will include standard details for Maintenance and Protection of traffic.

3.8 The CONSULTANT shall hold and/or attend up to four (4) meetings (including two coordination meetings with the design team) with the City and/or the CTDOT necessary to accomplish the semi-final design phase. The CONSULTANT shall prepare minutes of the meeting and submit it to the City and the CTDOT.

3.9 The CONSULTANT shall prepare the semi-final design package and submit five (5) copies to the City (3 copies) and the CTDOT (2- copies and an electronic copy in .PDF format). The design package will include the following:

- Title sheet
- Detailed estimate sheet
- Interconnect plan and details
- Plan sheets – traffic control signals
- Plan sheets – sign, pavement marking and Handicap ramp locations
- Plan sheets – City of Bridgeport Standard Details
- Typical details – signals and signs
- The Standard drawings for sign support, pavement markings, pull boxes, construction sign supports and channelizing devices
- Project specifications and special provisions on an 8 ½ by 11-inch format

3.10 <u>Communications Network (field side)</u>

3.10.1 The CONSULTANT shall prepare semi-final communications/interconnect plans showing location of the communication cable routing, number of cables and strands in each run, whether the run is in new conduit, existing conduit, or aerial, new/existing hand holes, manholes, and pole laterals for conduit runs.

3.10.2 The CONSULTANT shall prepare a semi-final communications architecture diagram and fiber allocation assignment schedule.

3.10.3 The CONSULTANT shall prepare detailed fiber optic splicing information in graphical as well as tabular format for all fiber optic splicing, including that to be performed in splice enclosures as well as in traffic signal cabinets.

3.11 <u>Communications Network (TMC side)</u>

3.11.1 The CONSULTANT shall incorporate all comments received from the City relative to the Preliminary Design submission, and shall prepare a semi-final TMC communications approach.

3.11.2 The CONSULTANT shall prepare a semi-final communications architecture block diagram that will reflect the City's objectives as well as the results of the communications needs analysis.

3.11.3 The CONSULTANT shall prepare semi-final rack layout details showing all proposed communications equipment, including communications servers, Ethernet switches, fiber distribution panels, as well as details showing any proposed revisions to the fiber optic

infrastructure within the facility.

3.12 TMC Design

3.12.1 The CONSULTANT shall review and prepare responses comments matrix (RCM), incorporate review comments received on the Preliminary Design submission and prepare a semi-final TMC design.

3.12.2 The CONSULTANT shall prepare semi-final rack layout and facility details and plans showing all proposed equipment, including traffic control system server, traffic monitoring camera server, digital video recorder, network attached storage, operator system components, video wall equipment, and computer network.

3.13 Systems Engineering

3.13.1 The CONSULTANT shall prepare, based on comments received from the City on the Preliminary Design, an updated high level functional requirements document (HLFR) and detailed level functional requirements document (DLFR) for the project.

3.13.2 The CONSULTANT shall prepare a system verification plan. This plan will describe how the system will be tested to ensure that it meets the high level and detailed level functional requirements. The verification plan will require that all high level and all detailed level functional requirements are thoroughly verified by the selected Contractor.

3.13.3 The CONSULTANT shall include in the semi-final design documents package the System Engineering Documents, including the high level functional requirements document, the detailed level functional requirements document, and the system verification plan.

Task 4: Final Design

4.1 Final design will not commence until all comments are received and authorized to proceed, a semi-final design review meeting is conducted, and the minutes from the meeting are accepted. The CONSULTANT shall provide response to comments matrix (RCM) and incorporate comments into the final design package.

4.2 The CONSULTANT shall finalize all plans, special provisions, quantity estimate, and the Systems Engineering documents including the high level / detail level functional requirements document, system verification plan, and the draft City advertised contract package.

4.3 The CONSULTANT shall hold and/or attend any meetings necessary to accomplish the final design stage (Assume two (2) meetings with the City and the CTDOT and two (2) meetings with the affected utility owners). The CONSULTANT shall prepare minutes of the meeting and submit it to the City and the CTDOT.

4.4 The CONSULTANT shall submit the following products:

- Four (4) sets of paper copies of final plans, project specifications, and Systems Engineering documents – Two (2) copies to the City and two copies (2- copies) to the CTDOT including an electronic copy in .PDF format.

- One (1) set of original Mylar of final plans for submission to the City

- For each location, and the interconnect plans, a CD containing the file (AutoCAD format) for each location plotted on Mylar with the seal of a Connecticut Licensed Professional Engineer affixed.

- Electronic copy of all 8 ½ by 11-inch project specifications, special provisions, and Systems Engineering documents.

Task 5: Engineering Services during Construction

The scope of work for engineering services during construction shall include the following services:

5.1. The CONSULTANT shall perform up to two cycles of shop drawing / catalogue-cuts / calculation reviews for each item in the construction contract.

5.2. The CONSULTANT shall prepare responses to Requests for Information submitted by the Contractor.

5.3. The CONSULTANT shall review and prepare responses to change orders submitted by the Contractor.

5.4. The CONSULTANT shall assist the City with meetings with contractors including pre-bid meeting, pre-construction meeting, and periodic status meetings.

5.5. The CONSULTANT shall coordinate and attend meetings with the city to address engineering design issues. A total of ten (10) meetings budgeted under this task.

5.6. The CONSULTANT shall assist the City with problem resolution relative to construction activities in the field as well as in the TMC.

5.7. The CONSULTANT shall review verification test plans submitted by the Contractor and shall make recommendations to the City with respect to the acceptability of the test plans.

- The CONSULTANT shall provide inspections of all completed construction activities including:

    - Traffic signal cabinets and all equipment contained therein.
    - Aerial work, including all signal wires and fiber optic cables.
    - Operation of traffic signal cabinet equipment.
    - All structures built as part of the project.
    - All detection equipment built as part of the project.
    - System Integration inspection and testing

- The CONSULTANT shall witness all verification testing performed by the Contractor, including:
    - Standalone testing of all field equipment at proposed signalized intersections.
    - Standalone testing of fiber optic infrastructure installed as part of the project.
    - Standalone testing of all TMC equipment installed as part of the project.
    - Operational acceptance testing of the complete system conducted from the TMC.
    - All additional testing, not already described above, that is contained within the approved verification test plans and test cases.

5.8. The CONSULTANT shall review all verification test results submitted by the Contractor and shall advise the City on the acceptability of the test results.

5.9. The CONSULTANT shall review training plans submitted by the Contractor, and shall advise the City as to the acceptability of the plans.

5.10. The CONSULTANT shall attend training executed by the Contractor, and shall advise the City as to the acceptability of the training.

Task 6: Construction Administration and Inspection

The Scope of Work for completing Construction Administration and Inspection services including daily field inspection, semi-final and final inspection of the completed project construction, and system fine tuning to be completed under a separate agreement.

SCHEDULE B
PAYMENT FOR SURVEY, PRELIMINARY ENGINEERING STUDIES, PRELIMINARY DESIGN AND FINAL DESIGN
REFER TO ARTICLE 46

1. PRELIMINARY ENGINEERING STUDY

The lump sum fee payment to the Consulting Engineer for work specified in Article 2 and more specifically described in Schedule A, Task 1 shall be $191,040.28.

2. PRELIMINARY DESIGN

The lump sum fee payment to the Consulting Engineer for work specified in Article 2 and more specifically described in Schedule A, Task 2 shall be $172,359.92.

3. SEMI-FINAL DESIGN

The lump sum fee payment to the Consulting Engineer for work specified in Article 2 and more specifically described in Schedule A, Task 3 shall be $174,744.07.

4. FINAL DESIGN

The lump sum fee payment to the Consulting Engineer for work specified in Article 2 and more specifically described in Schedule A, Task 4 shall be $67,541.82.

5. ENGINEERING SERVICES DURING CONSTRUCTION

The lump sum fee payment to the Consulting Engineer for work specified in Article 2 and more specifically described in Schedule A, Task 5 shall be $153,766.32.

DIRECT COST

The Consulting Engineer may bill direct costs for mileage, printing, mail, sub-contractors cost to a maximum of $50,834. The Consulting Engineer and subconsultants may bill direct costs for meals, subsistence and transportation, if applicable, in accordance with the latest State Travel Regulations-State Managers limiting amounts. All mileage, including that for rental cars, will be reimbursed at the current mileage rate only.

All direct costs must be substantiated by receipts and may not exceed the actual cost to the Consulting Engineer.

PROJECT COST ESTIMATE - Main Street Traffic Signal Improvements

City of Bridgeport - Projects 015-360
Firm Name: Vanasse Hangen Brustlin, Inc.
Description: Summary of all Tasks
Date: March 14, 2013 (Negotiated fee) - Revised 3-27-13

Vanasse Hangen Brustlin, Inc.

SUMMARY BY TASK

		Direct Salary	B.F O&P	Direct Costs	TOTAL
Task 1: Preliminary Engineering Study	*VHB*	$67,744.78	$123,295.50		$191,040.28
	VB Tech	$0.00	$0.00		$0.00
	Subtotal	$67,744.78	$123,295.50		$191,040.28
Task 2: Preliminary Design	*VHB*	$61,120.54	$111,239.38		$172,359.92
	VB Tech	$0.00	$0.00		$0.00
	Subtotal	$61,120.54	$111,239.38		$172,359.92
Task 3: Semi-Final Design	*VHB*	$50,599.74	$92,091.53		$142,691.27
	VB Tech	$11,960.00	$20,092.80		$32,052.80
	Subtotal	$62,559.74	$112,184.33		$174,744.07
Task 4: Final Design	*VHB*	$23,951.00	$43,590.82		$67,541.82
	VB Tech	$0.00	$0.00		$0.00
	Subtotal	$23,951.00	$43,590.82		$67,541.82
Task 5: Construction Services / Implementation Phase	*VHB*	$48,996.00	$89,172.72		$138,168.72
	VB Tech	$5,820.00	$9,777.60		$15,597.60
	Subtotal	$54,816.00	$98,950.32		$153,766.32
Non Labor Costs All Tasks				$50,834.00	$50,834.00
TOTAL		**$270,192.06**	**$489,260.35**	**$50,834.00**	**$810,286.41**

VHB - B.F.O & P = 1.82 (overhead at 156.39% and profit at 10%)
Sub-consultant - B.F.O & P= 1.68 (overhead at 152.27% and profit at 10%)

SAY **$810,286**

Summary of all Tasks

PROJECT COST ESTIMATE - Main Street Traffic Signal Improvements

City of Bridgeport - Projects 015-360
Firm Name: Vanasse Hangen Brustlin, Inc.
Description: Total Percent Labor-Hour Cost Estimate
Date: March 14, 2013 (Negotiated fee) - Revised 3-27-13

Vanasse Hangen Brustlin,

LABOR TASKS	VHB-Project Director	VHB-Project Manager	VHB-Senior Engineer (Signal Systems & Communications)	VHB-Project Engineer	VHB-Staff Engineer	VHB- Survey Party Chief	VHB- Surveyor	VHB-Technician/Cad Drafter	VHB-Admin. Assistant	VB Tech.-Project Manager	VB Tech.-Senior Engineer	VB Tech.- Engineer	VB Tech.-Admin. Assistant	TOTAL LABOR-HOURS
Task 1: Preliminary Engineering Study	60	290	140	400	640	0	0	16	10	0	0	0	0	1556
Task 2: Preliminary Design	32	100	90	136	190	56	1200	40	8	0	0	0	0	1852
Task 3: Semi-Final Design	24	140	210	330	314	0	0	50	20	40	180	32	0	1340
Task 4: Final Design	8	60	100	160	145	0	0	32	16	0	0	0	0	521
Task 5: Construction Services / Implementation Phase	60	340	260	120	140	0	0	0	0	8	80	44	0	1052
Total Hours	184	930	800	1146	1429	56	1200	138	54	48	260	76	0	6321
Percent of Total Labor-Hours	2.91%	14.71%	12.66%	18.13%	22.61%	0.89%	18.98%	2.18%	0.85%	0.76%	4.11%	1.20%	0.00%	100.00%

Labor Cost Summary by Task

PROJECT COST ESTIMATE - Main Street Traffic Signal Improvements

City of Bridgeport - Projects 015-360
Firm Name: Vanasse Hangen Brustlin, Inc.
Description: Total Labor Cost Estimate
Date: March 14, 2013 (Negotiated fee) - Revised 3-27-13

Vanasse Hangen Brustlin

LABOR	VHB-Project Director	VHB-Project Manager	VHB-Senior Engineer (Signal Systems & Communications)	VHB-Project Engineer	VHB-Staff Engineer	VHB- Surveyor (PLS)	VHB- Party Surveyor	VHB-Technician/Cad Drafte	VHB-Admin. Assistant	VB Tech.-Project Manager	VB Tech.-Senior Engineer	VB Tech.- Engineer	VB Tech.-Admin. Assistant	TOTAL LABOR-HOURS
TASKS														
HOURLY RATE	68.65	49.66	68.99	48.14	30.56	52.53	25.88	29.28	28.29	55.00	48.00	35.00	25.00	
Task 1: Preliminary Engineering Study														
1.1 Kick-off & coordination meetings (7)	12	36	12	24					8					92
1.2 Compile local condition data (photos, sketches)		8	8	16	16									48
1.3 ATR data and evaluation		2			4			2						8
1.4 TMC data (AM, Midday, PM, Saturday Midday) and prepare flow diagrams		8			24			12						44
1.5 Compile and review signal plans		12	4	4	8									28
1.6 Develop DHV/ Intersection capacity analysis	16	80		120	320									536
1.7 Intersection Queue analysis	0	6		24	0									30
1.8 Prepare time space diagrams (AM, Midday, PM, and Weekend)	8	12		24	80									124
1.9 Compile and evaluate accident data		8		40	80									128
1.10 Signal warrant analysis		2		2	8									12
1.11 Evaluate advanced warning devices		16		16										32
1.12 Inventory & evaluation of salvage materials		8		32										40
1.13 Engineering Design Report (EDR)	16	32	4	40	80									172
1.14 Communication network - field side		8	16	16										40
1.15 Communication network - TMC side		16	16	6	12									50
1.16 TMC design	2	12	16	4										34
1.17 Systems Engineering	2	16	40	16										74
1.18 Documentation (Tasks 1.14 - 1.18)	4	8	24	16	8			2	2					64
TOTAL LABOR HOURS	60	290	140	400	640	0	0	16	10	0	0	0	0	1556
TOTAL COST PER LABOR CATEGORY	4119.00	14401.40	9658.60	19256.00	19558.40	0.00	0.00	468.48	282.90	0.00	0.00	0.00	0.00	

TASK 1 - Preliminary Engineering Study

PROJECT COST ESTIMATE - Main Street Traffic Signal Improvements

City of Bridgeport - Projects 015-360
Firm Name: Vanasse Hangen Brustlin, Inc.
Description: Total Labor Cost Estimate
Date: March 14, 2013 (Negotiated fee) - Revised 3-27-13

VHB Vanasse Hangen Brustlin,

LABOR TASKS	VHB-Project Director	VHB-Project Manager	VHB-Senior Engineer (Signal Systems & Communications)	VHB-Project Engineer	VHB-Staff Engineer	VHB- Surveyor (PLS)	VHB- Party Surveyor	VHB-Technician/Cad Drafter	VHB-Admin. Assistant	VB Tech.-Project Manager	VB Tech.-Senior Engineer	VB Tech.- Engineer	VB Tech.-Admin. Assistant	TOTAL LABOR HOURS
HOURLY RATE	68.65	49.66	68.99	48.14	30.56	52.53	25.88	29.28	28.29	55.00	48.00	35.00	25.00	
Task 2: Preliminary Design														
2.1 Compile ROW plans/A-2 survey		4				16	80							100
2.2 Planimetric survey and mapping		4		16		40	1120							1180
2.3 30-scale plan - signals	16	32	8	60	80			12						208
2.4 Preliminary cost estimate		4	2	24	32									62
2.5 Coordination meetings (City/DOT) / Public information meeting	8	16	8	0	2			8	4					46
2.6 Prepare preliminary design (PD) package	2	4	0	4	16				4					30
2.7 Communication network - field side		4	16		32									52
2.8 Communication network - TMC side		8	8		12									28
2.9 TMC design	2	8	8		16			8						42
2.10 Systems Engineering	4	16	40	32				12						104
TOTAL LABOR HOURS	32	100	90	136	190	56	1200	40	8	0	0	0	0	1852
TOTAL COST PER LABOR CATEGORY	2196.80	4966.00	6209.10	6547.04	5806.40	2941.68	31056.00	1171.20	226.32	0.00	0.00	0.00	0.00	

TASK 2 - Preliminary Design

PROJECT COST ESTIMATE - Main Street Traffic Signal Improvements

City of Bridgeport - Projects 015-360
Firm Name: Vanasse Hangen Brustlin, Inc.
Description: Total Labor Cost Estimate
Date: March 14, 2013 (Negotiated fee) - Revised 3-27-13

VHB Vanasse Hangen Brustlin, Inc.

LABOR TASKS	VHB-Project Director	VHB-Project Manager	VHB-Senior Engineer (Signal Systems & Communications)	VHB-Project Engineer	VHB-Staff Engineer	VHB- Surveyor (PLS)	VHB- Party Surveyor	VHB-Technician/Cad Drafter	VHB-Admin. Assistant	VB Tech.-Project Manager	VB Tech.-Senior Engineer	VB Tech.- Engineer	VB Tech.-Admin. Assistant	TOTAL LABOR-HOURS
HOURLY RATE	68.65	49.66	68.99	48.14	30.56	52.53	25.88	29.28	28.29	55.00	48.00	35.00	25.00	
Task 3: Semi-Final Design														
3.1 PD comments review/responses	2	8	4	10					0					24
3.2 Meeting with utility companies	6	12			12									30
3.3 Signal electrical design		8	16	40	60									124
3.4 Span pole/mast arm Design		8		32						40	180	32		292
3.5 Detailed estimate		4	8	24	48									84
3.6 Standard and miscellaneous details		2	0	0	24			4						30
3.7 Project Specifications and Special Provisions	1	24	32	80					16					153
3.8 Coordination meetings (City/DOT)	6	20	8	8										42
3.9 Prepare Semi-final design (SFD) package	1	2		16	16				4					39
Title sheet/index layout plans				0	2									2
Detailed estimate sheet		2		8				0						10
Interconnect plan, patch panel details and splice tables		4	16	16				16						52
30-scale plans - signals		16	24	40	80									160
30-scale plans - signs, pavement markings and handicap ramps		8		24	32			16						80
3.10 Communication network - field side		2	8	16				6						32
3.11 Communication network - TMC side		2	8	8				4						22
3.12 TMC design		2	6	8				4						20
3.13 Systems Engineering	8	16	80		40			0						144
TOTAL LABOR HOURS	24	140	210	330	314	0	0	50	20	40	180	32	0	1340
TOTAL COST PER LABOR CATEGORY	1647.60	6952.40	14487.90	15886.20	9595.84	0.00	0.00	1464.00	565.80	2200.00	8640.00	1120.00	0.00	

TASK 3 -Semi -Final Design

PROJECT COST ESTIMATE - Main Street Traffic Signal Improvements

City of Bridgeport - Projects 015-360
Firm Name: Vanasse Hangen Brustlin, Inc.
Description: Total Labor Cost Estimate
Date: March 14, 2013 (Negotiated fee) - Revised 3-27-13

VHB *Vanasse Hangen Brustlin, I*

LABOR TASKS	VHB-Project Director	VHB-Project Manager	VHB-Senior Engineer (Signal Systems & Communications)	VHB-Project Engineer	VHB-Staff Engineer	VHB- Surveyor (PLS)	VHB- Party Surveyor	VHB-Technician/Cad Drafter	VHB-Admin. Assistant	VB Tech.-Project Manager	VB Tech.-Senior Engineer	VB Tech.- Engineer	VB Tech.-Admin. Assistant	TOTAL LABOR-HOURS
HOURLY RATE	68.65	49.66	68.99	48.14	30.56	52.53	25.88	29.28	28.29	55.00	48.00	35.00	25.00	
Task 4: Final Design														
4.1 SFD comments review / responses	2	8	8	24	16									58
4.2 Prepare final design (FD) package														
Traffic signal electrical design (update)		4	8	16	36									64
Quantity take-off (update)		2	8	16	24									50
Title sheet				0	1									1
Detailed estimate sheet		2	2		4			0						8
Interconnect plan and details		2	8	16				2						28
30-scale plans - signals		4	8	24	32			8						76
30-scale plans - signs, pavement markings and handicap ramps		2	2	16	16			8						44
Standard and miscellaneous details				0				2						2
Project specifications and special provisions		4	16	16					8					44
Systems Engineering documents		8	40	16										64
4.3 Coordination meetings (City/DOT)	2	16		8										26
4.4 Final design submission to the City and Conndot	4	8		8	16			12	8					56
TOTAL LABOR HOURS	8	60	100	160	145	0	0	32	16	0	0	0	0	521
TOTAL COST PER LABOR CATEGORY	549.20	2979.60	6899.00	7702.40	4431.20	0.00	0.00	936.96	452.64	0.00	0.00	0.00	0.00	

PROJECT COST ESTIMATE - Main Street Traffic Signal Improvements

City of Bridgeport - Projects 015-360
Firm Name: Vanasse Hangen Brustlin, Inc.
Description: Total Labor Cost Estimate
Date: March 14, 2013 (Negotiated fee) - Revised 3-27-13

VHB *Vanasse Hangen Brustlin, I*

LABOR TASKS	VHB-Project Director	VHB-Project Manager	VHB-Senior Engineer (Signal Systems & Communications)	VHB-Project Engineer	VHB-Staff Engineer	VHB- Surveyor (PLS)	VHB- Party Surveyor	VHB-Technician/Cad Drafter	VHB-Admin. Assistant	VB Tech.-Project Manager	VB Tech.-Senior Engineer	VB Tech.- Engineer	VB Tech.-Admin. Assistant	TOTAL LABOR HOURS
HOURLY RATE	68.65	49.66	68.99	48.14	30.56	52.53	25.88	29.28	28.29	55.00	48.00	35.00	25.00	
Task 5: Construction Services / Implementation Phase														
5.1 Review of shop drawings/catalogue cuts/calculations (2-cycles)	2	16	32	40						8	80	44		222
5.2 Responses to RFI's (total of 20)		16	20	8	40									84
5.3 Change order preparation (total of 10)		8	8	24	32									72
5.4 Meetings-prebid, preconstruction, utility, & periodic (total of 20)	16	60	24	24										124
5.5 Construction coordination with the City (total of 10)	40	120	40	24										224
5.6 Construction engineering problem resolution	2	16	24		24									66
5.7 Test plans verification		16	24		24									64
5.8 Obtain and review test results from contractor		40	80		20									140
5.9 Review training plans		16	8											24
5.10 Attend training		32												32
TOTAL LABOR HOURS	60	340	260	120	140	0	0	0	0	8	80	44	0	1052
TOTAL COST PER LABOR CATEGORY	4119.00	16884.40	17937.40	5776.80	4278.40	0.00	0.00	0.00	0.00	440.00	3840.00	1540.00	0.00	

PROJECT COST ESTIMATE - Main Street Traffic Signal Improvements

City of Bridgeport - Projects 015-360
Firm Name: Vanasse Hangen Brustlin, Inc.
Description: Total Direct Cost Estimate
Date: March 14, 2013 (Negotiated fee) - Revised 3-27-13

Vanasse Hangen Brustlin, Inc.

