

TOWN COUNCIL AGENDA
TOWN COUNCIL CHAMBERS
740 MAIN STREET
EAST HARTFORD, CONNECTICUT
MAY 15, 2018

Walter J. V...
2016 MAY 14 A 11:34
TOWN CLERK
EAST HARTFORD

6:45 P.M. Executive Session

REVISED 05-14-18

=====

Announcement of Exit Locations (C.G.S. § 29-381)

Pledge of Allegiance

7:30 p.m.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. RECOGNITIONS AND AWARDS
4. OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
5. APPROVAL OF MINUTES
 - A. May 1, 2018 Executive Session
 - B. May 1, 2018 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
 - A. Resignation of Paul Roczynski from the Planning & Zoning Commission
7. OLD BUSINESS
8. NEW BUSINESS
 - A. Community Development Block Grant (CDBG) 44th Year
 - B. CT DECD Office of the Arts Grant
 - C. CT Department of Transportation Master Municipal Agreements:
 1. Rights of Way Activities
 2. Preliminary Engineering Projects (Design Projects)
 - D. Referral to Real Estate Acquisition & Disposition Committee re: 936-960 Silver Lane and 285-291 Forbes Street
 - E. Refund of Taxes
 - F. Outdoor Amusement Permit Application:
 1. Final Officer Brian Aselton Memorial Motorcycle Run
 2. French Social Circle Picnic
 - a. Waiver of Filing Time Requirement
 - b. Approval of Application
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

- A. Governor Street Partners, LLC, Docket No. CV-17-6038264-S, 298 Governor Street
- B. 106 Central, LLC, Docket No. CV-17-6038269-S, 106 Central Avenue
- C. Albro Roberts Street, LLC, Docket No. CV-17-6037847-S, 330 Roberts Street
- D. 18 Signor Street, LLC, Docket No. CV-17-6038262-S, 18 Signor Street
- E. 20 Village Street, LLC, Docket No. CV-17-6037703-S, 20 and 28 Village Street
- F. Isaac Properties, LLC, Docket No. CV-17-6037706-S, 22 and 28-34 Nelson Street
- G. 22 32 Prospect Street, LLC, Docket No. CV-17-6037846-S, 22-26-32 Prospect Street
- H. 525-527 Main Street East Hartford, LLC, Docket No. CV-17-6037851-S, 525-527 Main St
- I. 212-218 Main Street East Hartford, LLC, Docket No. CV-17-6038260-S, 212-218 Main St
- J. 55 Burnside Avenue East Hartford, LLC, Docket No. CV-17-6038261-S, 55 Burnside Ave
- K. Naeem Khalid, Docket No. CV-17-6038263-S, 194 