	UNITS	UNIT PRICE	QUANTITY	COST
TRAVEL				
Mileage	Miles	$0.555	9,800	$5,439.00
Air				$0.00
Parking/Tolls/Gasoline	$	at cost		$0.00
Car Rental	days			$0.00
SUBSISTENCE/FOOD & LODGING				
Hotel	$ per day			$0.00
Meals	$ per day			$0.00
REPRODUCTION				
Photocopies	Page	$0.08	54000	$4,320.00
Bond B&W Plots	sq. ft.	$2.00		$0.00
Mylar B&W Plots	sq. ft.	$5.70	700	$3,990.00
Bond B&W Copies	sq. ft.	$0.28	30000	$7,650.00
Color Copies (8.5 x 11)	Page	$0.50	500	$250.00
Color Plotting	sq. ft.	$4.00	50	$200.00
Drawing Mounting	sq. ft.	$3.80	50	$190.00
COMMUNICATION				
Long Distance Telephone	$	at cost		$0.00
Facsimile	Page/outgoing	$0.34		$0.00

	UNITS	UNIT PRICE	QUANTITY	COST
POSTAGE AND SHIPPING				
US Mail - Letters/Documents	each	$0.45	100	$45.00
US Mail - Postcards	each	$0.23		$0.00
US Mail - Packages	each	$12.00	50	$600.00
Overnight Mailing Service	each	$15.00	10	$150.00
MISCELLANEOUS				
Traffic Data Collection (ATR, TMC counts)	LS		1	$25,000.00
Record plan copies	LS		1	$1,000.00
VB Technologies, Inc. Direct Costs	LS		1	$2,000.00
TOTAL EXPENSES				$50,834.00

SCHEDULE C

PAYMENT FOR SOILS BORINGS AND TESTING
REFER TO ARTICLE 33
PAYMENT FOR REVIEW OF SHOP PLANS
REFER TO ARTICLE 34
PAYMENT FOR CONSULTATION DURING CONSTRUCTION
REFER TO ARTICLE 35

1. ~~PAYMENT FOR SOILS WORK~~ (DNA)

~~The payment to the Consulting Engineer for soils borings and testing, as specified in Article 3, paragraphs 1 and 2 shall be paid in accordance with the provisions of Article 33 if this service is requested by the Municipality.~~

2. REVIEW OF SHOP PLANS

The lump sum fee payment to the Consulting Engineer for review of shop plans, as specified in Article 5, Paragraphs 1 and 2 shall be paid in accordance with Schedule A, Task 5, if this service is requested by the Municipality.

3. CONSULTATION DURING CONSTRUCTION

Paid under the terms of Schedule "A", Task 5.

SCHEDULE D
PAYMENT FOR EXTRA WORK
REFER TO ARTICLE 8

1. The certification of the payroll shall be dated, signed, and read as follows: "I, (Name of Company Official and Title), do hereby certify that during the period covered by this payroll all personnel shown were working on approved Extra Work, and their classification, rate of pay, hours worked, and amount earned is a true and accurate report."

2. The maximum hourly rate for each classification of employee to be used for such purpose shall be as follows and additional classifications if required must be submitted to the Municipality for prior written approval.

CLASSIFICATION OF EMPLOYEE	MAXIMUM HOURLY RATE OF PAY
Classification and rates to be determined during negotiations for Extra Work.	

3. A certified percentage of the certified payroll for burden, fringe, and overhead costs will be added to the certified payroll costs. For progress payment purposes, the percentage for burden, fringe, and overhead costs will be determined during negotiations. The percentage will be revised annually based on a State approved audit of burden, fringe, and overhead costs of the previous year's experience. A final adjustment based on a State approved audit will be made to all progress payments reflecting the actual percentage for burden, fringe, and overhead experienced during each calendar year in which the work was performed.

4. To the certified payroll plus burden, fringe and overhead costs shall be added a fixed fee for profit to be determined upon submission of an authorized Extra Work Claim.

5. The fixed fee for profit will not vary with the actual cost of the work but it may be increased by a supplemental agreement if the scope of the work under this Schedule is enlarged. The fee may be decreased without a supplemental agreement if (a) the work under this Schedule is decreased, (b) a termination occurs, or (c) the Agreement is allowed to expire when available State funds are exhausted before the work is completed.

6. Overtime work, when authorized by the Municipality, shall be paid for by the Municipality at "straight time" rates except when otherwise required by law or regulation or when otherwise approved by the Municipality. The surcharge for burden, fringe, and overhead shall be applied only to the "straight time" portion of overtime pay.

7. The total payment for Extra Work shall not exceed $81,029.

SCHEDULE E
MAXIMUM PAYMENT BY THE MUNICIPALITY
REFER TO ARTICLE 48

1. PAYMENT FOR PRELIMINARY ENGINEERING STUDY, PRELIMINARY DESIGN, SEMI-FINAL DESIGN, FINAL DESIGN, ENGINEERING SERVCIES DURING CONSTRUCTION, AND DIRECT COSTS,

The total payment contained in Schedules B and C for work specified under this Agreement exclusive of Extra Work shall not exceed $810,286.

2. EXTRA WORK

The total payment for Extra Work as specified in Schedule D shall not exceed $81,029.

3. MAXIMUM PAYMENT BY THE MUNICIPALITY

The total payment for work specified under this Agreement shall not exceed $891,315.

CITY OF BRIDGEPORT
ENGINEERING DEPARTMENT
CITY HALL - 45 Lyon Terrace
Bridgeport, Connecticut 06604-4023
Telephone (203) 576-7211
Fax (203) 576-7154

COMM. #62-12 Ref'd to Public Safety & Transportation Committee on 04/15/2013.
(Ref. #36-11)

April 9, 2013

Honorable Body of the City Council
Bridgeport, Connecticut

Re: **State Project 15-358 Federal Aid Project 1015(124)**
Iranistan Avenue – Installation of Sidewalks from State Street to Railroad Avenue
Utilizing Funding from the STP-Urban Program

Resolution for Authorization to sign State of Connecticut and City Agreement

Ladies and Gentlemen:

In order to proceed with project implementation for the above-referenced project, it is necessary to provide the State of Connecticut with a resolution authorizing the Mayor to sign the agreement entitled "Agreement between the State of Connecticut and the City of Bridgeport for the Construction, Inspection and Maintenance of Iranistan Avenue Sidewalk Replacement utilizing Federal Funds under the Urban Component of the Surface Transportation Program"

The project was previously approved by City Council on February 6, 2012. The additional resolution authorizing signature is required by the Department of Transportation.

We are, therefore, requesting that the City Council approve the Resolution attached.

Should you have any questions regarding the above, please do not hesitate to contact us.

Very truly yours,

Jon Urquidi
Engineering Supervisor

Enclosures
c: Mayor Bill Finch
Andrew Nunn, CAO
Charlie Carroll, Public Facilities
Bobby Kennedy, Public Facilities
David Cote, Engineering

RECEIVED
CITY CLERK'S OFFICE
2013 APR 10 A 10: 23

I:Engineering/15-358 Iranistan Avenue Sidewalks/City Council Docs/City Council agreement letter 4.09.13

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546
Phone: 860 594-3219

April 3, 2013

The Honorable Bill Finch
Mayor
City of Bridgeport
City Hall
45 Lyon Terrace
Bridgeport, Connecticut 06604

Dear Mayor Finch:

Subject: State Project No. 15-358
Federal-Aid Project No.: 1015(124)

Enclosed are two original copies of an Original Construction Agreement for the replacement of the Iranistan Avenue sidewalks.

Please do the following promptly:

1. Your signature and those of two witnesses should be affixed to the two copies of the Agreement. Please sign your name as it appears on the signatory page.

2. The witnesses shall sign in the same order on the two copies of the Agreement.

3. The witnesses' names shall be typed beneath their signatures.

4. The Town seal shall be affixed upon all copies of these Agreements.

5. The original council resolution (see enclosed sample) authorizing you, by name and title, to sign these copies of the Agreements. For consistency, please see that your name appears the same in the resolution as shown in the preamble and signatory pages of these Agreements.

Please return two signed copies of these Agreements on or before May 1, 2013 so that we may process them for State signatures. These agreements must be signed no later than 30 days of the date of the original council resolution. A fully executed copy of the Agreement will be returned to you upon its completion.

Very truly yours,

Hugh H. Hayward, P.E.
Principal Engineer
Bureau of Engineering and Construction

Enclosures

An Equal Opportunity Employer
Printed on Recycled or Recovered Paper

State Project No. 15-358
Federal-Aid Project No. 1015(124)

RESOLUTION

RESOLVED, that Bill Finch, Mayor, is hereby authorized to sign the Agreement entitled "Agreement between the State of Connecticut and the City of Bridgeport for the Construction, Inspection and Maintenance of Iranistan Avenue Sidewalk Replacement utilizing Federal Funds under the Urban Component of the Surface Transportation Program", and any and all contracts or documentation required to complete the proposed project..

ADOPTED BY THE _____ OF THE CITY OF

BRIDGEPORT, CONNECTICUT, THIS _____ DAY OF _____, 2013.

Clerk

Seal

Date

Agreement No.
CORE ID No.

AGREEMENT
BETWEEN THE STATE OF CONNECTICUT
AND
THE CITY OF BRIDGEPORT
FOR THE CONSTRUCTION, INSPECTION AND MAINTENANCE
OF
IRANISTAN AVENUE SIDEWALK REPLACEMENT
UTILIZING FEDERAL FUNDS
UNDER THE
URBAN COMPONENT OF
THE SURFACE TRANSPORTATION PROGRAM

State Project No.15-358 Federal-Aid Project No. 1015(124)

THIS AGREEMENT, concluded at Newington, Connecticut, this day of , 2013, by and between the State of Connecticut, Department of Transportation, James Redeker, Commissioner, acting herein by Thomas A. Harley, P.E., Bureau Chief, Bureau of Engineering and Construction, duly authorized, hereinafter referred to as the "State", and the City of Bridgeport, City Hall, 999 Broad Street, Bridgeport, Connecticut 06604, acting herein by Bill Finch, Mayor, hereunto duly authorized, hereinafter referred to as the "Municipality", or collectively referred to as the "Parties".

WITNESSETH, THAT,

WHEREAS, the required contract plans, specifications and estimates have been prepared for the replacement of the existing sidewalks along Iranistan Avenue from State Street to Railroad Avenue for a distance of approximately 2,800 feet, and

WHEREAS, said improvements include, but are not limited to, the replacement of the existing sidewalks and pedestrian ramps, the removal of existing trees and installation of new trees, herein identified as State Project No.15-358 and Federal-aid Project No. 1015(124), hereinafter referred to as the "Project", and

WHEREAS, the Municipality shall be responsible for the construction phase of the Project, which includes, but is not limited to, administration, inspection, and construction engineering services in conjunction therewith, and

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A legacy for Users (SAFETEA-LU) and/or Moving Ahead for Progress in the 21st Century (MAP-21) provides funding authorization for "Federal-aid highways, highway safety programs, and transit programs, and for other purposes," and

WHEREAS, the State is exempt from any liability in conjunction with the subject Project pursuant to Section 13a-153 of the Connecticut General Statutes, as revised, and

WHEREAS, Section 13a-165 of the Connecticut General Statutes, as revised, provides that the Commissioner of Transportation is authorized... "(b) to apply for and to obtain moneys, grants, or other benefits from the United States or any agency thereof in connection with roads, bridges or highways and (c) to approve all programs, conclude all agreements, accept all deeds, make all claims for payment, certify all matters and do any and all other acts and things necessary or desirable to meet the requirements of and obtain such moneys, grants or benefits from the United States or other agency thereof.", and

WHEREAS, the Municipality has requested that federal funding be obligated so that Project-related construction activities can be authorized.

NOW, THEREFORE, FOR GOOD AND OTHER VALUABLE CONSIDERATION: THE PARTIES HERETO AGREE AS FOLLOWS:

DEFINITIONS:

The following definitions shall apply to this Agreement:

The term "Claims" as used herein is defined as all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

The term "Municipality Parties" as used herein is defined as 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 Agreement in any capacity.

The term "Project" as used herein is defined as the replacement of the existing sidewalk and pedestrian ramps along Iranistan Avenue from the intersection of State Street to the intersection of Railroad Avenue for a distance of approximately 2,800 feet, including the removal of existing trees and the installation of new trees.

The term "Records" as used herein is defined as all working papers and such other information and materials as may have been accumulated by the Municipality in performing the Agreement, 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.

The term "State" as used herein is defined as State of Connecticut, including the Department of Transportation ("Department"), and any office, department, board, council, commission, institution or other agency or entity of the State.

ARTICLE I. THE MUNICIPALITY SHALL:

(1) Designate an individual to act as liaison with the State to provide for the proper interchange of information during the construction phase of the Project and all activities related thereto.

(2) In accordance with Section 13a-98f of the General Statutes of Connecticut, as revised, "issue an appropriate order to any utility to readjust or relocate in or remove its utility facility at its own expense from any such federal surface transportation urban program roadway or facility as is deemed necessary by the municipality,". . ."provided the cost of readjusting, relocating or removing any municipally-owned utility facility shall be apportioned on the same basis as the cost of constructing such roadway or facility,". . . located within the municipal right-of-way and the Municipality shall take all necessary legal action provided under Section 7-148 of the Connecticut General Statutes, as revised, to enforce compliance with the issuance of such order.

Any delays resulting in charges or claims by the Municipality's Prime Contractor which are the result of the failure of any utility to readjust or relocate in or remove its facilities within the area impacted by the Project because of the failure of the Municipality to carry out its responsibility, as outlined in the first paragraph of this Article I., Paragraph (2), shall become the responsibility of the Municipality.

(3) Incorporate, if applicable, the "Special Provisions, Disadvantaged Business Enterprises" requirements set forth in Exhibit A, Schedule 1 (attached herewith), dated February 26, 2009, as may be revised from time to time, as a material term of any contract or agreement the Municipality enters into with its Prime Contractor, and if applicable, its Inspection Consultant. The Municipality shall also include the applicable contract goal established by the State for the Project in any contract and/or agreement it enters into with its Prime Contractor, and if applicable, its Inspection Consultant.

(4) Incorporate, if applicable, the "Special Provisions, Small Business Participation Pilot Program" requirements set forth in Exhibit A, Schedule 2 (attached herewith), dated February 3, 2009, as may be revised from time to time, as a material term of any contract or agreement the Municipality enters into with its Prime Contractor, and if applicable, its Inspection Consultant. The Municipality shall also include the applicable contract goal established by the State for the Project in any contract and/or agreement it enters into with its Prime Contractor, and if applicable, its Inspection Consultant.

(5) Advertise, receive bids, award a contract or contracts, make payments to a contractor or contractors, and administer construction activities associated with the Project, upon written approvals by the State, separate from this Agreement.

(6) Obtain bids for all Project items to be supplied or constructed by the Municipality's Prime Contractor utilizing a bidding procedure, which must be in compliance with Federal requirements (Title 23, Chapter I, Part 635) and must be reviewed and approved by the State prior to advertisement of the Project. The Municipality shall comply with and include the following documents as a part of its Project bid documents and its contract for each Project:

(a) The "State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, and Incidental Construction Form 816" ("Form 816"), as may be amended from time to time;

(b) Any Supplemental Specification(s) to Form 816;

(c) "Required Contract Provisions" (Form PR-1273), set forth in Exhibit A, Schedule 3 (attached herewith) as may be revised from time to time; and

(d) Connecticut Required Contract Provisions, State of Connecticut and attachments thereto, as may be amended from time to time.

(7) Obtain the Bid, Performance and Payment Bonds in accordance with Form 816. The Municipality shall analyze all bids, submit a bid summary, including the non-collusion affidavit that the Municipality has received, and any other applicable bid submission requirements pursuant to the Specifications, and request in writing the State's approval to award the Project to the lowest responsible bidder. The Municipality shall receive in writing, and review to ensure that the following pre-award documents are acceptable prior to the award of the contract to the lowest responsible bidder:

(a) Disadvantaged Business Enterprises and/or Small Business Participation Pilot Program documentation is in order;

(b) A schedule of progress or time chart for the Project has been developed by the Prime Contractor and submitted in writing to the Municipality; and

(c) A complete statement of the origin and manufacturer of any manufactured materials to be used in the construction phase of the Project has been furnished. In conjunction therewith, the "Anticipated Source of Material - CON 83" form will be provided by the State.

After verification by the Municipality, the State shall affirm in writing that the affirmative action and pre-award requirements (indicated in Article I., Paragraph (7), subparagraphs (a) and (c) herein) have been complied with.

(8) Make no change which will increase the cost of the Project or alter the character or scope of work without prior State approval. In addition, the Municipality shall not grant any contract time extensions without advanced State approval.

(9) Notify the State as to the commencement of the Project's construction activities via the "CON 100M" Form in Exhibit A, Schedule 4 (attached herewith). Failure to properly file this form with the State shall jeopardize the Federal share of the funding for the Project and shall result in the Municipality being responsible for all Project costs.

(10) Provide administration, inspection, field density testing and construction engineering services during the construction phase of the Project. The construction engineering services may include, but not be limited to, consultation, advice, visits to the work site, design services as may be required and review and approval of all shop details and construction drawings received from the Prime Contractor. The Municipality shall also submit to the State for review and approval, the name(s) and qualifications of the Municipality's individual(s) responsible for the administration and inspection of the Project prior to advertising the Project.

(11) Prepare and submit to the State for review, any proposed agreements or contracts in conjunction with the Project between the Municipality and consultants and/or contractors to affirm compliance with State and Federal requirements as well as to obtain written approval as to form and content of said documents prior to the Municipality's execution thereof. In addition, all extra work claims submitted by consultants and/or contractors to the Municipality must be approved, in writing, by the State prior to the Municipality granting said consultants and/or contractors authorization to proceed.

No reimbursable costs may be incurred by the Municipality in conjunction with consultant agreements or supplements to consultant agreements prior to the State's written approval of same.

The Municipality hereby acknowledges and agrees to comply with the guidelines set forth in Exhibit A, Schedule 5 (attached herewith), Policy No. F&A-30, dated April 12, 2006; Subject: Maximum Fees for Architects, Engineers and Consultants and the Office of Policy and Management's General Letter No. 97-1, dated November 21, 1996, set forth in Exhibit A, Schedule 6 (attached herewith).

The Municipality shall ensure that all parties to the Project contract are in compliance with the audit requirements set forth in Title 48, Section 31 of the Code of Federal Regulations (CFR) and Title 23, Section 172 CFR, as revised, when retaining consultants.

(12) Perform the functions and operations described in the "Department of Transportation, Bureau of Engineering and Construction, Construction Manual, Office of Construction, January 2011"; "Construction Engineering and Inspection Information Pamphlet for Consultants, Connecticut Department of Transportation, Office of Construction, August 2008"; "Municipality Manual-Connecticut Department of Transportation, Bureau of Engineering and Highway Operations, Office of Construction, July 2008"; "Pamphlet for Monitoring Performance and Payment Requests for Consultants, June 1994"; "Materials Testing Manual, 2004, Chapter 7, entitled "Schedule of Minimum Requirements for Sampling Materials for Test"; "Public Service Facility Policy and Procedures for Highways in Connecticut, November 2008"; "Utility Accommodation Manual, Connecticut Department of Transportation, February 2009"; "Title 23, Code of Federal Regulations, Part 645, Subpart A and Subpart B, and all revisions and supplements thereto. The performance of these functions and operations shall be in accordance with the policies and procedures of the State set forth in the documents enumerated in Article I., Paragraph (12)(c) herein, which may be amended by the State under the terms of this Agreement. Said functions and operations

also include, but are not limited to:

(a) Review and approval of all shop plans and construction drawings received from the Prime Contractor;

(b) Maintenance and protection of all construction records at the field office for review, and use at all times. These records shall be retained by the Municipality for a period of seven (7) years after issuance of the Project's Certification of Acceptance or three (3) years after the final federal payment has been made, whichever is later, providing there is no pending litigation; and

(c) All other operations which become necessary to properly inspect the work of the Prime Contractor to obtain compliance with the Form 816, Supplemental Specifications, as revised, Special Provisions related to the Project and all other Project contract documents and memoranda shall be the responsibility of the Municipality.

The documents named or described in this Article I., Paragraph (12) are hereby incorporated into and made a part of this Agreement by reference and, in all applicable respects, shall govern the conduct of the parties to this Agreement and any parties performing work on the Project. Where any of these documents have been written to govern contractual relations between the State and a contractor, they shall be read and applied as though written to govern the relations between the Municipality and its Prime Contractor and subcontractor(s).

(13) Cooperate fully with the State and permit the State and/or the Federal Highway Administration ("FHWA") to review, at any time, all work performed under the terms of this Agreement and all Project records pertaining thereto including all inspections by Federal Inspector Generals.

(14) Agree that if at any time during the construction phase of the Project, the State determines that the administration of the Project by the Municipality is not adequate, the State may take over or supplement the administration of the Project. The additional costs associated with this action, if any, shall be considered part of the Project costs and shall be funded in accordance with the terms of this Agreement.

(15) (a) Deposit with the State, upon demand, the sum of Seventeen Thousand One Hundred Twenty Dollars ($17,120), which sum represents the Municipality's proportionate share of the estimated cost of State-provided services, as shown under Article III., Paragraph (45), Item "N", of this Agreement.

(b) Deposit with the State, upon demand, the sum of sum of Zero Dollars ($0), for the depreciation reserve credit of the municipally-owned utility facility being replaced and the value of any materials salvaged from the existing facility, as shown under Article III, Paragraph (45), Item "O" of this Agreement.

(16) Participate in the cost of sidewalks constructed as part of the Project only as noted in the Connecticut Department of Transportation Policy Statement, Policy No. E&C-19, as may be revised.

(17) Obtain for the Prime Contractor, the right to enter into and pass over and utilize the right-of-way owned by the Municipality, as may be required for the construction phase of the Project.

(18) Agree that in the event the approved construction cost, based on low bid, exceeds the estimated construction cost indicated in Article III., Paragraph (45) of this Agreement, the Municipality shall: (1) pay for the additional amount of the increased construction cost, or (2) reduce the Project's scope in order to not exceed the estimated construction cost as indicated in Article III., Paragraph (45) of this Agreement, or (3) terminate the Project. Notification in writing by certified mail of the Municipality's

decision shall be provided to the State within thirty (30) days of bid opening.

(19) Document expenses by recording all contractor's costs, consultant fees and all municipal costs including payroll hours on time sheets, material purchases (including bills), and equipment charges. Equipment rates will be based on a municipal audit, if available, acceptable to the State. In the absence of acceptable municipal rates, the rental rate(s) shall be established in accordance with Section 1.09.04(d) of the "State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, and Incidental Construction – Form 816," and Supplemental Specifications, as revised.

(20) Pay one hundred percent (100%) of all construction costs which are the result of errors and/or omissions, solely of the Municipality or its consultant(s), in the contract plans, specifications and estimates or due to inadequate administration, inspection and/or construction engineering services. The percentage(s) derived from the ratio of the total cost of all State-provided services to the total construction cost, as determined by a post-construction audit, will be used to determine the cost of State-provided services incurred due to said errors and/or omissions.

(21) Pay for all construction related costs, without reimbursement, in the event the Project is cancelled by the Municipality without proper justification. The Municipality may request cancellation of the Project, and if the Parties determine it is in the best interests of the State and subsequently approved in writing by the FHWA to be acceptable, Federal participation in expenditures may be provided up to the allocable percentage of acceptable work completed to the approved date of cancellation.

(22) Pay for advertising, construction contract items, administration, inspection and construction engineering services, including assistants and/or consultants or contractors, rendering professional, technical, engineering or other assistance and advice during the construction phase of the Project. Expenditures approved by the State will be reimbursed under the provisions of Article II., Paragraphs (31) and (35), and Article III., Paragraph (45) of this Agreement. Written documentation shall be provided to the State indicating procedures utilized for the employment of municipal forces and/or retention of consultants providing Administrative and Inspection services for the Project.

(23) Assume all responsibility and liability for:

(a) The proper maintenance and operation of all the Municipality's facilities constructed as part of this Project, upon completion of the Project, to the satisfaction of the State and the FHWA.

(b) Maintenance of traffic control signals on municipally maintained roadways (if signals are constructed as part of this Project) upon satisfactory completion of the 30-day acceptance test period.

(c) The payment for electrical energy from such time as it is required for traffic signals and/or illumination installed on this Project, located on municipally maintained roadways, or at locations containing at least one roadway that is maintained by the Municipality.

(d) Periodic inspection, maintenance and repairs to all railroad bridges located within the railroad right-of-way during the construction/inspection phases of the Project as well as after all work on the Project has been completed.

(e) Any and all claims by the Prime Contractor.

(24) Notify the State, in writing, when the construction phase of the Project has been completed and provide the State, if requested in writing, reproducible copies of the "as built" plans for the Project.

(25) Maintain and enforce all traffic regulations, during and upon completion of the Project, to conform to State and municipal traffic laws, ordinances and regulations.

(26) Assume all maintenance responsibilities for the facilities constructed as part of this Project upon "Acceptance" of the work by the Municipality.

(27) (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 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 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 other person or entity 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 Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Municipality shall name the State as an additional insured on the policy. The Department shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Department or the State is contributorily negligent.

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

(28) Agree that, nothing in this 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 State, at law or in equity, under this Agreement, including, but not limited to, those relating to damages.

(29) Obtain insurance for the Project as follows:

(a) With respect to the operations that the Municipality performs or engages a Prime

Contractor to perform, and also those that are performed by subcontractors of the Prime Contractor, in conjunction with the Project, the Municipality shall carry, and/or shall require its Prime Contractor (i) to carry and (ii) to impose on its subcontractors the requirement to carry, for the duration of the Project, the insurance requirements set forth in the Form 816 at (i) Section 1.03.07 "Insurance," and (ii) specifically with respect to any working drawings prepared by a designer, Section 1.05.02(2)(a) "Plans, Working Drawings and Shop Drawings". With respect to Section 1.05.02(2)(a), evidence of the Professional Liability Insurance Policy may be submitted on forms acceptable to the State.

(b) With respect to the Construction Inspection activities that the Municipality performs or engages an Inspection Consultant to perform, and also those that are performed by any subconsultant of the Inspection Consultant, in conjunction with the Project, the Municipality shall carry and/or shall require its Inspection Consultant for the Project (i) to carry and (ii) to impose on its subconsultants the requirement to carry, for the duration of the Project, the insurance requirements set forth in Form 816 at Section 1.03.07 Items (1), (2), (3), (5), (7), (8) "Insurance." For the purposes of this subparagraph (b), any reference in the Standard Specifications to "Contractor" and "subcontractor" hereby refers to the Inspection Consultant and subconsultant, respectively.

(c) With respect to the Construction Inspection activities that the Municipality performs or engages a Inspection Consultant to perform, and also those that are performed by any subconsultant of the Inspection Consultant, in conjunction with the Project, the Municipality shall carry, and/or shall require its Inspection Consultant (i) to carry and (ii) to impose on its subconsultants the requirement to carry, for the duration of the Project, a Professional Liability Insurance Policy for errors and omissions in the minimum amount of Two Million Dollars ($2,000,000), which Policy may contain a maximum Two Hundred and Fifty Thousand Dollars ($250,000) deductible clause, provided that the policy holder shall be liable to the extent of at least the deductible amount. The Professional Liability Insurance coverage shall continue for a period of three (3) years from the date of acceptance of the Project by the State, subject to the continued commercial availability of such insurance. The Professional Liability Insurance Policy must include pollution and environmental impairment coverage as part thereof, if such insurance is applicable to the work performed as part of the Inspection Activities in conjunction with the Project.

(d) With respect to the operations that the Municipality performs or engages an Inspection Consultant to perform, and also those that are performed by subconsultants thereof, in conjunction with the Project, the Municipality shall carry, and/or shall require its Inspection Consultant (i) to carry and (ii) to impose on its subconsultants, respectively, the requirement to carry, for the duration of the Project, a Valuable Papers Insurance Policy until the work has been completed and accepted by the State. Said Policy will assure the State that all records, papers, maps, statistics, survey notes and other data shall be reestablished, recreated, or restored if made unavailable by fire, theft, flood, or other cause. This Policy shall provide coverage in the amount of Fifty Thousand Dollars ($50,000) regardless of the physical location of the insured items.

Said coverages must be provided by an insurance company or companies satisfactory to the State, except that, with respect to work performed directly and exclusively by the Municipality, the Municipality may request that the State accept coverage provided under a municipal self insurance program. If requested by the State, the Municipality must provide evidence of its status as a self-insured entity and describe its financial condition, the self-insured funding mechanism and the specific process on how to file a claim against the self insurance program. If such self-insurance coverage with respect to any insurance required herein is acceptable to the State, in its sole

discretion, then the Municipality shall assume any and all claims as a self-insured entity, and the respective insurance requirements stated herein will not be applicable.

The Municipality shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Municipality may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement. The Municipality shall insert this required provision into its contracts or agreements with its Prime Contractor and/or Inspection Consultant, if applicable, and shall require its Prime Contractor and/or Inspection Consultant to insert this required provision into its contracts or agreements with its subcontractors and/or subconsultants.

(30) Comply with all the State and Federal Statutory and Administrative Requirements incorporated herein by reference and set forth in Exhibit A attached hereto, and all Schedules attached hereto which are also hereby made a part of this Agreement.

ARTICLE II. THE STATE SHALL:

(31) Use apportionments made available to the State under the Urban component of the Federal Surface Transportation Program to reimburse the Municipality for the Federal share of participating Project costs. Eighty Percent (80%) of the certified amount expended by the Municipality and approved by the State as participating Project costs under the terms of this Agreement will be reimbursed by the State.

(32) Provide oversight services which may include, but not be limited to, material testing, periodic construction inspection, administrative oversight, and liaison with other governmental agencies to ensure satisfactory adherence to State and Federal requirements.

(33) Assume maintenance responsibility for those State facilities constructed as part of this Project excluding those responsibilities identified under Article I, Paragraph (23)(d) hereof.

(34) Reserve the right to inspect all construction activities for the Project.

(35) Reimburse the Municipality for approved advertising, participating contract items and contingencies, design services during construction, inspection and administrative costs in accordance with the percentages depicted in Article II., Paragraph (31) and Article III., Paragraph (45) of this Agreement. Reimbursement will be made in the following manner:

(a) The Municipality, on a monthly basis, during active construction periods, shall submit to the State on an appropriate State voucher form with supporting data, the cost of services rendered and expenses incurred for the billing period. Municipal costs shall be limited to the actual payroll for the Project, fringe benefits associated with payroll and approved direct cost charges for the Project.

(b) Upon review and approval of the voucher by the State, payment of the reimbursement portion of said costs and expenses will be made to the Municipality.

ARTICLE III. THE STATE AND MUNICIPALITY MUTUALLY AGREE:

(36) Upon written notice, the State in its sole discretion may, suspend, postpone, or terminate this Agreement, and such action shall in no event be deemed a breach of contract. Any such action may be taken by the State for its own convenience. Any such suspension, postponement or termination shall be effected by delivery to the Municipality of a written notice specifying the extent to which performance

of work under the Agreement is being suspended, postponed or terminated, and the date upon which such action shall be effective.

If the State terminates this Agreement, the State shall reimburse the Municipality at the contract unit prices for the actual number of units or items of work completed prior to the effective date of termination, or as may be agreed by the parties for items of work partially completed. No claim for loss of overhead or anticipated profits shall be allowed.

When the volume of work completed, as of the termination date, is not sufficient to reimburse the Municipality under contract unit prices for its related expenses, the State may consider reimbursing the Municipality for such expenses.

Materials obtained by the Municipality or its Prime Contractor for the Project, that have been inspected, tested as required, and accepted by the State, and that have not been incorporated into the physical Project, shall be purchased from the Prime Contractor at actual cost as shown by receipted bills; to this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the State, as shown by actual cost records. The Municipality shall be reimbursed by the State for such costs of the material, and the State at its discretion, will determine which material will become the property of the State.

Termination of this Agreement shall not relieve the Municipality or its Prime Contractor of its responsibilities for the completed work, nor shall it relieve the Prime Contractor, its surety or the Municipality of its obligations concerning any claims arising out of the work performed or any other obligations existing under the Project bonds or Project insurance required by the Connecticut General Statutes or by this or any other agreement with the State or the Municipality.

(37) That if the Municipality fails to fulfill its responsibility in regard to Article I., Paragraphs (23) and (25) of this Agreement, such failure will disqualify the Municipality from Federal-aid participation on future projects for which the Municipality has maintenance responsibility.

(38) (a) That if the extra work requested, in writing, by the Municipality results in an accumulative cost less than the amount identified under Item D of Article III., Paragraph (45) hereof, said cost shall be funded under the terms of this Agreement; if the State granted written approval of said cost increases.

(b) If the extra work requested, in writing, by the Municipality results in an accumulative cost greater than the amount identified under Item D of Article III., Paragraph (45) hereof, the State and Municipality shall enter into a supplemental agreement; if funding is available and the State granted written approval of said cost increases.

(c) If the actual expenditures incurred by the State result in an accumulative cost less than the amount identified under Item I of Article III., Paragraph (45) hereof, said expenditures shall be funded under the terms of this Agreement.

(d) If the actual expenditures incurred by the State result in an accumulative cost greater than the amount identified under Item I of Article III., Paragraph (45) hereof, the State and Municipality shall enter into a supplemental agreement, if funding is available.

(39) That the Municipality shall be responsible for one hundred percent (100%) of the total cost of all Federal-aid non-participating contract item(s), including any incidentals to construction cost, which have been specifically requested by the Municipality that are considered by the State to be nonessential

for the Project. However, if the cost of the total non-participating contract items is less than ten percent (10%) of the cost of the total project contract items, the cost of the associated incidentals to construction may be considered participating. The percentage derived from the ratio of the total incidentals to construction cost to the total contract items, as determined by a post-construction audit, will be used to determine the incidentals to construction cost for the Federal-aid non-participating items. The final audit governs final billing to the Municipality for Non-participating Items.

(40) That the final payment by the Municipality to the State or by the State to the Municipality shall be based upon the actual participating construction costs as determined by a post-construction audit performed by the State, using percentages and funding procedures established in this Agreement. The Municipality is also required to perform an audit in accordance with Exhibit A, Paragraph (5).

(41) That before completion of the construction phase of the Project, the Municipality shall notify the State in writing of the semi-final and final inspection dates. Subsequent to the State's acceptance of such dates, the Municipality, in concert with the State, shall perform the semi-final and final inspections of the Project.

(42) That the State is hereby authorized to provide written notice to the FHWA of the acceptance of the Project by both the Municipality and the State. It is further understood that this acceptance shall not be given prior to the final inspection of the Project by the State.

(43) That any Official Notice from one such party to the other such party, in order for such notice to be binding thereon, shall:

(a) Be in writing (hardcopy) addressed to:

(i) When the State is to receive such Notice -

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

(ii) When the Municipality is to receive such Notice -

Mayor
City of Bridgeport
City Hall
999 Broad Street
Bridgeport, Connecticut 06604;

(b) Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party to receive such notice; and

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

The term "Official Notice," as used herein, shall be construed to include, but not be limited to, any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s), including any electronically-produced versions, provided, permitted, or required for the making or ratification of any change, revision, addition to, or deletion from, the document, contract, or agreement in which this "Official Notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is(are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is(are) to be made, provided such subsequent agreement(s) is(are) concluded pursuant to the adherence to this specification.

(44) That upon final inspection by the Municipality and the State, the Municipality shall submit to the State, within one hundred twenty (120) calendar days, those materials described in the "Municipality Manual – Connecticut Department of Transportation, Bureau of Engineering and Highway Operations, Office of Construction, 2007," as revised, under the "Project Finals Check List." Upon receipt and approval of those materials, which include signed "CON 100M", "CON 500M" and "CON 501M" forms, the State will release retainage in accordance with the terms in the Construction Engineering and Inspection Agreement between the Inspection Consultant and the Municipality and the Connecticut Department of Transportation Municipality Manual concerning retainage for the Municipality's Prime Contractor.

If the Municipality fails to fulfill its responsibilities in regard to the submission of materials referred to above, the State may exercise its option to take over or supplement the administration of the Project, as previously described under Article I., Paragraph (14) of this Agreement.

(45) That the total estimated cost for the construction phase of the Project is set forth below:

The maximum amount of reimbursement to the Municipality under the terms of this Agreement is Six Hundred Sixty Seven Thousand Three Hundred Sixty Dollars ($667,360).

ESTIMATED CONSTRUCTION COSTS

State Project No. 15-358 Federal-aid Project No. 1015(124)

A.	Contract Items and Contingencies	$ 770,000
B.	Incidentals to Construction-Municipal Services	$ 64,200
C.	Incidentals to Construction-Construction Engineering Services	$ 0
D.	Extra Work Allowance Municipal	$ 0
E.	Total Municipal Cost (A+B+C+D)	$834,200
F.	Incidentals to Construction-State Administrative Oversight & Audit	$ 58,700
G.	Incidentals to Construction-State Material Testing	$ 20,900
H.	Extra Work Allowance by State Forces	$ 6,000
I.	Total Incidentals to Construction-State (F+G+H)	$ 85,600
J.	Total Construction Cost (E+I)	$ 919,800
K.	Federal Proportionate Share of the Total Construction Cost (80% of J)	$ 735,840
L.	Municipal Proportionate Share of the Total Construction Cost (20% of J)	$ 183,960
M.	Maximum Amount of Reimbursement to the Municipality (80% of E)	$ 667,360
N.	Amount to be deposited by the Municipality in accordance with Article I, Paragraph (15)(a) of this Agreement (20% of I)	$ 17,120
O.	Demand deposit required from the Municipality for depreciation reserve credit in accordance with Article I, Paragraph (15)(b) of this Agreement	$ 0
P.	Total Demand Deposit (N+O)	$ 17,120

(46) That the State assumes no liability for payment under the terms of this Agreement until the Municipality is notified, in writing, by the State that said Agreement has been approved by the Attorney General of the State of Connecticut.

(47) The Agreement itself is not an authorization for the Municipality to begin the Project or begin performance in any way. The Municipality may begin the Project or begin performance only after it has received a written official notice to proceed order against the Agreement. A Municipality's commencement of the Project or commencing performance without a official notice in accordance with this Article III., Paragraph (47) does so at the Municipality's own risk.

The State shall issue a written official notice against the Agreement directly to the Municipality.

(48) That the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Municipality further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

(49) That the Parties deem the 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 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 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 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.

The Parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this paragraph conflicts with any other paragraph, this paragraph shall govern.

Agreement No.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT
Department of Transportation
James Redeker, Commissioner

_____
Name:

By_____(Seal)
Thomas A. Harley, P.E.
Bureau Chief
Bureau of Engineering and Construction

_____
Name:

Date: _____

CITY OF BRIDGEPORT

_____
Name:

By_____(Seal)
Bill Finch
Mayor

_____
Name:

Date:_____

APPROVED AS TO FORM:

_____
Attorney General
State of Connecticut

Date: _____

EXHIBIT A

ADMINISTRATIVE AND STATUTORY REQUIREMENTS

THE MUNICIPALITY AGREES:

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

(2) To acknowledge and agree to comply with the policies enumerated in this Exhibit A, Schedule 7 (attached herewith), "Connecticut Department of Transportation, Policy Statement, Policy No. F&A-10 Subject: "Code of Ethics Policy," June 1, 2007.

(3) That suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not 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.

(a) The signature on the 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 Agreement, been convicted of or had a civil judgement 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 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 Agreement.

The Municipality agrees to 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.

(4) As a condition to receiving federal financial assistance under the Agreement, if any, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d – 2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances in this Exhibit A, Schedule 8 (attached herewith).

(5) That 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 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, when applicable. Such Audit Reports shall include management letters and audit recommendations.

The audited Municipality shall provide supplementary schedules with the following program/grant information: the program/grant number, CONNDOT project number, Federal project number, phase and expenditures by phase. The sum of project expenditures should agree, in total, to the program/grant expenditures in the Audit Reports. Federal and State programs/grants should be listed separately. (See Exhibit A, Schedule 9, attached herewith entitled "Supplementary Program Information" for format.)

Some programs/projects may have a "Matching" requirement, the matching portion of which must be met from local funds. Where matching requirements exist, the audit must cover the complete program/project, including all expenditures identified with or allocated to the particular program/project at the local level, whether the expenditures are from Federal, State or Local Funds.

Any differences between the project expenditures identified by the auditor and those amounts approved and/or paid by the Connecticut Department of Transportation must be reconciled and resolved immediately.

Except for those projects advertised by the State, the Municipality agrees that all fiscal records pertaining to the project shall be maintained for three (3) years after expiration or earlier termination of this Agreement or three (3) years after receipt of the final payment, whichever is later. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally and irrevocably resolved. These records shall include the contract, contractor's monthly and final estimates and invoices, construction orders, correspondence, field books, computations, contractor's payrolls, EEO/AA records/reports, and any other project related records. **Such records will be made available to the State, State Auditors of Public Accounts and/or Federal Auditors upon request.** The audited Municipality must obtain written approval from the appropriate division within the Connecticut Department of Transportation prior to destruction of any records and/or documents pertinent to this Agreement.

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

The State, including the State Auditors of Public Accounts, reserves the right to audit or review any records/workpapers of the entity or municipality and the CPA pertaining to the Agreement.

(6) Certification for Federal-Aid Contracts-(For contracts exceeding $100,000)

That the Municipality certifies, by signing and submitting this Bid, Agreement, Contract, or Proposal, to the best of his/her/its knowledge and belief, that:

(a) 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.

(b) 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 Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. **If applicable, the Disclosure Form–LLL in this Exhibit A, Schedule 10 (attached herewith), shall be completed and submitted with the Bid, Agreement, Contract, and/or Proposal.**

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

The Municipality also agrees by submitting his/her/its Bid, Agreement, Contract, or Proposal that he/she/it shall require that the language of this Certification be included in all lower tier 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.

(7) That this clause applies to those municipalities who are or will be responsible for compliance with the terms of the Americans Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Municipality represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Municipality to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the 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 Act, as the same applies to performance under this Agreement.

(8) That with respect to all operations the Municipality performs and all those performed for the Municipality by subcontractors, the Municipality and its subcontractors shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U. S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.

(9) That when the Municipality receives State or Federal funds it shall incorporate the "Connecticut Required Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as may be amended from time to time, as a material term of any agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

Schedule 1

SPECIAL PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISES
FOR FEDERAL FUNDED PROJECTS

(For Municipal Advertised and Awarded Projects Only)
Revised – February 26, 2009

NOTE: Certain of the requirements and procedures stated in this special provision are applicable prior to the execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

A. "CDOT" means the Connecticut Department of Transportation.

B. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA), the Federal Transit Administration ("PTA"), and the Federal Aviation Administration ("FAA").

C. "Broker" means a party acting as an agent for others in negotiating contracts, agreements, purchases, sales, etc., in return for a fee or commission.

D. "Contract," "agreement" or "subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision a lease for equipment or products is also considered to be a Contract.

E. "Contractor," means a consultant, second party or any other entity doing business with CDOT or, as the context may require, with another Contractor.

F. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:

1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and

2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

G. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.

H. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR")' Part 26 - "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.

I. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).

J. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is -

1. Any individual who CDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.

2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

vi. Women;.

vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

II. GENERAL REQUIREMENTS

A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall catty out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the DOT deems appropriate.

B. The Contractor shall cooperate with the Municipality, CDOT and DOT in implementing the requirements concerning DBE utilization on this Contract in accordance with Title 49 of the Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business

Enterprises in Department of Transportation Financial Assistance Programs" ("49 CFR Part 26"), as revised. The Contractor shall also cooperate with the Municipality, CDOT and DOT in reviewing the Contractor's activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract

C. The Contractor shall designate a liaison officer who will administer the Contractor's DBE program. Upon execution of this Contact, the name of the liaison officer shall be furnished in writing to the Municipality.

D. For the purpose of this Special Provision, DBEs to be used to satisfy the DBE goal must be certified by CDOT's Division of Contract Compliance for the type(s) of work they will perform.

E. If the Contractor allows work designated for DBE participation required under the terms of this Contract and required under III-B to be performed by other than the named DBE organization without concurrence from the Municipality, the Municipality will not pay the Contractor for the value of the work performed by organizations other than the designated DBE.

F. At the completion of all Contract work, the Contractor shall submit a final report to the Municipality, indicating the work done by, and the dollars paid to DBEs. If the Contractor does not achieve the specified Contract goals for DBE participation, the Contractor shall also submit written documentation to the Municipality, detailing its good faith efforts to satisfy the goal that were made during the performance of the Contract. Documentation is to include but not be limited to the following:

1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by DBEs in order to increase the likelihood of achieving the stated goal.

2. A detailed statement, including documentation of the efforts made to contact and solicit bids/proposals with CDOT certified DBEs, including the names, addresses, dates and telephone numbers of each DBE contacted, and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.

3. Provide a detailed statement for each DBE that submitted a subcontract proposal, which the Contractor considered not to be acceptable stating the reasons for this conclusion.

4. Provide documents to support contacts made with CDOT requesting assistance in satisfying the Contact specified goal.

5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.

G. Failure of the Contractor at the completion of all Contract work to have at least the specified percentage of this Contract performed by DBEs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by DBEs. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified percentage to the satisfaction of the Municipality, no reduction in payments will be imposed.

H. All records must be retained for a period of three (3) years following acceptance by the Municipality of the Contact and shall be available at reasonable times and places for inspection by authorized representatives of the Municipality, CDOT and Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.

I. Nothing contained herein, is intended to relieve any Contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of DBEs, the Municipality requires the following

A. The Contractor shall assure that certified DBEs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of DBEs regardless if a Contract goal is specified or not.

B. The DBE contact goal percentage for the Project is 5% (Construction) and 0% (Construction Inspection). The goal shall be based upon the total contract value. Compliance with this provision may be fulfilled when a DBE or any combination of DBEs perform work under Contract in accordance with 49 CFR Part 26, Subpart C, Section 26.55, as revised. Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the prime Contractor or Its affiliate can not be counted toward the goal.

If the Contractor does not document commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal, it must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

C. Within 7 days after the bid opening, the low bidder shall indicate in writing to the Municipality, on the forms provided, the DBE(s) it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each DBE that will participate in this Contact, a description of the work each will perform, the dollar amount of participation, and the percentage this is of the bid amount. This information shall be signed by the named DBE and the low bidder. The named DBE shall be from a list of certified DBEs available from CDOT. In addition, the named DBE(s) shall be certified to perform the type of work they will be contracted to do.

D. The prime Contractor shall submit to the Municipality all requests for subcontractor approvals on the standard forms provided by the Municipality.

If the request for approval is for a DBE subcontractor for the purpose of meeting the Contract DBE goal, a copy of the legal Contract between the prime and the DBE subcontractor must be submitted along with the request for subcontractor approval. Any subsequent amendments or modifications of the Contract between the prime and the DBE subcontractor must also be submitted to the Municipality with an explanation of the change(s). The Contract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties.

In addition, the following documents are to be attached:

1. An explanation indicating who will purchase material.

2. A statement explaining any method or arrangement for renting equipment. If rental is from a prime, a copy of the rental Agreement must be submitted.

3. A statement addressing any special arrangements for manpower.

E. The Contractor is required, should there be a change in a DBE they submitted in III-C, to submit documentation to the Municipality which will substantiate and justify the change, (i.e., documentation to provide a basis for the change for review and approval by the Municipality) prior to the implementation of the change. The Contractor must demonstrate that the originally named DBE is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its Contract, or is overextended on other jobs. **The Contractor's ability to negotiate a more advantageous agreement with another subcontractor is not a valid basis for change.** Documentation shall include a letter of release from the originally named DBE indicating the reason(s) for the release.

F. Contractors subcontracting with DBEs to perform work or services as required by this Special Provision shall not terminate such firms without advising the Municipality in writing, and providing adequate documentation to substantiate the reasons for termination if the DBE has not started or completed the work or the services for which it has been contracted to perform.

G. When a DBE is unable or unwilling to perform or is terminated for just cause the Contractor shall make good faith efforts to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the goal required by III-B.

H. In instances where an alternate DBE is proposed, a revised submission to the Municipality together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.

I Each quarter after execution of the Contact, the Contractor shall submit a report to the Municipality indicating the work done by, and the dollars paid to the DBE for the current quarter and to date.

J. Each contract that the Municipality signs with a contractor and each subcontract the Contractor signs with a subcontractor must include the following assurance: The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR part 26 in the award and administration of DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

A. If the Contractor elects to utilize a DBE supplier or manufacturer to satisfy a portion or all of the specified DBE goal, the Contractor must provide the Municipality with:

1. An executed "Connecticut Department of Transportation DBE Supplier/Manufacturer Affidavit" (sample attached), and

2. Substantiation of payments made to the supplier or manufacturer for materials used on the project.

B. Credit for DBE suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular DBE dealer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contact are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment Brokers and packagers shall not be regarded as material suppliers or manufacturers.

C. Credit for DBE manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or

supplies obtained by the Municipality, Department of Transportation or Contractor.

V. NON-MANUFACTORING OR NON-SUPPLIER DBE CREDIT:

A. Contactors may count towards their DBE goals the following expenditures with DBEs that are not manufacturers or suppliers:

1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment materials or supplies necessary for the performance of the Contact provided that the fee or commission is determined by the Municipality to be reasonable and consistent with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a DBE but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.

VI. BROKERING

A. Brokering of work by DBEs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.

B. DBEs involved in the brokering of subcontract work that they were approved to perform may be decertified.

C. Firms involved in the brokering of work whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

A. If the Contractor does not document commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. The Contract will be awarded to the Contractor if its good faith efforts are deemed satisfactory and approved by CDOT. To obtain such an exception, the Contractor must submit an application to the Municipality, which documents the specific good faith efforts that were made to meet the DEE goal. **Application form for Review of Pre-Award Good Faith Efforts is attached hereto.**

The application must include the following documentation:

1. a statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for subcontracting;

2. a statement setting forth all parts of the Contract that are likely to be sublet;

3. a statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the staled goal;

4. copies of all letters sent to DBEs;

5. a statement listing the dates and DBEs that were contacted by telephone and the result of each contact;

6. a statement listing the dates and DBEs that were contacted by means other than telephone and the result of each contact;

7. copies of letters received from DBEs in which they declined to bid;

8. a statement setting forth the facts with respect to each DBE bid received and the reason(s} any such bid was declined;

9. a statement setting forth the dates that calls were made to CDOT's Division of Contract Compliance seeking DBE referrals and the result of each such call; and

10. any information of a similar nature relevant to the application.

The review of the Contractor's good faith efforts may require an extension of time for award of the Contract. In such a circumstance, and in the absence of other reasons not to grant the extension or make the award, the Municipality will agree to the needed extension(s) of time for the award of the Contract, provided the Contractor and the surety also agree to such extension(s).

B. Upon receipt of the submission of an application for review of pre-award good faith efforts, the Municipality shall submit the documentation to CDOT initiating unit for submission to the CDOT Division of Contract Compliance. CDOT Division of Contract Compliance will review the documents and determine if the package is complete, accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation the CDOT Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.

C. If the Contractor's application is denied, the Contractor shah have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to the Municipality. The Municipality will forward the Contractor's reconsideration request to the CDOT initiating unit for submission to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractors request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the contractor via certified mail a written decision on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's decision is final. **If the reconsideration is denied, the Contractor shall indicate in writing to the Municipality within fourteen (14) days of receipt of written notification of denial, the DBEs it will use to achieve the goal indicated in III-B.**

D. Approval of pre-execution good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the DBE goal should contracting opportunities arise during actual performance of the Contract work.

APPENDIX A TO 49 CFR PART 26 GUIDANCE CONCERNING GOOD FAITH EFFORTS

I. When, as a recipient, you establish a Contract goal on a DOT-assisted Contract, a Bidder/Contractor must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The Bidder/Contractor can meet this requirement in either of two ways. First, the Bidder/Contractor can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the Bidder/Contractor can document adequate good faith efforts. This means that the Bidder/Contractor must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a Contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a Bidder/Contractor that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder/Contractor has made. The efforts employed by the Bidder/Contractor should be those that one could reasonably expect a Bidder/Contractor to take if the Bidder/Contractor were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE Contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE Contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

III. The Department also strongly cautions you against requiring that a Bidder/Contractor meet a Contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a Contract, even though the Bidder/Contractor makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the Bidder/Contractor's good faith efforts to obtain DBE participation. it is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the Contract. The Bidder/Contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder/Contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested DBEs. It is the Bidder/Contractor's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A Bidder/Contractor using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as Contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder/Contractor's failure to meet the Contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a Contract with its own organization does not relieve the Bidder/Contractor of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids/proposals in the Contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women Contractors' groups local, state, and Federal minority/women business assistance offices; arid other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a Bidder/Contractor has made good faith efforts, you may take into account the performance of other Bidder/Contractors in meeting the Contract For example, when the apparent successful Bidder/Contractor fails to meet the Contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Bidder/Contractor could have met the goal. If the apparent successful Bidder/Contractor fails to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidder/Contractors, you may view this, in conjunction with other factors, as evidence of the apparent successful Bidder/Contractor having made good faith efforts.

CONNECTICUT DEPARTMENT OF TRANSPORTATION
DBE SUPPLIER/MANUFACTURER AFFIDAVIT

This affidavit must be completed by the State Contractor's DBE notarized and attached to the Contractor's request to utilize a DBE supplier a manufacturer as a credit towards its DBE Contract requirements: failure to do so will result in not receiving credit towards the Contract DBE requirement.

State Project No. _____

Federal Aid Project No._____

Description of Project _____

I, _____, acting in behalf of_____
(Name of person signing Affidavit) (DBE person, firm, association or organization)
of which I am the_____ certify and affirm that _____
(Title of Person) (DBE person, firm, association or organization)

is a certified Connecticut Department of Transportation DBE. I further certify and affirm that I have read and understand 49 CFR Sec. 26.55(e)(2), as the same may be revised.

I further certify and affirm that _____ will assume the actual
(DBE person, firm, association or organization)
contractual responsibility for the provision of the materials and/or supplies sought by _____.
(State Contractor)
If a manufacturer, I produce goods from raw materials or substantially alter them before resale, or if a supplier, I perform a commercially use function in the supply process.

I understand that false statements made herein are punishable by Law (Sec. 53a-157), CGS, as revised).

_____
(Name of Organization or Firm)

_____
(Signature & Title of Official making the Affidavit)

Subscribed and sworn to before me, this _____day of_____20 ____.

Notary Public (Commissioner of the Superior Court)
My Commission Expires

CERTIFICATE OF CORPORATION

I,_____, certify that I am the _____ (Official)
of the Organization named in the foregoing instrument; that I have been duly authorized to affix the seal of the Organization to such papers as require the seal; that _____, who signed said instrument on behalf of the Organization, was then _____ of said Organization; that said instrument was duly signed for and in behalf of said Organization by authority of its governing body and is within the scope of its organizational powers.

_____ _____
(Signature of Person Certifying) (Date)

Schedule 2

SPECIAL PROVISIONS
SMALL BUSINESS PARTICIPATION PILOT PROGRAM SBPPP
AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS

(For Municipal Advertised and Awarded Projects Only)

Revised – February 3, 2009

NOTE: Certain of the requirements and procedures stated in this Special Provision are applicable prior to the award and execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

A. "ConnDOT" means the Connecticut Department of Transportation.

B. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").

C. "Broker" means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.

D. "Contract," "Agreement" or "subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision a lease for equipment or products is also considered to be a Contract.

E. "Contractor," means a consultant, second party or any other entity doing business with the Municipality or, as the context may require, with another Contractor.

F. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:

1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and

2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

G. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.

H. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR") Part 26 – "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.

I. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that

also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).

J. "Small Business Participation Pilot Program" means small businesses certified as a Disadvantaged Business Enterprise (DBE) firms by the Connecticut Department of Transportation; firms certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut Department of Administrative Services; firms certified by the United States Small Business Administration (USBA) as an 8(a) or SDB or HUBZone firm; or firms that are a current active recipient of a United States Small Business Administration Loan (loan must be documented).

K. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is--

1. Any individual who CONNDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.

2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

   i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

   ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

   iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

   iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

   v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

   vi. Women;

   vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

II. GENERAL REQUIREMENTS

A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the Municipality and ConnDOT deem appropriate.

B. The Contractor shall cooperate with the Municipality, ConnDOT and DOT in implementing the requirements concerning SBPPP utilization on this Contract. The Contractor shall also cooperate with the Municipality, CONNDOT and DOT in reviewing the Contractor's activities relating to this Special

Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.

C. The Contractor shall designate a liaison officer who will administer the Contractor's SBPPP program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to the Municipality.

D. For the purpose of this "Special Provision", the SBPPP contractor/s named to satisfy the requirements must meet one of the following criteria;

1. Certified as a Disadvantaged Business Enterprise (DBE) firm by the Connecticut Department of Transportation;
2. Certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut Department of Administrative Services;
3. Certified by the United States Small Business Administration (USSBA) as a 8(a) or SDB firm;
4. Certified by the USSBA as a HUBZone firm; or
5. A current active recipient of a United States Small Business Administration Loan (loan documentation required).

E. If the Contractor allows work designated for SBPPP participation required under the terms of this Contract and required under III-B to be performed by other than the named SBPPP firm without concurrence from the Municipality, the Municipality will not pay the Contractor for the value of the work performed by firms other than the designated SBPPP.

F. At the completion of all Contract work, the Contractor shall submit a final report to the Municipality indicating the work done by, and the dollars paid to SBPPPs. If the Contractor does not achieve the specified Contract goals for SBPPP participation, the Contractor shall also submit written documentation to the Municipality detailing its good faith efforts to satisfy the goal throughout the performance of the Contract. Documentation is to include, but not be limited to the following:

1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by SBPPPs in order to increase the likelihood of achieving the stated goal.

2. A detailed statement, including documentation of the efforts made to contact and solicit bids with SBPPPs, including the names, addresses, dates and telephone numbers of each SBPPP contacted, and a description of the information provided to each SBPPP regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.

3. Provide a detailed statement for each SBPPP that submitted a subcontract proposal, which the Contractor considered not to be acceptable stating the reasons for this conclusion.

4. Provide documents to support contacts made with CONNDOT requesting assistance in satisfying the Contract specified goal.

5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.

G. Failure of the Contractor, at the completion of all Contract work, to have at least the specified percentage of this Contract performed by SBPPPs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by SBPPPs. However, in instances where the Contractor can adequately

document or substantiate its good faith efforts made to meet the specified percentage to the satisfaction of the Municipality and ConnDOT, no reduction in payments will be imposed.

H. All records must be retained for a period of three (3) years following acceptance by the Municipality of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Municipality, ConnDOT and or Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.

I. Nothing contained herein, is intended to relieve any Contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of SBPPPs, the Municipality requires the following:

A. The Contractor shall assure that certified SBPPPs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of SBPPPs regardless if a Contract goal is specified or not.

B. The SBPPP goal percentage for the project is N/A. The goal shall be shall be based upon the total final contract value. Compliance with this provision may be fulfilled when a SBPPP or any combination of SBPPPs perform work. **Only work actually performed by and/or services provided by SBPPPs which are certified for such work and/or services can be counted toward the SBPPP goal. Supplies and equipment a SBPPP purchases or leases from the prime Contractor or its affiliate cannot be counted toward the goal**.

If the Contractor does not document commitments, by the subcontracting and/or procurement of material and/or services that at least equal the goal, it must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

C. Within seven (7) days after the bid opening, the low bidder shall indicate in writing to the Municipality, on the forms provided, the SBPPP(s) it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each SBPPP that will participate in this Contract, a description of the work each will perform, the dollar amount of participation, and the percentage this is of the bid amount. This information shall be signed by the named SBPPP and the low bidder.

If the Contractor does not document commitments by the subcontracting and/or procurement of material and/or services that equal the goal the Contractor must submit a request for Good Faith Effort consideration along with the proposed SBPPP commitments.

D. The prime Contractor shall submit to the Municipality all requests for subcontractor approvals on the standard forms provided by the Municipality.

If the request for approval is for a SBPPP subcontractor for the purpose of meeting the Contract SBPPP goal, a copy of the legal Contract between the prime and the SBPPP subcontractor must be submitted along with the request for subcontractor approval. Any subsequent amendments or modifications of the Contract between the prime and the SBPPP subcontractor must also be submitted to the Municipality with an explanation of the change(s). The Contract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties.

In addition, the following documents are to be attached:

1. An explanation indicating who will purchase material.

2. A statement explaining any method or arrangement for renting equipment. If rental is from a prime, a copy of the Rental Agreement must be submitted.

3. A statement addressing any special arrangements for manpower.

E. The Contractor is required, should there be a change in a SBPPP they submitted in III-C, to submit documentation to the Municipality which will substantiate and justify the change (i.e., documentation to provide a basis for the change for review and approval by the Municipality) prior to the implementation of the change. The Contractor must demonstrate that the originally named SBPPP is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its Contract, or is overextended on other jobs. **The Contractor's ability to negotiate a more advantageous Agreement with another subcontractor is not a valid basis for change.** Documentation shall include a letter of release from the originally named SBPPP indicating the reason(s) for the release.

F. Contractors subcontracting with SBPPPs to perform work or services as required by this Special Provision shall not terminate such firms without advising the Municipality in writing, and providing adequate documentation to substantiate the reasons for termination if the SBPPP has not started or completed the work or the services for which it has been contracted to perform.

G. When a SBPPP is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make good faith efforts to find other SBPPP opportunities to increase SBPPP participation to the extent necessary to at least satisfy the goal required by III-B.

H. In instances where an alternate SBPPP is proposed, a revised submission to the Municipality together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.

I. Each quarter after execution of the Contract, the Contractor shall submit a report to the Municipality indicating the work done by, and the dollars paid to the SBPPP for the current quarter and to date.

J. Each contract that the Municipality signs with a Contractor and each subcontract the Contractor signs with a subcontractor must include the following assurance: *The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

A. If the Contractor elects to utilize a SBPPP supplier or manufacturer to satisfy a portion or all of the specified SBPPP goal, the Contractor must provide the Municipality with:

1. An executed "Affidavit for the Utilization of Material Suppliers or Manufacturers" (sample attached), and

2. Substantiation of payments made to the supplier or manufacturer for materials used on the project.

B. Credit for SBPPP suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular SBPPP dealer. A regular dealer is a firm that owns, operates, or

maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.

C. Credit for SBPPP manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Municipality, Department of Transportation or Contractor.

V. NON-MANUFACTURING OR NON-SUPPLIER SBPPP CREDIT:

A. Contractors may count towards their SBPPP goals the following expenditures with SBPPPs that are not manufacturers or suppliers:

1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment materials or supplies necessary for the performance of the Contract, provided that the fee or commission is determined by the Municipality to be reasonable and consistent with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a SBPPP but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.

VI. BROKERING

A. Brokering of work by SBPPPs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.

B. SBPPPs involved in the brokering of subcontract work that they were approved to perform may be decertified.

C. Firms involved in the brokering of work, whether they are SBPPPs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project may be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

A. If the Contractor does not document pre-award commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. The Contract will be awarded to the Contractor if its good faith efforts are deemed satisfactory and approved by CONNDOT. To obtain such an exception, the Contractor must submit an application to the

Municipality, which documents the specific good faith efforts that were made to meet the SBPPP goal. **Application form for Review of Pre-Award Good Faith Efforts is attached hereto.**

The application must include the following documentation:

1. a statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for bid by subcontractors;

2. a statement setting forth all parts of the Contract that are likely to be sublet;

3. a statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;

4. copies of all letters sent to SBPPPs;

5. a statement listing the dates and SBPPPs that were contacted by telephone and the result of each contact;

6. a statement listing the dates and SBPPPs that were contacted by means other than telephone and the result of each contact;

7. copies of letters received from SBPPPs in which they declined to bid;

8. a statement setting forth the facts with respect to each SBPPP bid received and the reason(s) any such bid was declined;

9. a statement setting forth the dates that calls were made to CONNDOT's Division of Contract Compliance seeking SBPPP referrals and the result of each such call; and

10. any information of a similar nature relevant to the application.

The review of the Contractor's good faith efforts may require an extension of time for award of the Contract. In such a circumstance, and in the absence of other reasons not to grant the extension or make the award, the Municipality will agree to the needed extension(s) of time for the award of the Contract, provided the Contractor and the surety also agree to such extension(s).

B. Upon receipt of the submission of an application for review of pre-award good faith efforts, the Municipality shall submit the documentation to CONNDOT initiating unit for submission to the CONNDOT Division of Contract Compliance. CONNDOT Division of Contract Compliance will review the documents and determine if the package is complete, accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation, the CONNDOT Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.

C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to the Municipality. The Municipality will forward the Contractor's reconsideration request to the CONNDOT initiating unit for submission to the Screening Committee. The Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractors request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration

meeting, the chairperson of the Screening Committee will send the Contractor, via certified mail, a written decision on its reconsideration request, explaining the basis of finding either for or against the request. The Screening Committee's decision is final. **If the reconsideration is denied, the Contractor shall indicate in writing to the Municipality within fourteen (14) days of receipt of the written notification of denial, the SBPPPs it will use to achieve the goal indicated in III-B.**

D. Approval of pre-award good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the SBPPP goal should contracting opportunities arise during actual performance of the Contract work.

APPENDIX A TO 49 CFR PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

I. When, as a recipient, you establish a Contract goal on a DOT-assisted Contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by SBPPP firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a SBPPP goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient SBPPP participation, even if they were not fully successful.

II. In any situation in which you have established a Contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain SBPPP participation sufficient to meet the SBPPP Contract goal. Mere pro forma efforts are not good faith efforts to meet the SBPPP Contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

III. The Department also strongly cautions you against requiring that a bidder meet a Contract goal (i.e., obtain a specified amount of SBPPP participation) in order to be awarded a Contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain SBPPP participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified SBPPPs who have the capability to perform the work of the Contract. The bidder must solicit this interest within sufficient time to allow the SBPPPs to respond to the solicitation. The bidder must determine with certainty if the SBPPPs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by SBPPPs in order to increase the likelihood that the SBPPP goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units to facilitate SBPPP participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested SBPPPs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested SBPPPs. It is the bidder's responsibility to make a portion of the work available to SBPPP subcontractors and suppliers and to select those portions of the work or material needs consistent with the available SBPPP subcontractors and suppliers, so as to facilitate SBPPP participation. Evidence of such negotiation includes the names,

addresses, and telephone numbers of SBPPPs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for SBPPPs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including SBPPP subcontractors, and would take a firm's price and capabilities as well as Contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBPPPs is not in itself sufficient reason for a bidder's failure to meet the Contract SBPPP goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a Contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from SBPPPs if the price difference is excessive or unreasonable.

E. Not rejecting SBPPPs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal.

F. Making efforts to assist interested SBPPPs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

G. Making efforts to assist interested SBPPPs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of SBPPPs.

V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the Contract. For example, when the apparent successful bidder fails to meet the Contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average SBPPP participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

AFFIDAVIT FOR THE UTILIZATION OF

MATERIAL SUPPLIERS OR MANUFACTURERS

This affidavit must be completed by the Municipality Contractor's SBPPP notarized and attached to the Contractor's request to utilize a SBPPP supplier or manufacturer as a credit towards its SBPPP Contract requirements; failure to do so will result in not receiving credit towards the Contract SBPPP requirement.

State Project No.

Federal Aid Project No.

Description of Project

, _____, acting in behalf of _____
Name of person signing Affidavit) (SBPPP person, firm, association or organization)
of which I am the _____ certify and affirm that _____
(Title of Person) (SBPPP person, firm, association or organization)

is a certified Connecticut Department of Transportation SBPPP. I further certify and affirm that I have read and understand 49 CFR, Sec. 26.55(e)(2), as the same may be revised.

further certify and affirm that _____ will assume the actual and
(SBPPP person, firm, association or organization)

contractual responsibility for the provision of the materials and/or supplies sought by _____.
(Municipality Contractor)

If a manufacturer, I produce goods from raw materials or substantially alter them before resale, or if a supplier, I perform a commercially useful function in the supply process.

understand that false statements made herein are punishable by Law (Sec. 53a-157), CGS, as revised).

_____
(Name of Organization or Firm)

_____
(Signature & Title of Official making the Affidavit)

Subscribed and sworn to before me, this _____ day of _____ 20 _____.

Notary Public (Commissioner of the Superior Court)

My Commission Expires

CERTIFICATE OF CORPORATION

, _____, certify that I am the _____ (Official)
of the Organization named in the foregoing instrument; that I have been duly authorized to affix the seal of the Organization to such papers as require the seal; that _____, who signed said instrument on behalf of the Organization, was then ___ of said Organization; that said instrument was duly signed for and in behalf of said Organization by authority of its governing body and is within the scope of its organizational powers.

_____ _____
(Signature of Person Certifying) (Date)

Schedule 3

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS

FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential

minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating

areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

(29) This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

(30) The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

(31) **1. Minimum wages**

(32) a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

(33) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(34) b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(35) (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(36) (ii) The classification is utilized in the area by the construction industry; and

(37) (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(38) (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(39) (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(40) (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(41) c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(42) d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(43) **2. Withholding**

(44) The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(45) **3. Payrolls and basic records**

(46) a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs

reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(47) b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(48) (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(49) (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(50) (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(51) (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(52) (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(53) (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(54) c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or

subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(55) **4. Apprentices and trainees**

(56) a. Apprentices (programs of the USDOL).

(57) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(58) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(59) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(60) In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(61) b. Trainees (programs of the USDOL).

(62) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

(63) The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

(64) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(65) In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(66) c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(67) d. Apprentices and Trainees (programs of the U.S. DOT).

(68) Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

(69) **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(70) **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(71) **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(72) **8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(73) **9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(74) **10. Certification of eligibility.**

(75) a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(76) b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(77) c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(78) The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(79) **1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(80) **2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

(81) **3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

(82) **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor,

agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier

Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

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

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them 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;

(3) Are 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)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from

participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 any Federal contract, grant, loan, or cooperative agreement.

b. 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

Schedule 4

CON-100M

[Replacing Con-82/58]

State of Connecticut
Bureau of Engineering & Highway Operations
Office of Construction

Contract No. _____

Project No.(s) _____

Fed. Aid No(s). _____

Date CON-100M Prepared _____

CONTRACT STATUS

Town: _____

Full Description _____

Project Limits: (From): Start _____ (TO) : End _____

Contract Awarded on: _____ To: _____

Order to Start on: _____

Inspector: _____ Job Tel.: _____

Final Maint. Responsibility: _____ Date closed to traffic _____ Date open to traffic _____

Status of Contract (Check One)	Active ☐	Suspended ☐	Resumed ☐	Completed ☐
Date				

_____ on _____
Municipal Official

cc:
Construction Division Chief/Finals Section (Original)
Manager of Bridge Safety-
Manager of Inventory & Forecasting-
Director of Research & Materials (Completion Only)-
Office of Construction – Examiner's Supervisor-
District Finals Chief
MSAT File
Town of

Schedule 5

CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

POLICY NO. F&A-30
April 12, 2006

SUBJECT: Maximum Fees for Architects, Engineers, and Consultants

It is Department policy that maximum fees for architects, engineers, and consultants shall be in accordance with the provisions of Chapter 11 of United States Code Title 40, Part 36 of Title 48 of the Code of Federal Regulations (CFR) and 23USC 11 2(b)2:

> Under the terms of these federal regulations, the Department "shall accept indirect cost rates established in accordance with the Federal Acquisition Regulations for 1-year applicable accounting periods by a cognizant Federal or State government agency...." and "...shall apply such rates for the purpose of contract estimation, negotiation, administration, reporting and contract payment and shall not be limited by administrative or defacto ceilings of any kind."
>
> Travel - shall be the maximum established per the State Travel Regulations (managers' agreement).

If a project is federally funded in any phase, the above stated new requirements shall apply to all new agreements negotiated on or subsequent to December 1, 2005. New agreements that do not have federal funding in any phase, including construction will continue to apply the requirements of the Office of Policy and Management's (OPM) General Letter 97-1. Supplemental agreements negotiated on or after December 1, 2005, that are merely a continuation or refinement of work, shall continue to adhere to the maximums as contained in OPM's General Letter 97-1. Supplemental agreements that result in a new phase of work or more than a continuation or refinement of work will use the above stated new requirements. Supplemental agreements on federally funded projects that continue to utilize the OPM General Letter 97-1 maximums require the approval of the Federal Highway Administration before processing. Existing on-call assignments may be completed using the maximums in OPM's General Letter 97-1, as well as, new on-call assignments (projects) that have no federal funding. New on-call assignments (projects) that have federal funding must use the above stated new requirements. Extra work claims for existing agreements shall continue to adhere to those maximums established in OPM's General Letter 97-1. Computer Aided Design and Drafting (CADD) will be reimbursed through the overhead rate only.

This policy also applies to those entities (i.e., towns, utilities, etc.) that receive federal funding for any phase of a project.

(This Policy Statement supersedes Policy Statement No. F&A-30 dated December 17, 1996)

Stephen E. Korta, II
Commissioner

Schedule 6

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

November 21, 1996

GENERAL LETTER NO. 97-1

TO: All State Agencies

FROM: Michael W. Kozlowski, Secretary
Office of Policy & Management

SUBJECT: **Contract Fees for Architects, Engineers and Consultants on State Projects**

All Contracts for architects, engineers and consultants on capital projects or studies related thereto, shall be awarded on the following basis:

1. Principals -Maximum of $35/hour

   A. Corporations Principal is defined as follows:

      a. A corporate officer administratively responsible to the Corporation for the contract. The principal classification (whether corporate or other) is intended to include the principal's effort on the contract relating only to managing, directing and/or administering of the contract. In no event will the number of Principal hours established be in excess of 5% of the total contract salary hours established during negotiations.

      b. A principal may also work on the contract in the "employee" classification, for example; as a Project Manager, Draftsman, Senior Engineer, etc. While performing those services for which qualified, the principal's rate of pay shall be within the salary range for the specific classification.

2. Assistants - Actual payroll at straight time rates. Overtime at actual rates subject to prior approval.

3. Overhead and Profit - Actual but not to exceed 150% for a Home Office project; 125% for a Field Office project and 165% for an Environmental project

4. Travel - Maximum is established per the Stare Travel Regulations (Manager's Agreement.)

Each such contract must contain appropriate language to clearly acknowledge the parameters by this letter.

Schedule 7

CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

POLICY NO. F&A-10
June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site:www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

For questions, contact the Ethics Compliance Officer's Designee:

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546
Tel. (860) 594-3045

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Facs. (860) 566-3806
Web: www.ethics.state.ct.us

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. ***Gifts:*** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

   The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to $50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars ($10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars ($50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

   This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. ***Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:*** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at $100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the

monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa)* in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the $100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at $100 or more, even though each of the individual contributions is less than $100.

4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.

5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.

6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

   DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

   Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall not constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

   Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. ***Outside Business Interests:*** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect

financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.

9. ***Contracts With the State*:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at $100 or more unless the contract has been awarded through an open and public process.

10. ***Sanctioning Another Person's Ethics Violation*:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.

11. ***Certain Persons Have an Obligation to Report Ethics Violations:*** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.

12. ***Post-State Employment Restrictions:*** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees ***after they leave State service. Upon leaving State service:***

    - ***Confidential Information*:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.

    - ***Prohibited Representation*:** DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

    DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

    - ***Employment With State Vendors:*** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at $50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. ***Ethical Considerations Concerning Bidding and State Contracts:*** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;

- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and

- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp

- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp

- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the

Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)

Ralph J. Carpenter
COMMISSIONER

Attachment
List 1 and List 3
(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

Schedule 8

TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

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 shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), 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, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive 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 shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, 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 shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

   A. Withholding contract payments until the Contractor is in-compliance; and/or

   B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Schedule 9

SUPPLEMENTARY PROGRAM INFORMATION

FEDERAL

FEDERAL PROGRAM/GRANT IDENTIFICATION NUMBER	CONNDOT PROJECT NO.	FEDERAL PROJECT NO.	PHASE (1) (PE, ROW, CONST, CE)	EXPENDITURES (BY PHASE) (2)

(1) PRELIMINARY ENGINEERING (PE), RIGHTS OF WAY (ROW), CONSTRUCTION (CONST), CONSTRUCTION ENGINEERING (CE)

(2) THE SUM OF THE PROJECT EXPENDITURES SHOULD AGREE, IN TOTAL, TO THE PROGRAM EXPENDITURES.

STATE

STATE PROGRAM/GRANT INDENTIFICATION NUMBER	CONNDOT PROJECT NO.	PHASE (1) (PE, ROW, CONST, CE)	EXPENDITURES (BY PHASE) (2)

(1) PRELIMINARY ENGINEERING (PE), RIGHTS OF WAY (ROW), CONSTRUCTION (CONST), CONSTRUCTION ENGINEERING (CE)

(2) THE SUM OF THE PROJECT EXPENDITURES SHOULD AGREE, IN TOTAL, TO THE PROGRAM EXPENDITURES.

Schedule 10

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:
☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
☐ a. initial filing
b. material change
For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ Prime ☐ Subawardee
Tier_____, *if known:*
Congressional District, *if known:*

5. If Reporting Entity in No. 4 Is Subawardee, Enter Name and Address of Prime:
Congressional District, *if known :*

6. Federal Department/Agency:

7. Federal Program Name/Description:
CFDA Number, *if applicable:* _____

8. Federal Action Number, *if known :*

9. Award Amount, *if known* **:**
$

10. a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):

b. Individuals Performing Services *(including address if different from No. 10a)*
(last name, first name, MI):

(attach Continuation Sheet(s) SF-LLLA, if necessary)

11. Amount of Payment *(check all that apply):*
$ _____ ☐ actual ☐ planned

12. Form of Payment *(check all that apply):*
☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

13. Type of Payment *(check all that apply)*:
☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) SF-LLLA, if necessary)

15. Continuation Sheet(s) SF-LLLA attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item4) to the lobbying entity (item10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Revised 03-19-10/05-23-12/03-21-13/04-09-13 Final

AGREEMENT

BETWEEN THE CITY OF BRIDGEPORT

AND

(DEWBERRY ENGINEERS INC.)

FOR

CONSTRUCTION ENGINEERING & INSPECTION

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AGREEMENT

THIS AGREEMENT has been concluded at the City of Bridgeport, Connecticut by and between the City of Bridgeport, duly authorized, hereinafter referred to as the Municipality, and Dewberry Engineers Inc. a Corporation qualified to do business in Connecticut and having its office located at:

59 Elm Street
Suite 101
New Haven, CT 06510

authorized to practice professional engineering in Connecticut under the provisions of Chapter 391 of the General Statutes of Connecticut, as amended, acting herein by Mr. George Jacobs, PE , hereunto duly authorized, hereinafter referred to as the Consulting Engineer.

WHEREAS, the Municipality has determined, based on staffing requirements and/or special expertise requirements, that the services of a Consulting Engineer are required to perform construction engineering and inspection on State Project No. 15-358 (Federal Aid Project No. 1015-(124)) and;

WHEREAS, the Municipality has approved the contracting out for these services and;

WHEREAS, the Municipality has the authority to employ such assistance as it may require.

NOW, THEREFORE, KNOW YE THAT:

RESPONSIBILITY OF THE CONSULTING ENGINEER:

THE CONSULTING ENGINEER AGREES

(1) SCOPE OF SERVICES:

To perform construction engineering and inspection, under the general supervision of a Municipal Administrator in conformance with the "Connecticut Department of Transportation, (Bureau of Highways) Bureau of Engineering and Highway Operations, Manual of Organization Functions and Procedures, Office of Construction, January 2008, as amended", hereinafter referred to as the "Construction Manual", and the "Information Pamphlet for Consulting Engineers Performing Construction Inspection", dated August 2008, as amended, and hereinafter referred to as the "Information Pamphlet", and the "Municipality Manual, Connecticut Department of Transportation, Bureau of Engineering and Highway Operations, Office of Construction, Version 1, July 2008",

hereinafter referred to as the "Municipality Manual". The Consulting Engineer will perform construction engineering and inspection in accordance with the policies and procedures of the State, as specified in these documents and in accordance with the scope of services listed in this Paragraph, which include, but are not limited to, the following:

SURVEY

(a) All construction survey work with the exception of that work that is included in the construction contract to be accomplished by the Municipality's contractor as directed by the Municipal Administrator;

(b) The checking of all construction operations and layout staking performed by the Municipality's contractor as directed by the Municipal Administrator;

(c) All survey, construction staking, and layout work necessary for the accurate installation of fencing by the Municipality's contractor along the highway line, staking of non-access line, or other locations as directed by the Municipal Administrator;

(d) Provide, through information obtained from the Municipality's Municipal Administrator, all controls for relocations and installations to be made by public utility companies, railroads, and governmental agencies, which have an effect or are affected by construction of the project as directed by the Municipal Administrator;

(e) All work and measurements necessary for the computation of intermediate and final quantities such as, but not limited to, cross section measurements for borrow banks, rock excavation, structure excavation, excavation of unsuitable material and final cross section measurements along the completed roadway;

FIELD INSPECTION

(f) Inspection of all construction activities performed by the Municipality's contractor, including the observance and reporting of work performed by public utility companies, railroads, and governmental agencies, within the project limits. When the reimbursement to the outside agency is on an actual costs basis, the Consulting Engineer will keep a daily record of man hours, equipment hours, and materials used, salvaged or scrapped in performing the work, on forms CON-40 and CON-41 and certain comparable railroad forms. He shall give sufficient inspection to utility relocation work to ensure conformance to the approved plan of relocation;

(g) All on-the-job testing and sampling of materials as specified in the "Construction Manual" and "Information Pamphlet". Excepted from testing and sampling are those functions performed by the District Laboratory and/or the

State Laboratory and not specifically made a responsibility of the Consulting Engineer. The Consulting Engineer agrees to properly lift and protect the test specimens until transported to the State Laboratory;

(h) The performance of all necessary field density tests. The nuclear density gauge unit shall contain a full data processor, which holds all calibration constants necessary to compute and directly display wet density, moisture, and dry density either in pounds per cubic foot, or grams per cubic centimeter. The data processor shall compute and display the percent moisture and percent density on dry weight. The Consulting Engineer will be responsible for providing the gauge, calibration, and operation of the nuclear gauge;

CONSTRUCTION ENGINEERING

(i) The technical investigation and/or analysis and recommendation for settlement of monetary or other claims brought against the Municipality and/or the State by Contractor(s) or others;

(j) The coordination and implementation of all engineering, technical or administrative determinations made by the Municipality and/or the State;

(k) To receive shop details and construction drawings from the Municipality's contractor and transmit same to the Municipality, the State or others for review and approval. These shop details and construction drawings shall include, but are not limited to, cofferdam details, pile loading tests, false work, and details of all other items required to assure their general compliance with design plans, specifications, and acceptable construction procedures and standards;

(l) Consulting Engineer to review and provide engineering recommendations related to submittals, working drawings, and technical reviews of the work contemplated by the construction contract;

(m) To investigate and facilitate resolution to technical problems or design issues associated with the construction of the project;

ADMINISTRATIVE

(n) To prepare and submit for approval all construction orders and all partial, monthly, and final Municipality's contractor's estimates;

(o) To revise the original construction contract drawings (plans) to show the facility "as-built," as further defined in Paragraph (18);

(p) The preparation of correspondence to the Municipality's

contractors, fabricators, designers, and others, including reports, memoranda, requests for material tests, forms, and all other documents required for proper inspection of the construction project;

(q) All other operations which become necessary to properly inspect the work of the construction contractor to determine his compliance with the following documents:

"State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction", Form 816, hereinafter referred to as "Standard Specifications",

Project Special Provisions and all other contract documents and memoranda,

"Public Service Facility Policy and Procedures for State Highways in Connecticut", dated June 1, 1987, hereinafter referred to as "Public Service Facility Policy".

(2) QUALIFICATIONS OF CONSULTING ENGINEER PERSONNEL:

That all personnel employed by the Consulting Engineer shall meet the minimum education, experience, training, and certification requirements for their applicable classification of employment as defined in the current edition of the "Information Pamphlet". In addition, all inspection personnel shall possess one of the following:

1. Registration as a Professional Engineer in Connecticut.

2. Engineer in Training Certification.

3. Bachelor of Science Degree in Civil Engineering or related field or an Associates Degree in Civil Engineering (Structural or Highway technology).

4. NICET Transportation Engineering Technology/Highway Construction certification (Level II or higher).

5. Level I enrollment in the NICET Transportation Engineering Technology/Highway Construction Certification Program. Level I will be used for training purposes only.

6. All Inspection Staff on bridge painting projects shall be certified at the NACE Intermediate Coating Inspection Level. All Resident Engineers or Chief Inspectors on bridge painting projects shall be NACE certified Coating Inspectors with the appropriate years of experience.

The Municipality has the right, during the term of this Agreement, to remove from the project any person or persons employed by the Consulting Engineer, who in the sole opinion of the Municipality has misconducted himself or herself or is incompetent in the performance of their assigned duties, or who neglects or refuses to require compliance with the Plans, Specifications, or Project Special Provisions. Such person or persons shall not be reemployed without the written consent

of the Municipality. The Municipality reserves the right to prequalify the Consulting Engineer's supervisory and inspection personnel, determine the size of the inspection force required, and to direct the assignment and the reassignment of inspection personnel at its discretion, as deemed necessary by the Municipality.

(3) WORK PERIOD

(a) Complete all work stipulated in Paragraphs (1) and (18) of this Agreement within 60 calendar days, commencing from the date stipulated by the Municipality in a formal notice to proceed. A calendar day shall be every day in the week, Saturdays, Sundays, and holidays included.

(b) The Municipality may extend the allotted time beyond the period specified above when the work has been delayed for reasons beyond the control of the Consulting Engineer. The Consulting Engineer may present to the Municipality, in writing, request for extension of allotted time for completion of the work. The Municipality will evaluate such requests, and if the Municipality determines such requests are based on valid grounds, shall grant such extension of time for completion of the work as the Municipality deems warranted. All requests for extension of time must be made prior to the expiration of calendar days specified in Paragraph (3)(a) above. Decisions made by the Municipality relative to the granting of extension of time shall be final and binding.

(c) The Consulting Engineer agrees that no charges or claim for damages or additional compensation including lost profit shall be made by the Consulting Engineer unless the allotted additional time constitutes extra work as defined in Paragraph (4) of this Agreement. Delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Municipality may determine, it being understood, however, that the permitting of the Consulting Engineer to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Municipality of any of its rights herein.

(d) The Municipality will not consider any proposal by the Consulting Engineer for renegotiation of the maximum payment exclusive of extra work specified in Paragraph (41) of this Agreement unless 60 calendar days have elapsed since the initial formal notice to proceed.

(4) EXTRA WORK

Make any revisions, additions, deletions, modifications, corrections, substitutions, or changes to the work or changes in operations performed by the Consulting Engineer as may be ordered by the Municipality or any of its duly authorized representatives at any time during the life of this Agreement. No additional payment will be made for such revisions, additions, deletions, modifications, corrections, substitutions, or changes to the work or operations, unless such

changes constitute Extra Work.

Extra Work is defined as follows:

(a) Such additional work as ordered by the Municipality beyond the scope of this Agreement to the extent that such work will not be reflected in the payment for services specified in Paragraph (40) of this Agreement.

(b) Such work as shall supersede or revise completed work that has been accepted in writing by the Municipality. Changes such as those to effect refinements in the work or inspection documents and such as those made necessary by errors, omissions, oversight or neglect on the part of the Consulting Engineer, will not be considered Extra Work.

In the event that changes in the Consulting Engineer's work or operations are suggested which, in the opinion of the Consulting Engineer, would result in Extra Work, he shall immediately submit complete documentation of the claim and upon the Municipality's concurrence shall submit an estimate of the cost for the Extra Work and refrain from working on the Extra Work item while the Municipality reviews the claim, or proceed otherwise if specifically directed by the Municipality. If approval is denied, the Consulting Engineer shall continue to process the work without delay and payment will be made according to the terms of this Agreement. No work, other than that for which a claim is being reviewed, shall be delayed pending a decision of the Municipality.

Unless the Consulting Engineer identifies and the Municipality acknowledges Extra Work prior to its performance, the Municipality will not be obligated to consider it as Extra work after the fact.

Extra Work costs shall be segregated by the Consulting Engineer to facilitate audit at a later date by the Municipality and the State or the Federal Highway Administration.

Extra Work that results in a cumulative fee exceeding the amount specified in Paragraph (41) shall be performed and paid for under a supplemental agreement specifically drawn for this work.

(5) ERRORS AND OMISSIONS BY THE CONSULTING ENGINEER

That any amount paid out by the Municipality arising from or resulting from errors, omissions, or failures on the part of the Consulting Engineer to meet professional standards of construction engineering and inspection, will be recovered from the Consulting Engineer by deductions from payments due him under the terms of this Agreement or other legal means. The Consulting Engineer shall be notified by the Municipality of any potential claim prior to the Municipality deducting amounts from payments due, he shall be afforded an opportunity to respond to and defend against such claim or alleged claim in an informal proceeding before the Municipal Administrator or his designee.

(6) RESPONSIBILITY FOR ACCURACY OF WORK

Assume full responsibility for the accuracy of all products of its work

under this Agreement including any supplements thereto, and shall so indicate by affixing the Connecticut Certificate of Registration Number for the Corporate Practice of Engineering by a corporation or limited liability company on the Title Sheet(s) of all plans and/or documents, as well as the signature and Connecticut Professional Engineer's Seal of the individual(s) in charge of the work performed under the terms of this Agreement. Each individual listed on the said Connecticut Corporate Certificate of Registration as an engineer or land surveyor for a corporation or limited liability company, or so listed on the subsequently amended Corporate Certificate of Registration, shall be registered as a Professional Engineer or Land Surveyor (whichever is appropriate) in Connecticut, throughout the life of this Agreement, including any supplements thereto, all in accordance with existing Statutes of the State of Connecticut and the regulations of the State Board of Examiners for Professional Engineers and Land Surveyors.

With prior written approval of the Municipality, the Consulting Engineer shall retain a Connecticut registered Land Surveyor either as a member of his organization or as an independent subcontractor to perform Consulting Engineer and accept complete responsibility for all survey operations required under this Agreement, including any supplements thereto, all such performance being in strict conformance to all specifications and requirements established herein. Said Connecticut registered Land Surveyor shall assume full responsibility for the accuracy of all products of his surveying work produced under this Agreement, including any supplements thereto, and shall indicate acceptance of said responsibility by affixing his signature and Connecticut Land Surveyor's Seal to the Title Sheet(s) of all maps, plans, and/or other documents so produced.

6) RESPONSIBILITY FOR ACCURACY OF WORK

To assume full responsibility for the accuracy of all products of his engineering work produced under this Agreement, including any supplements thereto, and shall indicate acceptance of said responsibility by affixing his signature and Connecticut Professional Engineer's Seal on the Title Sheet(s) of all plans, designs, and/or documents so produced. Each Partner who will be performing engineering work under this Agreement shall be registered as a Professional Engineer in Connecticut, throughout the life of this Agreement, including any supplements thereto, all in accordance with existing Statutes of the State of Connecticut and the regulations of the State Board of Registration for Professional Engineers and Land Surveyors.

With prior written approval of the Municipality, the Consulting Engineer shall retain a Connecticut registered Land Surveyor either as a member of his organization or as an independent subcontractor to perform and accept complete responsibility for all survey operations required under this Agreement, including any supplements thereto, all such performance being in strict conformance to all specifications and requirements established herein. Said Connecticut registered Land Surveyor shall assume full responsibility for the accuracy of all products of his surveying work produced under this Agreement, including any supplements thereto, and shall indicate acceptance of said responsibility by affixing his signature and Connecticut Land Surveyor's Seal to the Title Sheet(s) of all maps, plans, and/or other

documents so produced.

(7) FURNISHING OF TOOLS OF THE TRADE BY CONSULTING ENGINEER

To furnish all tools of the trade and equipment necessary for the satisfactory performance of the services required by this Agreement at no direct cost to the Municipality.

(8) CONSULTING ENGINEER'S INSPECTION FORCE

To furnish an inspection force at the level of and in the numbers established by negotiations for the construction engineering and inspection of this contract. The Resident Engineer/Chief Inspector shall work under the general supervision of the Municipality's Municipal Administrator. All orders to the Municipality's contractor on site will be transmitted by the Consulting Engineer's Resident Engineer/Chief Inspector.

(9) ATTENDANCE AT TRAINING SEMINARS, SCHOOLS, AND/OR MEETINGS

That the Municipality reserves the right, during the term of this Agreement, to require the presence of the Consulting Engineer's personnel at training schools, seminars, or other meetings as may be required.

(10) COOPERATION WITH OTHERS

To cooperate fully with other Consulting Engineers, state personnel, municipal officials, public utility companies, railroads, governmental agencies, and others engaged in surveying, mapping, designing, inspection and construction services, or work on traffic control, lighting, and other facilities within or adjacent to the project; to attend such meetings, discussions and hearings as may be requested by the Municipality; to furnish plans and other data as may be requested from time to time by the Municipality to effectuate this cooperation; and to comply with all orders given by the Municipal Administrator in connection with the work under this Agreement.

(11) PROTECTION OF RECORDS

To cooperate fully with the Municipality and the State and to maintain and protect complete construction records at the field office for review, use, and approval at all times. These records shall be transferred to the custody of the Municipality when the Consulting Engineer has completed his assignment or when requested by the Municipality and final payment to the Consulting Engineer shall be withheld until such transfer has been completed.

(12) INSURANCE

With respect to the operations performed by the Consulting Engineer under the terms of this Agreement and also those performed for the Consulting Engineer by its subcontractors, the Consulting Engineer will be required to carry for the duration of this Agreement, and any supplements thereto, with the Municipality and the State being named as an additional insured party for paragraphs (A) and (B) below, the

following minimum insurance coverages at no direct cost to the State or Municipality. In the event the Consulting Engineer secures excess/ umbrella liability insurance to meet the minimum requirements specified in paragraphs (A) and/or (B) below, the Municipality and State of Connecticut shall be named as an additional insured.

A. COMMERCIAL GENERAL LIABILITY

The Consulting Engineer shall carry Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars ($1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars ($2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

B. AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars ($1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars ($2,000,000).

C. RAILROAD PROTECTIVE LIABILITY

When the Agreement requires work on, over or under the right of way of any railroad company, the Consulting Engineer shall provide, with respect to the operations that it or its subcontractors perform under the Agreement, Railroad Protective Liability Insurance for and on behalf of the railroad company as named insured, and the Municipality and State named as additional insured, providing for coverage limits of (1) not less than Two Million Dollars ($2,000,000) for all damages arising out of any one accident or occurrence, in connection with bodily injury or death and/or injury to or destruction of property; and (2) subject to that limit per accident, a total (or aggregate) limit of Six Million Dollars ($6,000,000) for all injuries to persons or property during the policy period. If such insurance is required, the Consulting Engineer shall obtain and submit the minimum coverage indicated above to the Municipality prior to the commencement of rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by the Municipality.

D. VALUABLE PAPERS AND RECORDS

The Consulting Engineer shall secure and maintain a Valuable Papers Insurance Policy at no direct cost to the Municipality, until the work has been completed and accepted by the Municipality. Said Policy will assure the Municipality that all records, papers, maps,

statistics, survey notes and other data shall be reestablished, recreated, or restored if made unavailable by fire, theft, flood, or any other cause. This policy shall provide coverage in the amount of Fifty Thousand Dollars ($50,000) regardless of the physical location of the insured items.

E. WORKERS' COMPENSATION

With respect to all operations the Consulting Engineer performs and all those performed for the Consulting Engineer by subcontractors, the Consulting Engineer and subcontractor(s) shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.

F. PROFESSIONAL LIABILITY INSURANCE

Secure and maintain at no direct cost to the Municipality a Professional Liability Insurance policy for errors and omissions in the minimum amount of Two Million Dollars ($ 2,000,000). The Consulting Engineer shall obtain the appropriate and proper endorsement to its Professional Liability Policy to cover the Indemnification clause in this contract as the same relates to negligent acts, errors or omissions in the work performed by the Consulting Engineer. The Consulting Engineer may, at his election, obtain a policy containing a maximum Two Hundred Fifty Thousand ($ 250,000) deductible clause, but if he should obtain a policy containing such a clause the Consulting Engineer shall be liable, as stated above herein, to the extent of the deductible amount. The Consulting Engineer shall continue this liability insurance coverage for a period of three (3) years from the date of completion of Consulting Engineer's work.

It is understood that the above insurance may not include standard liability coverage for pollution and/or environmental impairment. However, the Consulting Engineer agrees to acquire and maintain pollution and environmental impairment coverage as part of this Professional Liability Insurance, if such insurance is applicable to the work performed by the Consulting Engineer under this agreement.

Failure of the Consulting Engineer to maintain insurance coverage in accordance with the terms of the agreement shall constitute a violation of the agreement and shall subject the Consulting Engineer to liquidated damages in the amount of ten percent (10%) of the total contract price, subject to the continued commercial availability of such insurance.

G. CERTIFICATE OF INSURANCE

The Consulting Engineer agrees to furnish to the Municipality a Certificate of Insurance on the ACCORD form(s), in conjunction with Items A, B, C, D, E and F above, fully executed by an insurance company or companies satisfactory to the Municipality, for the insurance policy or polices required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. The Municipality and the State of Connecticut shall be named as additionally insured.

The Consulting Engineer shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the Municipality or the State. In providing said policies, the Consulting Engineer may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this agreement/contract.

(13) RESPONSIBILITY FOR CLAIMS AND LIABILITY

To indemnify and save harmless the Municipality and/or the State of Connecticut, its officers, agents, and employees from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance, negligent acts, errors, or omissions in the work performed by the Consulting Engineer and/or any of its subcontractors under this Agreement, including any supplements thereto, or resulting from the nonperformance of the Consulting Engineer and/or any of its subcontractors of any of the covenants and specifications of this Agreement, including any supplements thereto, and such indemnity shall not be limited by reason of any insurance coverage.

It is further understood and agreed by the parties hereto, that the Consulting Engineer shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the Municipality and the Consulting Engineer, unless requested to do so by the Municipality. If this Agreement is between the State and a Municipality, the Municipality agrees that in the event of an adjustment of claims or in the defense of any suit between the State and the Municipality, the Municipality shall not use the defense of Governmental Immunity.

(14) RESTRICTIONS ON SUBLETTING OF AGREEMENT/INSURANCE REQUIREMENT FOR SUBCONTRACTING ENGINEERS

That the Consulting Engineer shall not sublet, subcontract, sell, transfer, assign, or otherwise dispose of this Agreement or any portion, thereof, or of the work provided for herein, or of his right, title, or interest herein, to any person, firm, partnership or corporation without the written consent of the Municipality and then he shall do so only by executing a subcontractor's agreement and shall furnish the Municipality a certified copy of this subcontractor's agreement. Any work subcontracted by the Consulting Engineer will be paid for by the Municipality at the actual costs to the Consulting Engineer with no additions. For breach or violation of the above stipulation, the Municipality shall have the right to annul this Agreement without liability. The Consulting Engineer shall also furnish to the Municipality certification of Public Liability and Property Damage Insurance Coverage, regular Protective Public Liability Insurance Coverage, and Professional Liability Insurance coverage, if applicable, for and in behalf of the Municipality and the State of Connecticut from the subcontractor. Each insurance policy shall state that the insurance company has a right and duty to defend the insured against any suit seeking damages (or under Workers' Compensation, benefits) to which the referenced insurance policy applies and may investigate and settle any claim or suit as they deem appropriate. The insurance company's duty to defend or settle any claim or suit ends

when the applicable limit of liability has been exhausted in the payment of judgments or settlements. In general, work that is to be sublet will be limited to that of an unusual or highly specialized nature, or work of relatively short or intermittent duration which can be more efficiently performed by a subcontractor. It is understood that the Municipality is not bound to the subcontractor for suits or other litigation resulting from the work performed by him.

(15) TERMINATION

That the Municipality, by written notice to the Consulting Engineer, may suspend, postpone, abandon, or terminate this Agreement for the convenience of the Municipality, for violation by the Consulting Engineer of any provision contained in this Agreement, or for any failure by the Consulting Engineer to render to the satisfaction of the Municipality the services required under this Agreement, including any failure to make acceptable progress with work required under this Agreement. Such action on the part of the Municipality shall in no event be deemed a breach of contract. Upon receipt of written notification from the Municipality that this Agreement is to be suspended, postponed, abandoned, or terminated, the Consulting Engineer shall immediately cease operations on work required under this Agreement. Upon receipt of written notification that this Agreement is to be abandoned or terminated, the Consulting Engineer shall also immediately assemble all material which is in its possession or custody and which has been prepared, developed, furnished, or obtained under the terms of this Agreement, and shall transmit the same, together with the Consulting Engineer's evaluation of the cost of the work performed, to the Municipality on or before the fifteenth day following the receipt of written notice of abandonment or termination. Said material shall include, but not be limited to, documents, plans, computations, drawings, notes, records, and correspondence. Upon receipt of this material, the Municipality shall make settlement with the Consulting Engineer in one of the following manners:

(a) If the Municipality terminates this Agreement for its convenience, the Municipality shall make an equitable adjustment of the contract price, but in doing so shall include no payment or other consideration for anticipated profit on unperformed services.

(b) If the Municipality terminates this Agreement because the Consulting Engineer has failed to fulfill its obligations under the Agreement, the Municipality may complete the work required hereunder by contracting with another party or by any other means, and the Consulting Engineer shall be liable for any additional costs incurred by the Municipality in doing so.

(c) If the Municipality, after terminating the Consulting Engineer for alleged

failure to fulfill its obligations under this Agreement, determines that the Consulting Engineer has not failed to fulfill those obligations, the rights and remedies of the parties shall be the same as if the Municipality had terminated the Agreement for convenience.

In determining the basis for such equitable settlement for items (a), (b), and (c) as indicated above, the Municipality shall take into account any monies owed the Consulting Engineer for work previously performed under this Agreement, less any payments previously made for said work, and the amount of reimbursable expenses incurred by the Consulting Engineer, less any payments previously made, to reimburse the Consulting Engineer for those expenses.

The Consulting Engineer agrees to accept the Municipality's valuation of the work performed under this Agreement, and the Municipality will not be liable for any profit that the Consulting Engineer expected or might have expected to make on portions of the Project work that have not been performed.

If postponement, suspension, abandonment, or termination is ordered by the Municipality because it lacks sufficient funding to complete or proceed with the Project, the Consulting Engineer may not make a claim against the Municipality in any form or forum for loss of anticipated profit or for any other reason related to the Project or this Agreement.

The rights and remedies of the Municipality under this Article are in addition to any other rights and remedies that the Municipality may possess by law under this Agreement.

Decisions of the Municipality on matters discussed in this Article shall be final and binding.

(16) PROGRESS REPORTS

To submit monthly progress reports, in quadruplicate, by calendar months to the Municipality showing the percentage of construction work performed to date. These progress reports, together with copies of certified monthly payrolls for all approved personnel, and such other supporting data as may be required, shall be subject to examination and approval by the Municipality and the State.

(17) PAYMENT TO THE CONSULTING ENGINEER

To accept payment for all services rendered in connection with this Agreement, in accordance with the sum or sums hereinafter stipulated in Paragraphs (40) and (41) of this Agreement.

(18) SUBMITTAL OF ESTIMATES AND FINAL DOCUMENTS/SUBMISSION OF CERTIFIED STATEMENT

To prepare and submit for approval construction contractor's monthly/semimonthly estimates and a final construction estimate. The

final estimate shall be supported by a complete set of all pertinent job records and shall be furnished to the Municipality within the time frame stipulated herein.

To furnish the following documents to the Municipality within sixty (60) calendar days of the completion date of construction as noted on the CON-82.

(1) (a) Final Estimate, (b) Index of Construction Orders, (c) Records of Daily Cost Plus, (Form CON-9), (d) Receipted Bills Supporting Cost Plus, (e) Final Construction Order, (f) Statement of Credits due the State, if applicable, and (g) Substantiating Evidence, if escalator clause is invoked, (h) Construction Report, (i) Statement of Working Days, (j) Breakdown of Participating and Non-Participating Cost by Project, (k) Substantiation of Payments made to D.B.E.'s or S.B.E.'s and a determination on recommended monetary assessments for failure to meet contract assignment goals for D.B.E.'s or S.B.E.'s work performance and any other required documents.

(2) When requested by the Municipal Administrator, the complete set of original contract drawings (plans) showing as-built details for the plans, profiles, cross-sections and all diaries, field books, and other data in conformance with the requirements of the Construction Manual. The Consulting Engineer further agrees to submit, upon completion of construction, a statement certified by a professional engineer licensed in the State of Connecticut. This statement shall verify that the project, as built, conforms to the contract plans and/or the contract plans as modified by the construction orders approved by the Municipality and the State in all instances and that work performed and materials furnished comply with the requirements of the plans, specifications, and orders of the Municipality, and that all payments to the construction contractor are in conformance with the specifications.

If it is determined that the documents in (1) and (2) of this Article cannot be furnished within sixty (60) calendar days of the completion date of construction as noted on the CON-82, then by the forty-fifth (45th) day, the Consulting Engineer shall provide the Municipality with a listing of documents/information still required from the Contractor. At that time, a determination will be made by the Municipality on whether the Consulting Engineer will be extended to complete the remaining documents or whether the Municipality will complete the remainder.

If for causes within his control, the Consulting Engineer fails to furnish the Municipality with the documents noted in (1) and (2) of this Article within the allotted time, the Municipality may assess Consulting Engineer:

a) Liquidated damages in the amount of Two Hundred Forty Dollars ($240) per calendar day for each day beyond the stipulated sixty (60) calendar days until submission of the required documents, and

b) Correction of errors and/or omissions will be made at the

Consulting Engineer's own expense.

(19) AGENT FOR SERVICE OF PROCESS

That the Secretary of State of the State of Connecticut (including any successor thereto) is hereby appointed by the Consulting Engineer as its agent for service of process for any action arising out, or as a result, of this Agreement, such appointment to be in effect throughout the life of this Agreement including any supplements hereto, and all renewals thereof, if any, and six (6) years thereafter except as otherwise provided by Statute.

(20) SUBMITTAL OF CERTIFIED PAYROLL

To submit to the Municipality each month two (2) copies of a certified payroll, on a form acceptable to the Municipality, of the Consulting Engineer's own field forces and those of approved subcontractors. These payrolls shall be used as a basis in computing each month's payment. The certification shall be dated, signed, and read as follows: "I (Name of Consulting Engineer or Subcontractor), do hereby certify that during the period covered by this payroll, all personnel shown were working on the project, and their salary, rate of compensation, hours worked, and amount earned, is a true and accurate report". The personnel shown on the certified payroll, their employment and duration of employment, salary or hourly rate, hours of work, including overtime, if any, overtime rate, and all changes in status of any of the before mentioned information, shall have the prior written approval of the Municipality.

(21) COVENANT AGAINST CONTINGENT FEES

The Consulting Engineer agrees and warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consulting Engineer, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consulting Engineer, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, the State shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the payments due the Consulting Engineer, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(22) MAINTENANCE AND AUDIT OF RECORDS

The Consulting Engineer agrees to incorporate the entire Maintenance and Audit of Records article of this Agreement, in all subconsultant agreements.

(a) Project Accounts

The Consulting Engineer shall maintain an accounting system that is adequate to segregate and accumulate reasonable, allocable costs and maintain accounts and records in accordance with generally accepted accounting principles consistently applied.

(b) Allowable Costs

The authority for determining allowable costs under the Agreement shall be "Title 48, Chapter 1, Federal Acquisition Regulations, Parts 31.0, 31.1 and 31.2," which is incorporated herein by reference.

(c) Audit and Inspection of Records

The Consulting Engineer shall permit the authorized representatives of the Municipality, the State, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the Consulting Engineer relating to his performance under the Agreement until the expiration of three (3) years after final payment under this Agreement.

The Consulting Engineer agrees to forward to the Office of External Audits of the Connecticut Department of Transportation, upon request, a detailed job cost report of all project costs incurred under this Agreement.

The Consulting Engineer further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Municipality, the State, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontractor. The term "subcontract" as used in this clause excludes work not exceeding $25,000.00.

The periods of access and examination described above, for records which relate to (1) appeals for disputes, (2) litigation of the settlement of claims arising out of the performance of this Agreement, or (3) costs and expenses of this Agreement as to which exception has been taken by the Municipality, the State, the Comptroller General, or any of their duly authorized representatives, shall continue until final disposition of all such appeals, litigation, claims, or exceptions.

In accordance with Title 23 CFR, Chapter 1, Part 172.7(d), the Connecticut Department of Transportation as recipient or subrecipient of federal-aid highway funds, may share the audit information in complying with the State or subrecipient's acceptance of a Consulting Engineer's overhead rates provided that the Consulting Engineer is given notice of each use and transfer.

(d) Record Retention

The Consulting Engineer agrees that it shall preserve all of its records and accounts concerning the implementation of this Agreement including, but not limited to, any records, books, or other documents relative to charges, including charges for Extra Work, alleged breaches of agreement, settlement of claims, soils and foundation services, or any other matter involving the Consulting Engineer's or Subcontractor's demand for compensation by the Municipality for a period of not less

than three (3) years from the date of the final payment under this Agreement. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

(e) Annual Audit of In-House Unit Cost Rates

The Consulting Engineer agrees to have a CPA perform an audit of any in-house unit cost rate(s) billed by the Consulting Engineer. The audit shall be performed in accordance with Government Auditing Standards promulgated by the Comptroller General of the United States. The schedule(s) which detail the computation of the audited unit cost rate(s) must present the individual expenses applicable and the actual usage which is the basis for the unit cost rate(s). The audit shall include the CPA's opinion as to whether the statement is fairly presented in accordance with "Title 48, Chapter 1, Federal Acquisition Regulations, Parts 31.0, 31.1 and 31.2". This audit may be submitted with the audit of indirect costs. Failure to submit this audit will result in any costs billed by the Consulting Engineer for in-house charges to be considered ineligible for reimbursement.

The Consulting Engineer agrees to forward the above audit to the Office of External Audits of the Connecticut Department of Transportation within ninety (90) days following the close of each fiscal year during the term of this agreement

The Consulting Engineer agrees to forward to the Office of External Audits of the Connecticut Department of Transportation within thirty (30) days of issuance, copies of audits of the in-house unit cost rates issued by other State or Federal Agencies that are performed in accordance with Government Auditing Standards using the criteria for determining acceptable costs contained in "Title 48, Chapter 1, Federal Acquisition Regulations, Parts 31.0, 31.1 and 31.2".

While it is the intent of the State to rely on the work of the other States, Federal Agencies or independent Certified Public Accountant, the State reserves the right to audit or review any records of the Consulting Engineer, review the working papers of the independent Certified Public Accountant and contact or obtain information from any other State or Federal Agency when in its judgment, the best interests of the State so require.

(f) Annual Audit of Indirect Costs

The Consulting Engineer agrees to prepare a "Schedule of Indirect Costs" from its operations for each fiscal year which the Agreement covers. The schedule shall consist of direct labor costs and indirect costs listed by accounts for home office design and construction engineering/inspection (field) projects, if applicable.

The Consulting Engineer agrees to have this schedule audited by an independent Certified Public Accountant (CPA). The audit shall be performed in accordance with Government Auditing Standards promulgated by the Comptroller General of the United States. The audit shall include the CPA's opinion as to whether the statement is fairly presented in accordance with "Title 48, Chapter 1, Federal Acquisition

Regulations, Parts 31.0, 31.1 and 31.2".

The Consulting Engineer agrees to forward the above audit to the Office of External Audits of the Connecticut Department of Transportation within ninety (90) days following the close of each fiscal year for which the Agreement covers.

The Consulting Engineer agrees to forward to the Office of External Audits of the Connecticut Department of Transportation within thirty (30) days of issuance, copies of Indirect Cost audits issued by other State or Federal Agencies that are performed in accordance with Government Auditing Standards using the criteria for determining acceptable costs contained in the "Title 48, Chapter 1, Federal Acquisition Regulations, Parts 31.0, 31.1 and 31.2".

The Consulting Engineer agrees to forward within thirty (30) days of issuance, a copy of the company's annual financial schedule audit to the Office of External Audits of the Connecticut Department of Transportation.

While it is the intent of the State to rely on the work of the other States, Federal Agencies or independent Certified Public Accountant, the State reserves the right to audit or review any records of the Consulting Engineer, review the working papers of the independent Certified Public Accountant and contact or obtain information from any other State or Federal Agency when in its judgment, the best interests of the State so require.

The Consulting Engineer also agrees it shall make arrangements with their Certified Public Accountant to have copies of their working papers forwarded to the Office of External Audits of the Connecticut Department of Transportation when requested.

(23) COMMENCEMENT OF SERVICES

That the Consulting Engineer shall not begin performance under the terms of this Agreement until notified by the Municipality in writing. With written authorization from the Municipality, the Consulting Engineer may commence operations prior to the start of the construction contract.

(24) DIRECT COST ITEMS

The Consulting Engineer hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy No. F&A-34, April 21, 2005, Subject: Policy on the Acquisition and Inventory of Equipment Purchased by Consultants".

(25) CARE OF MUNICIPALLY-OWNED EQUIPMENT

That the Consulting Engineer will assume full responsibility for the use and care of all Municipally-owned equipment issued for use on the Project. This equipment is to be returned to the Municipality upon completion of the Project in good condition. The Consulting Engineer will replace at no cost to the Municipality any Municipally-owned equipment which is lost or damaged except for normal wear and tear, as determined by the Municipality, while in the Consulting Engineer's

possession.

(26) CLAIMS OF INJURIES OR DAMAGE DUE TO THE CONTRACTOR'S OPERATIONS

That while engaged in performing the provisions or terms of this Agreement, the Consulting Engineer will ensure that the following steps will be adhered to concerning claims of injury or damage due to the construction contractor's operations:

(a) That the Consulting Engineer will advise all claimants to submit the claim in writing to the Municipality, which for the purpose of this Paragraph will be interpreted to mean the Municipal Administrator at the appropriate address.

(b) That the Consulting Engineer will record for the project file pertinent information concerning claims or potential claims including name, date, time, and nature of the claim or potential claim as these claims/potential claims become apparent.

(c) That the Consulting Engineer will file a report for the project records if required to do so by the Municipality.

(27) CONFLICTS BETWEEN DOCUMENTS AND AGREEMENT

That the Consulting Engineer agrees in case of conflict between the terms of this Agreement and the terms or requirements of documents mentioned herein, the stipulations contained in this Agreement shall govern, and that wherever a blank ( ) or the words "DOES NOT APPLY" appears in all copies of this Agreement, this represents a deletion of a condition which does not apply to this contract.

(28) POLICY ON DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The Contracting Engineer shall comply with this provision in accordance with the "Agreements With Goals Special Provisions Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers For Federal Funded Projects", as set forth in Exhibit A, Schedule 1 (attached herewith) dated January 24, 2011.

(29) SMALL CONTRACTOR AND/OR SMALL CONTRACTOR MINORITY BUSINESS ENTERPRISES (SET-ASIDE) **DOES NOT APPLY**

~~The Consulting Engineer shall cooperate with the State in implementing the required contract obligations concerning "Small Contractor" and/or "Small Contractor Minority Business Enterprises" utilization on this Agreement in accordance with Section 32-9c of the Connecticut General Statutes, as revised. The Consulting Engineer shall comply with this provision in accordance with the "Special Provisions, Small Contractor And Small Contractor Minority Business Enterprises (Set Aside)", as set forth in Exhibit A, Schedule 2 (attached herewith) dated March, 2001.~~

~~The State advises the Consulting Engineer that failure to carry out the requirements set forth in said "Special Provisions, Small Contractor And Small Contractor Minority Business Enterprises (Set Aside)" shall constitute a breach of contract and may result in termination of this Agreement by the State or such remedy as the State deems appropriate.~~

(30) PROMPT PAYMENT TO SUBCONTRACTOR(S) AND RELEASE OF RETAINAGE

The Consulting Engineer hereby acknowledges and agrees to comply with the policies enumerated in the Commissioner's Letter dated October 26, 1988 Re: Prompt Payment to Subcontractor(s), as set forth in Exhibit A, Schedule 3 (attached herewith) as revised.

The Consulting Engineer shall pay the subcontractor for work performed within thirty (30) days after the Consulting Engineer receives payment for the work performed by the subcontractor. Also, any retained monies on a subcontractor's work shall be paid to the subcontractor within thirty (30) days after satisfactory completion of all of the subcontractor's work.

For the purpose of this Article satisfactory completion shall have been accomplished when:

(1) The subcontractor has fulfilled the contract requirements of both the Municipality and the subcontract for the subcontracted work, including the submission of all submittals and audit requirements stipulated in Article 22(f), when applicable, and

(2) The work done by the subcontractor has been reviewed and accepted by the Municipality and final approval of the subcontractor's work has been determined and agreed upon.

If the Consulting Engineer determines that a subcontractor's work is not complete, the Consulting Engineer shall notify the subcontractor and the Municipality, in writing, of the reasons why the subcontractor's work is not complete. This written notification shall be provided to the subcontractor and the Municipality within twenty-one days of the subcontractor's request for release of retainage.

The above requirements are also applicable to all sub-tier subcontractors and the above provisions shall be made a part of all subcontract agreements.

Failure of the Consulting Engineer to comply with the provisions of this section will be reflected in the "Consultant Performance Evaluation" for future projects.

(31) CONNECTICUT DEPARTMENT OF TRANSPORTATION SUBCONSULTANT PAYMENT LOG

The Consulting Engineer understands and agrees that a "Connecticut Department of Transportation Subconsultant Payment Log" Form shall be completed quarterly (January, April, July, and October) and furnished to the Municipality for each subcontractor the Consulting Engineer utilizes under this Agreement. Instructions for completing and processing this Form are stipulated on its reverse side. A copy of said form is included herewith.

(32) COMPLIANCE WITH MANDATORY STATE/FEDERAL STATUTORY REQUIREMENTS

The Consulting Engineer shall comply with all the State and Federal Statutory and Administrative requirements incorporated herein by reference and set forth in Exhibit A attached hereto, and all Schedules attached hereto which are also hereby made a part of this Agreement.

RESPONSIBILITY OF THE MUNICIPALITY:

THE MUNICIPALITY AGREES

(33) DOCUMENTS TO BE PROVIDED BY THE MUNICIPALITY

To furnish to the Consulting Engineer one copy or more as may be required of the latest edition of the following manuals and/or documents:

- Connecticut Department of Transportation Specifications for Location Surveys

- Construction Manual

- Municipality Manual

- Information Pamphlet

- All maps, location and descriptions of coordinate values of existing points, locations and elevations of existing bench marks, and any other layout information that is available

- Original construction contract drawings (plans) for the project to be revised in accordance with Paragraph (1)(i).

- Standard Specifications - Form 816

- Public Service Facility Policy

- Project inspection record books and standard State forms

- Preliminary computations and Grade list

- Pamphlet for Monitoring Performance and Payment Requests for Consultants, dated June 1994, and any amendments

The Municipality agrees to furnish any publications of the Municipality and/or the State, requested by the Consulting Engineer, for use in inspection of the project.

(34) MUNICIPALLY ASSIGNED ADMINISTRATOR

To assign a Municipal Administrator who will provide general supervision of the Consulting Engineer's activities.

(35) MUNICIPALLY PROVIDED EQUIPMENT

Provide space or a field office with office equipment on or near the project which will have adequate space for the Consulting Engineer's staff, and the Municipality's Municipal Administrator, as specified in the Standard Specifications.

(36) ADMINISTRATIVE FUNCTIONS TO BE PERFORMED BY THE MUNICIPALITY

To advertise, receive bids and award the construction contract, and to

conduct a preconstruction meeting for the project.

(37) TESTING TO BE ACCOMPLISHED BY THE STATE

(a) To perform or arrange for the performance of all off-site shop and mill inspections and laboratory tests and analysis of those classes of material which are normally inspected, tested, and analyzed prior to delivery to the site of the work.

(b) To perform the so-called Proctor Laboratory Density test to determine the relationship between the moisture content and density of various fill materials to be used on the project in accordance with AASHTO T-180, Method D.

(c) To arrange for the District or State Laboratory to transport and test all material sampled by the Consulting Engineer under the terms set forth in Paragraph (1) (g) of this Agreement.

(38) TECHNICAL ASSISTANCE BY THE MUNICIPALITY AND/OR THE STATE

Notwithstanding the requirements of Section 1, the Municipality and/or the State will provide technical assistance and/or engineering recommendations relative to construction or design-related issues associated with the project.

(39) FINAL INSPECTION

To make final inspection of the construction contract within ten (10) calendar days after the construction work is completed.

ARTICLES OF MUTUAL AGREEMENT

THE MUNICIPALITY AND THE CONSULTING ENGINEER MUTUALLY AGREE:

(40) PAYMENT

That subject to the limitations stipulated in Paragraph (41) of this Agreement, the Municipality shall pay the Consulting Engineer in the following manner for all work performed in accordance with the terms of this Agreement with the exceptions of those services for which a different method of payment is stipulated:

The Consulting Engineer and subconsultants may bill direct costs for meals, subsistence and transportation, if applicable, in accordance with the latest State Travel Regulations-State Managers limiting amounts. All mileage, including that for rental cars, will be reimbursed at the current mileage rate only. Actual cost shall be: (1) salaries of employees directly chargeable to the project at rates not to exceed those shown in Paragraph (44); and (2) burden, fringe and overhead costs properly allocable to the project. For 2011, the tentative percentage for field office operations will be 99.54 %. (2012 Audit of field office operations not anticipated till May 2013)

This percentage will be revised annually based on a State approved audit of burden, fringe and overhead costs of the previous years experience. The term "Salaries" as used in this Agreement shall mean the gross wage or payment made to employees before deductions for

employee paid taxes and fringe benefits. The final determination of the sum to be paid for actual costs will be made following an audit of the Consulting Engineers records. The certified payroll shall cover salaries computed at straight-time rates. The certified percentage for burden, fringe, and overhead shall be applied only to the "straight-time" portion of overtime pay. No payment shall be made to partners or officials of the firm for those services unless they are engaged in production work in which case compensation will be made at production rates.

(41) MAXIMUM PAYMENT

That the maximum amount which the Municipality shall pay to the Consulting Engineer for all work performed under the terms of this Agreement, excepting work for which payment is provided in Paragraph (43), shall not exceed
($58,300.00). The total payment for Extra Work shall not exceed
($5,900.00). The total payment for work performed under this Agreement, including Extra Work shall not exceed
($ 64,200.00). The maximum amount will not be revised unless there is a substantial change in the scope or character of the work to be performed by the Consulting Engineer which would justify a revision of this figure, as determined by the Municipality; or if, for any reason, the Consulting Engineer does not or cannot start his work prior to or in sufficient time to meet the construction contractor's schedule of operations, and the Municipality finds it necessary to provide certain inspection and survey services, the limiting amount and fixed fee shall be reduced an equitable amount to reflect the Municipality's expense in connection therewith.

(42) PROGRESS PAYMENTS

That progress payments shall be made to the Consulting Engineer on a monthly basis for all work covered by this Agreement except work for which payment is provided in paragraph (43). Said progress payment to be the sums of the following: (a) the actual costs shown on the voucher for the period, plus (b) eighty-five percent (85%) of the appropriate fixed fee amount for profit stipulated in paragraph (40) divided by the number of monthly periods in the total time allowed for completion of the construction work and closeout period. From the progress payments thus computed each month there shall be deducted all credits, if any, due the Municipality. Prior to the final payment, the Municipality may release such portion or portions of the retainage as it considers to be in its best interest. In no case, however, will the retainage be reduced to less than eighty-five (85%) of the fixed fee amount stipulated in paragraph (40) of the Original Agreement until after completion of the final audit.

The Consulting Engineer may request the substitution of securities for retainage in accordance with Connecticut General Statutes Section 3-112a.

(43) PAYMENT FOR EXTRA WORK

(a) Extra work approvals associated with increases in costs for:

- an extension of construction contract time.

- changes or refinements in work assignments, operations or staffing levels.

- increases in premium overtime or shift differential cost.

- investigation of claims.

- escalated burden, fringe, and overhead costs based on audit results.

A fee, established through negotiations, will be paid from extra work funds under Paragraph (41) of this Agreement to the extent that these funds are available. The Consulting Engineer will be paid based on a certified monthly payroll including burden, fringe and overhead. No additional fixed fee for profit associated with payroll increases identified above will be considered unless the work period specified in Paragraph (3)(d) is exceeded and the extra work funds established under Paragraph (41) have been fully utilized. Extra work approvals that will exceed the amount stipulated in Paragraph (41) of this Agreement or the work period specified in Paragraph (3)(d) will be paid for under a supplemental agreement based on a negotiated fee for services.

(b) Extra work approvals associated with approved design changes that require engineering work at the main or home office of the Consulting Engineer shall be paid on a certified monthly payroll plus the burden, fringe and overhead cost and a fixed fee for profit. Extra work associated with design changes shall be based on a scope of services provided by the Municipality and a negotiated fee for these services. No additional payment will be made for authorized minor design changes that can be made in the field by the Consulting Engineer.

(c) Extra work approvals for claims investigations assigned to the Consulting Engineer after final payment has been made or investigation that will exceed the calendar days stipulated in Paragraph (3)(d) will be based on a scope of services provided by the Municipality and a negotiated fee for these services. The Consulting Engineer will be paid based on a certified monthly payroll plus burden, fringe and overhead cost and a fixed fee for profit.

(44) MAXIMUM HOURLY RATES

That the following maximum hourly rate for each classification of employee to be used on the project shall be as follows and additional classifications if required must be submitted to the Municipality for prior approval.

Classifications	Maximum Hourly Rates Effective through December 31, 2013	
	***	****
Resident Engineer	$47.00	$49.35
Chief Inspector	$41.20	$43.26
Administrative	$30.84	$32.38

*** The Contracting Engineer shall use the following maximum hourly rates until the Department of Transportation Commissioner sends written notification rescinding the wage freeze.

**** The Contracting Engineer may use the above maximum hourly rates prospectively only upon written notification by the Department of Transportation Commissioner that the wage freeze has been rescinded.

The above maximum hourly rates of pay shall be subject to renegotiation should the work required under this Agreement not be completed as stipulated in Paragraph (3)(d). Any adjustment to the maximum hourly rates stated above shall apply only to such services as may be rendered subsequent to the date of renegotiation as stipulated above. Overtime work, when authorized by the Municipality, shall be paid for by the Municipality at "straight-time" rates except when otherwise required by law or regulation or when otherwise approved by the Municipality. The surcharge for burden, fringe and overhead shall be applied only to the "straight-time" portion of any overtime pay.

(45) ACCEPTANCE DATE

That the acceptance date of the work of this Agreement shall be established as the date the Municipality is in receipt of all papers and documents required in this Agreement. Within thirty (30) days of acceptance, the Consulting Engineer shall submit a final payment voucher for monies due him. If the Consulting Engineer fails to submit this voucher within the specified time, the Municipality may process a final payment voucher based on the available information.

(46) CERTIFICATION OF CONSULTING ENGINEER AND CERTIFICATION OF THE CITY OF_BRIDGEPORT_

That the attached Certification of Consulting Engineer and Certification of the City of Bridgeport, as set forth in Exhibit A, Schedule 4, (attached herewith)as revised.

(47) FEE ADJUSTMENT

That the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Municipality determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

(48) NOTICE BETWEEN PARTIES TO AGREEMENT

That it is mutually understood and agreed by the parties hereto that any official notice from one such party to the other such party (or parties), in order for such notice to be binding thereon, shall:

a) - be in writing (hardcopy)addressed to:

(i) When the Municipality is to receive such notice -

Hon. Mayor William Finch
Office of the Mayor
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

(ii) When the Consulting Engineer is to receive such notice -

Mr. George Jacobs, P.E.
Assoc Vice President
Dewberry Engineers Inc.
59 Elm Street, Suite 101
New Haven, CT 06510

the person(s) acting herein as signatory for the Consulting Engineer receiving such notice;

b) - be delivered in person or be mailed United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party(ies) to receive such notice; and

c) - contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "official notice" as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s) including any electronically produced versions provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "official notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is (are) to be addressed;

alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

(49) REVISIONS IN ORGANIZATION OF CORPORATION

That the Consulting Engineer shall notify the Municipality in writing when there is a change in its Connecticut Certificate of Registration for the Corporate Practice of Engineering or Land Surveying by a corporation or limited liability company in the State of Connecticut or a change in the individual(s) in charge of the work specified herein. Neither change shall relieve the Consulting Engineer of any responsibility for the accuracy and completeness of all products of the work under this Agreement, including all supplements thereto.

(49) REVISIONS IN ORGANIZATION OF PARTNERSHIP

That the Municipality, on written notice by the Consulting Engineer of changes in the partnership structure of the organization, may enter into a supplemental agreement with the new partners providing releases are provided from the former partner, or partners, stating that he has been compensated in full or that provision has been made for compensation in full for all work performed under terms of this Agreement and a financial statement is submitted showing that solvency of the partnership is maintained. The death of a partner shall not release the partnership from the performance of this Agreement and the remaining functions must be performed by the surviving partner(s) until the terms of this Agreement are fully executed. The withdrawal of any partner from the partnership shall not relieve him from his liability for performance of this Agreement.

(50) OWNERSHIP OF DOCUMENTS

That all products of the work under the terms of this Agreement shall become and remain the property of the Municipality. This shall include all partially completed work in the event that the Agreement is terminated before completion for any reason.

a) The Consulting Engineer shall transfer to the Municipality, as part of the consideration for this Agreement, any and all copyright rights or other proprietary interests which the Consulting Engineer may have in materials ("Work Products") produced by it under the terms of this Agreement; and that the Consulting Engineer shall, whenever so requested by (the Municipality), sign (with proper notarization or other lawful acknowledgment of its signature) and deliver to the Municipality a letter agreement, in form and content satisfactory to the Municipality, stating that the Consulting Engineer thereby irrevocably transfers to the Municipality all of its copyright and other proprietary rights in the Work Products designated by the Municipality in its related request.

b) If deemed appropriate by the Municipality in its sole discretion, the Consulting Engineer shall agree that any or all Work Products shall be deemed a work of joint authorship by the Municipality and the Consulting Engineer for copyright purposes, and shall be

registered as such with the United States Copyright Office. The Consulting Engineer hereby waives any right to oppose or object to such a claim of joint authorship or to such related copyright registration.

c) The Consulting Engineer shall not engage or allow any party ("Other Party") other than itself or the Municipality to contribute directly to the creation of any Work Product unless the Consulting Engineer has first obtained from said Other Party a written agreement ("Secondary Agreement") containing essentially the same terms as Section B above; i.e., the Other Party

1) shall agree to transfer to the Municipality any and all copyright or other proprietary rights said Other Party may have in designated Work Products, or, if the Municipality so requests, shall agree to deem such Work Product a work of joint authorship by the Municipality and by Other Party, and, if appropriate, by the Consulting Engineer also; and

2) shall agree to sign (with proper notarization or other lawful acknowledgment of its signature) and deliver to the Municipality any letter agreement ("Letter Agreement") of the kind described in Section b) above which the Municipality shall request from it. The Secondary Agreement between the Consulting Engineer and an Other Party shall provide expressly that any such Letter Agreement delivered by the Other Party to the Municipality shall be directly enforceable by the Municipality, and that the execution, delivery, and enforceability of such a Letter Agreement are part of the consideration for the Secondary Agreement.

(51) USE OF COMPUTER AIDED DESIGN AND DRAFTING FILE(S)

That the Municipality makes no express or implied warranty of any kind with regard to the particular Computer Aided Design and Drafting File(s) provided to the Consulting Engineer under this Agreement, if any, its documentation, or its fitness for any purpose, including but not limited to the implied guarantees of fitness for a particular purpose. The Municipality shall not be held liable for errors contained herein, or for any consequential or incidental damages which may arise in connection with the use, performance, duplication, modification, transfer or distribution of these files or copies thereof.

(52) PAYMENT OF RECOVERABLE COSTS DUE TO THE MUNICIPALITY

The Municipality shall have the right to set off against amounts otherwise due to the Consulting Engineer under this Agreement or under any other agreement or arrangement that the Consulting Engineer has with the Municipality (a) any costs that the Municipality incurs which are due to the Consulting Engineer's non-compliance with this Agreement and (b) any other amounts that are due and payable from the Consulting Engineer to the Municipality. Any sum taken in set-off from the Consulting Engineer shall be deemed to have been paid to the Consulting Engineer for purposes of the Consulting Engineer's payment obligations

under Connecticut General Statute Section 49-41c.

(53) JURISDICTION AND FORUM LANGUAGE

This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. This Agreement shall be deemed to have been made in Bridgeport, Connecticut. Nothing herein shall be construed to waive any of the Municipality's immunities.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

WITNESSES:

_____
Typed Name:

_____
Typed Name:

CITY OF BRIDGEPORT:

By_____(Seal)
Typed Name: Hon. William Finch

Date:_____

DEWBERRY ENGINEERS INC.

By_____(Seal)
Typed Name: Mr. George Jacobs, PE

Date:_____

_____
Typed Name:

_____
Typed Name:

DEWBERRY CONNECTICUT CORPORATE ENGINEERING PRACTICE - CERTIFICATE OF AUTHORIZATION NO. PEC-0000136

EXHIBIT A
and Schedules 1 through 10

THE CONSULTING ENGINEER AGREES:

1. GOVERNMENTAL AGENCY EXEMPTION

That the Consulting Engineer hereby acknowledges and agrees to comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The attached copy of the "Governmental Agency Exemption Certificate", as set forth in Exhibit A, Schedule 5 (attached herewith).

2. CODE OF ETHICS FOR STATE EMPLOYEES **DOES NOT APPLY**

~~The Consulting Engineer hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement No. F&A-10 Subject: Code of Ethics Policy", June 1, 2007, as set forth in Exhibit A, Schedule 6 (attached herewith).~~

3. CODE OF ETHICS FOR PUBLIC OFFICIALS AND LOBBYISTS **DOES NOT APPLY**

~~The Consulting Engineer shall comply with the provisions contained in Section 1-86e of the Connecticut General Statutes, which provides as follows:~~

~~(a) No person hired by the State as a Consulting Engineer or independent contractor shall:~~

~~(1) Use the authority provided to the person under the contract, or any confidential information acquired in the performance of the contract, to obtain financial gain for the person, an employee of the person or a member of the immediate family of any such person or employee;~~

~~(2) Accept another State contract which would impair the independent judgment of the person in the performance of the existing contract; or~~

~~(3) Accept anything of value based on an understanding that the actions of the person on behalf of the State would be influenced.~~

~~(b) No person shall give anything of value to a person hired by the State as a Consulting Engineer or independent contractor based on an understanding that the actions of the Consulting Engineer or independent contractor on behalf of the State would be influenced.~~

4. EXECUTIVE ORDERS

A. Executive Orders

The Agreement is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace. If applicable, the Agreement is subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contract reform as set forth herein below, and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services in accordance with their respective terms and conditions. All Executive Orders referenced herein are incorporated into this Agreement and are made a part of the Agreement as if they had been fully set forth therein. At the Consulting Engineer's request, the State shall provide a copy of these Orders to the Consulting Engineer.

B. Executive Order No. 7C **DOES NOT APPLY**

~~Pursuant to Section 6 of Executive Order No. 7C of Governor M. Jodi Rell, the Consulting Engineer acknowledges that the State Contracting Standards Board (the "Board") may review Agreement~~ ~~**entered into on or after October 1, 2005**~~ ~~and recommend to the State contracting agency termination of the Agreement for cause. For the purpose of this Section, "for cause" means: (1) a violation of the State Ethics Code (Chapter 10 of the Connecticut General Statutes) or Section 4a-100 of the Connecticut General Statutes or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or State contracting agency. The Board shall provide the results of its review, together with its recommendations, to the State contracting agency and any other affected party in accordance with the notice provisions in the Agreement no later than fifteen (15) days after the Board finalizes its recommendation. The State contracting agency shall consider the recommendations of the Board and act in accordance with the Agreement and applicable law.~~

~~If applicable, the Consulting Engineer agrees to satisfy the affidavit/certification requirements of Section 8 of Executive Order No. 1 and 10(a) of Executive Order 7C of Governor M. Jodi Rell and §4-252 of the Connecticut General Statutes, as amended. The certification form is available on the website of the Office of Policy and Management at www.ct.gov/opm. So long as the Agreement remains in effect, the Consulting Engineer shall provide the State with an annual update of the aforesaid certification on each anniversary of the effective date of such Agreement.~~

5. NON-DISCRIMINATION

References in this section to "contract" shall mean this

Agreement and references to "contractor" shall mean the Consulting Engineer.

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

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of

section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

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

(f) The contractor shall include the provisions of section (a) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

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

relevant order issued by said commission pursuant to section 46a-56; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

6. CAMPAIGN CONTRIBUTION AND SOLICITATION BAN **DOES NOT APPLY**

~~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/contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice set forth in Exhibit A, Schedule 7 (attached herewith).~~

7. PRIVATIZED PUBLIC RECORDS

The following Article is applicable to those contracts with an aggregate value of Two Million Five Hundred Thousand Dollars ($2,500,000) or more. The Department is entitled to receive a copy of records and files related to the performance of the Consulting Engineer under this Agreement, and such records and files shall be subject to the Freedom of Information Act and may be disclosed by the Department pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the Department in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

8. OVERSIGHT OF LARGE STATE CONTRACTS **DOES NOT APPLY**

~~The following Article is applicable to those contracts with an~~

~~aggregate value of Five Million Dollars ($5,000,000) or more. If an officer, employee or appointing authority of the Consulting Engineer takes or threatens to take any personnel action against any employee of the Consulting Engineer in retaliation for such employee's disclosure of information to any employee if the State or quasi public agency (if applicable) or the Auditors of Public Accounts or the Attorney General under the provisions of Connecticut General Statutes Section 4-61dd(a), the Consulting Engineer 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 executive head of the Department may request the Attorney General to bring a civil action in the superior court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.~~

~~The Consulting Engineer shall post a notice of the provisions of this section in a conspicuous place which is readily available for viewing by the employees of the Consulting Engineer.~~

9. CIVIL RIGHTS

As a condition to receiving federal financial assistance under the Contract/Agreement, if any, the Consulting Engineer shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances set forth in Exhibit A, Schedule 8 (attached herewith).

10. CERTIFICATION FOR FEDERAL AID CONTRACTS

That the Consulting Engineer certifies, by signing and submitting this Bid, Agreement, Contract, Proposal, to the best of his/her/its knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consulting Engineer, 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 any 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 any Federal contract, grant, loan, or cooperative agreement.

(2) 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 any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consulting Engineer shall complete and submit Standard Form-LLL, "Disclosure of

Lobbying Activities," in accordance with its instructions. If applicable, the Exhibit A, Schedule 9 (attached herewith), Disclosure Form-LLL shall be completed and submitted with the Bid, Agreement, Contract, and/or Proposal.

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

The Consulting Engineer also agrees by submitting its Bid, Agreement, Contract, or Proposal that it 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 317456, Newington, CT 06131-7546, to the attention of the project manager.

11. SUSPENSION OR DEBARMENT

That suspended or debarred contractors Consulting Engineers, suppliers, materialmen, lessors on other vendors may not 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.

1) That the signature on the Agreement by the Consulting Engineer shall constitute certification that to the best of its knowledge and belief the Consulting Engineer 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:

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

   b. Has not within the prescribed statutory time period preceding this 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;

   c. 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 1)b. of this certification; and

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

2) Where the Consulting Engineer is unable to certify to any of the statements in this certification, such Consulting Engineer shall attach an explanation to this Agreement.

The Consulting Engineer agrees to 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:

a. The prospective subcontracts, sub-subcontracts 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 participating in this transaction by any Federal department or agency.

b. Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certifications, such prospective participant shall attach an explanation to this proposal.

12. AMERICANS WITH DISABILITIES ACT

This clause applies to those Consulting Engineers who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Consulting Engineer represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Consulting Engineer to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the Consulting Engineer. The Consulting Engineer 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 Consulting Engineer to be in compliance with this Act, as the same applies to performance under this Agreement.

13. FEDERAL OBLIGATION TO THIRD PARTY

(1) The Purchaser and Consulting Engineer acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the

Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Consulting Engineer, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Consulting Engineer agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

14. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

(1) The Consulting Engineer acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 *et seq*. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consulting Engineer certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federal Transit Administration (FTA) assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consulting Engineer further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consulting Engineer to the extent the Federal Government deems appropriate.

(2) The Consulting Engineer also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consulting Engineer, to the extent the Federal Government deems appropriate.

(3) The Consulting Engineer agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

15. ENERGY CONSERVATION

The Consulting Engineer agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

16. FLY AMERICA REQUIREMENTS

The Consulting Engineer agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consulting Engineer shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consulting Engineer agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

17. CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS "SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES"

That the Connecticut Required Contract/Agreement Provisions entitled "Specific Equal Employment Opportunity Responsibilities," as set forth in Exhibit A, Schedule 10 (attached herewith) dated January 24, 2011.

18. AMERICAN RECOVERY AND REINVESTMENT ACT **DOES NOT APPLY**

~~The following Article only applies to projects funded under the American Recovery and Reinvestment Act of 2009.~~

~~For the purposes of this Article, "Contractor" means any prime contractor, consulting engineer, or other entity contracting with the State of Connecticut Department of Transportation ("DOT") or a Municipality undertaking a project ("Project") funded under the American Recovery and Reinvestment Act of 2009 ("Act"). Additionally, to the extent that a Municipality is employing its own staff to undertake work on the Project, solely with respect to such work by its staff, the Municipality itself is likewise subject to the requirements herein that are imposed on the Contractor. A Project undertaken by a Municipality is identified herein as a "Municipality-administered Project," and a Project undertaken by DOT is identified herein as a "DOT-administered Project."~~

~~(1) The Contractor agrees to accurately and timely record and report, in accordance with the requirements of the Act and additional guidelines, policies and regulations issued or promulgated pursuant to the Act, information regarding jobs or positions created or retained in Connecticut, the United States and outlying areas as a result of funding provided through the Act for the Project, including, but not limited to, the following requirements:~~

~~A. The Contractor shall accurately complete and submit to DOT or the Municipality, as applicable, on a monthly basis from commencement through~~

~~completion of its work on the Project, an employment report using Form FHWA 1589 available at:http://www.fhwa.dot.gov/economicrecovery/forms/fhwa1589.xls ("Monthly Employment Report").~~

~~B. No later than seven (7) calendar days after the last calendar day of the month being reported ("Seven Day Submission Requirement"), the Contractor shall:~~

~~(i) With respect to DOT administered Projects, submit the completed Monthly Employment Report in Microsoft Excel file format to DOT by e-mail to: Theodore.Szymanski@ct.gov, with a copy to Philip.Scarrozzo@ct.gov; and also submit a hard copy, to the applicable DOT District office for inclusion in the Project file, signed by an authorized representative of the Contractor;~~

~~(ii) With respect to Municipality administered Projects, submit the completed Monthly Employment Report in Microsoft Excel file format to the Municipality's designated employee by email or other electronic means as instructed by the Municipality; and~~

~~(iii) Provide a consistent filename for each Monthly Employment Report in the format ContractNumberMonthYear.xls (e.g., ######MAY09.xls);~~

~~C. Each of the Contractor's subcontractors and second tier subcontractors shall submit an employment report using Form FHWA 1589 ("Monthly Subcontractor Employment Report") in Microsoft Excel file format to the Contractor on a monthly basis within sufficient time to enable the Contractor, in turn, to submit such Monthly Subcontractor Employment Report(s) to DOT or the Municipality, as applicable, by the Contractor's Seven (7) Day Submission Requirement. Failure by the collective subcontractors to timely submit such Monthly Subcontractor Employment Report(s) to the Contractor does not excuse the Contractor's obligation to submit its Monthly Employment Report within the required time.~~

~~(2) Receipt of funds pursuant to the Act under this Contract is contingent upon the Contractor meeting the reporting requirements of this Contract and any additional reporting requirements of the Act as may be required by the appropriate federal agency through its issuance of guidelines or promulgation of regulation(s).~~

~~a. The Contractor agrees that at any time during the Project, the Federal Highway Administration ("FHWA") and/or DOT, after notice, may change the reporting requirements herein. In that event, the Contractor and its subcontractor(s) and second tier subcontractor(s) shall comply with such requirements.~~

~~b. DOT or the Municipality may take any action that FHWA authorizes for non compliance with the reporting requirements set forth in Section 2 above.~~

~~(3) The Contractor agrees to comply with Sections 1605 and 1606 of the Act and any additional federal guidelines or regulations issued or promulgated thereunder.~~

~~(4) The following language is made a part of this Contract and shall be made part of all subcontracts and second tier subcontracts:~~

~~A. Access of United States Government Accountability Office, Section 902 of Title IX of Division A of the Act.~~

~~Pursuant to Section 902 of Title IX of Division A of the Act, the United States Comptroller General and its representatives may:~~

~~(1) examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such Contract, that directly pertains to, and involve transactions relating to, the Contract or Subcontract; and~~

~~(2) interview any officer or employee of the Contractor or any of its subcontractors, or of any State or local government agency administering the Contract, regarding such transactions.~~

~~Nothing in Section 902 shall be interpreted to limit or restrict in any way any other statutory or regulatory authority of the United States Comptroller General.~~

~~B. Office of the Inspector General's Authority, Section 1515 of Title XV of Division A of the Act.~~

~~Pursuant to Section 1515, of Title XV of Division A of the Act, the United States Office of the Inspector General or any of its representatives may:~~

~~(1) examine any records of the Contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such Contract, that pertain to, and involve transactions relating to the Contract, subcontract, grant, or subgrant; and~~

~~(2) interview any officer or employee of the Contractor, grantee, subgrantee or agency regarding such transactions.~~

~~Nothing in Section 1515 shall be interpreted to limit or restrict in any way any other statutory or regulatory authority of the Inspector General.~~

~~C. Whistleblower Protections. Section 1553 of Title XV of Division A of the Act prohibits all non federal recipients of Act funds from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Act funds; (2) a gross waste of Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Act funds; (4) an abuse of authority related to implementation or use of Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Act funds. The recipient of Act funds must post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the Act.~~

~~D. False Claims Act. The recipient of Act funds shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, contractor, sub grantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.~~

Final Approved by City and Dewberry March 26, 2013

EXHIBIT B - FEE SCHEDULE

IRANISTAN AVE. SIDEWALKS (PN 15-358) - CITY OF BRIDGEPORT

CONSTRUCTION INSPECTION MAN-HOURS

(FOR ESTIMATING PURPOSES)

60 Calender Days

CLASSIFICATIONS: / TASKS	RESIDENT ENGINEER I	CHIEF INSPECTOR	SURVEY PARTY CHIEF	SURVEY RODMAN	CLERICAL
Pre-construction Meeting	3	6	--	--	--
Review Contract Documents	5	24	--	--	--
Inspection	--	343	--	--	8
Technical Support	0	--	--	--	--
Project Close-out		160	--	--	
Overtime	--	16	--	--	--
Field Survey	--	--	0	0	--
As-Built Plans		24	--	--	--
HOURLY RATE	$ 47.00	$ 41.20	$ 38.00	$ 22.50	$ 30.84
BFO Rates Home: 113.92% Field 99.54%	Field	Field	Field	Field	Field

Total Man-Hours per Classification	$ 8.00	$ 573.00	$ -	$ -	$ 8.00
Direct Salary Cost per Classification	$ 376.00	$ 23,607.60	$ -	$ -	$ 246.72

Field Direct Salary	$ 24,230.32	
Field BFO @ 100%	$ 24,118.86	
Field Profit @ 10.25 %	$ 4,955.79	
Home Direct Salary	$ -	
Home BFO @ 113.92%	$ -	
Home Profit @ 10.25 %	$ -	
Total Salary plus BFO	$ 48,349.18	
Total Profit	$ 4,955.79	
Direct Cost (Mileage, Prints, Copying, Testing, *Survey)	$ 5,000.00	(Rounded)
SUBTOTAL (Salary, BFO, Profit, Direct Cost)	$ 58,304.97	$ 58,300.00
10% Extra Work	$ 5,830.50	$ 5,900.00
TOTAL		$ 64,200.00
TOTAL	**say**	**$ 64,200.00**

***46-12 Consent Calendar**

Grant Submission: re State of Connecticut Judicial Branch – Court Support Services Division – Youth Violence Prevention Legislation.

Report of Committee on

Public Safety and Transportation

Submitted: April 15, 2013

Adopted: _____

Attest: Fleeta C. Hudson
City Clerk

Approved _____

_____
Mayor

City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

The Committee on **Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

***46-12 CONSENT CALENDAR**

A Resolution by the Bridgeport City Council Regarding State of Connecticut Judicial Branch Court Support Services Division Youth Violence Prevention Initiative Grant

WHEREAS, the State of Connecticut Judicial Branch, Court Support Services Division (CSSD) is authorized to extend financial assistance to the municipalities of Bridgeport, Hartford and New Haven in the form of grants; and

WHEREAS, this funding has been made possible through a grant for Youth Violence Prevention Initiative; and

WHEREAS, funds under this grant will be used to leverage a multidisciplinary approach that coordinates federal, state, municipal and private resources and other existing violence prevention efforts to implement a program to reduce violence among young people; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Bridgeport Police Department, submit an application to the State of Connecticut Court Support Services Division in the amount of $42,500 for FY 2013 and $500,000 for FY 14 for the purpose of reducing youth violence and

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the Court Support Services Division to implement Youth Violence Prevention Initiative; and

2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with State of Connecticut Court Support Services Division (CSSD) and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

Respectfully submitted,
THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION

Michelle A. Lyons, Co-Chair

Richard Bonney, Co-Chair

Steven J. Stafstrom, Jr.

Angel M. dePara, Jr.

Andre F. Baker, Jr.

John W. Olson

Richard M. Paoletto, Jr.

City Council Date: April 15, 2013

*41-12

Assignment of Tax Liens for the Fiscal Year 2013.

Report of Committee on Contracts

Submitted: April 15, 2013

Adopted:_____

Attest: Fleeta C Hudson

City Clerk

Approved_____

Mayor

City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

***41-12 Consent Calendar**

BE IT RESOLVED, That pursuant to C.G.S. Section 12-195h, The City Council of the City of Bridgeport authorizes and approves the assignment for consideration of any or all tax liens by the Tax Collector to secure unpaid taxes on real property as provided under the provision of Chapter 206 of the Connecticut General Statutes; and be it further

RESOLVED, That pursuant to Connecticut General Statutes, including Sections 7-148 and 12-195h, the City Council of the City of Bridgeport hereby authorizes the Mayor of the City of Bridgeport to negotiate, enter into and execute any and all agreements as are reasonably necessary to effectuate the assignment of real property tax liens in form and substance satisfactory to the Mayor, the Director of Finance, the Tax Collector and the City Attorney.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS

Carlos Silva, Co-chair

Susan T. Brannelly, Co-chair

M. Evette Brantley

James Holloway

AmyMarie Vizzo-Paniccia

Angel M. dePara, Jr.,

Richard Paoletto

City Council: April 15, 2013

***49-12 Consent Calendar**

Agreement with WPCA and Sacred Heart University.

Report of Committee on Contracts

Submitted: April 15, 2013

Adopted: _____

Attest: Fleeta C Hudson
City Clerk

Approved _____

Mayor

City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

***49-12 Consent Calendar**

That the agreement with Water Pollution Control Authority (W.P.C.A.) and Sacred Heart University for connection to the WPCA sewer system, be and it hereby is, in all respects, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS

Carlos Silva, Co-chair

Susan T. Brannelly, Co-chair

M. Evette Brantley

James Holloway

Amy Marie Vizzo-Paniccia

Angel M. dePara, Jr.,

Richard Paoletto

*Amended from floor on April 15, 2013 to include Agreement with WPCA and Sacred Heart University as approved by Committee on April 9, 2013.

City Council Date: April 15, 2013

AGREEMENT

Between Sacred Heart University and

The Water Pollution Control Authority of the City of Bridgeport ("WPCA")

This Agreement is made this ___ day of April 2013 ("Effective Date"), by and between Sacred Heart University of Fairfield CT ("SHU"), an institution of higher learning with a business address at Park Avenue, Fairfield, CT and the Water Pollution Control Authority of the City of Bridgeport ("WPCA"), a municipal entity having a business address at City Hall, 695 Seaview Avenue, Bridgeport, CT 06607 and known together as the "Parties" and individually as a "Party".

WITNESSETH:

Whereas, SHU is seeking to advance its university campus build-out in furtherance of its long-term facilities strategic plan ("LTFS Plan);

Whereas, pursuant to the LTFS Plan, SHU is proceeding with the construction of the John F. Welsh College of Business ("JFW School"), a project for which SHU has solicited authorization from the WPCA for a sewer hook-up and sewage collection and treatment service for the disposal of sewage waste generated by the JFW School;

Whereas, Bridgeport Code of Ordinances, § 13.04.620 requires that requests for WPCA service to property located outside the City limits shall require the approval of the Bridgeport City Council;

Whereas, the WPCA has determined that it has sufficient collection and treatment capacity to provide service to SHU's JFW School;

Whereas, the WPCA already provides substantial collection and treatment services to other SHU facilities;

Whereas, SHU has expressed its willingness and intent to assume all construction costs associated with the proposed sewer hook-up and installation for the JFW School and to pay to the WPCA all sewer hook-up fees, user fees and other costs and charges as determined, imposed or assessed by the WPCA to be authorized and appropriate for a property of this size, nature and usage located within the Town of Fairfield.; and

Whereas, SHU has expressed its willingness to financially compensate the City for accommodating this request for additional sewer services, thereby facilitating economic development in Fairfield.

Now therefore, in consideration of the promises and mutual covenants contained in this Agreement; the Parties hereby agree as follows:

1.1 WPCA approves the hook-up of SHU's JFW School to the WPCA sewer system, and will provide sewage collection, treatment and disposal of waste flow generated from the JFW School.

1.2 SHU will be fully responsible for all construction of the sewer hook-up for the JFW School to the WPCA system, at its sole cost and obligation.

1.3 SHU will pay all applicable sewer hook-up fees, user fees and other costs and charges as determined, imposed or assessed by the WPCA to be authorized and appropriate for a property of this size, nature and usage located within the Town of Fairfield.

1.4 SHU, upon a date to be mutually agreed upon by the parties but in no event later than May 31, 2013, will pay the sum of one-hundred thousand dollars ($100,000) to the City of Bridgeport as a mutually acceptable monetary payment to the City to fairly, justly, and reasonably compensate the City for consenting to the provision of this utility service to property located within a bordering municipality thereby facilitating economic development within another jurisdiction, pursuant to authority granted by the provisions of Bridgeport Code of Ordinances, Chapter 13; with such payment to the City to be in addition to payment of all sewer hook-up fees, user fees and other costs and charges as determined, imposed or assessed by the WPCA to be authorized and appropriate for a property of this size, nature and usage located within the Town of Fairfield.

SACRED HEART UNIVERSITY

BY: _____

Its: _____
Duly Authorized

THE WPCA of the CITY OF BRIDGEPORT

BY: _____
William E. Robinson

Its: Acting General Manager, Duly Authorized

April 15, 2013 Draft

54-12

Grant Submission: re The Robin Hood Foundation for Robin Hood Relief Funds.

Report of Committee on ECD & Environment

Submitted: April 15, 2013 (OFF THE FLOOR)

Adopted:_____

Attest: Fleeta C Hudson

City Clerk

Approved_____

Mayor

City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

The Committee on **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

54-12

A Resolution by the Bridgeport City Council
Regarding the Robin Hood Foundation
Robin Hood Relief Fund

WHEREAS, the Robin Hood Foundation is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through a grant for the Robin Hood Relief Funds; and

WHEREAS, funds under this grant will be used to pay for the immediate needs of assessed Hurricane Sandy victims who are year round primary residents of limited financial means; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, submit an application to the Robin Hood Foundation in the amount of $500,000 for the purpose of assisting those with relatively limited means and their primary home, and for whom FEMA and insurance are insufficient to return them to safe and stable housing; Now, therefore be it and

RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the Robin Hood Foundation for the purpose of providing the Robin Hood Relief Funds; and

2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the Robin Hood Foundation and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

Lydia N. Martinez Co-Chair

M. Evette Brantley Co-Chair

Warren Blunt

Steven J. Stafstrom, Jr.

Michelle A. Lyons

Jack O. Banta

Vacant

Council Date: April 15, 2013 (OFF THE FLOOR)

58-12

Workman's Compensation Stipulation with Mr. Roberto Diaz.

Report of Committee on

Miscellaneous Matters

Submitted: April 15, 2013 (OFF THE FLOOR)

Adopted: _____

Attest: Fleeta C Hudson
City Clerk

Approved _____

_____
Mayor

City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

The Committee on **Miscellaneous Matters** begs leave to report; and recommends for adoption the following resolution:

58-12

BE IT RESOLVED, that the City Attorney, or Associate City Attorney, be authorized, empowered and directed to enter into on behalf of the City of Bridgeport, Stipulations with James DePietro upon approval by the Workers' Compensation Commissioner of the Fourth District, and the City shall pay the said employee the sum as provided for in the stipulation.

NAME	NATURE OF CLAIM	CLAIMANT'S ATTORNEY
Roberto Diaz	Workers' Compensation	Monstream & May LLP Marie Gallo-Hall, Esquire 655 Winding, Brook Drive P. O. Box 1087 Glastonbury, CT 06033-6087

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

Amy Marie Vizzo-Paniccia, Co-Chair

Manuel Ayala, Co-Chair

Denese Taylor-Moye

Susan T. Brannelly

Andre Baker

M. Evette Brantley

Jack O. Banta

Council Date: April 15, 2013 (OFF THE FLOOR)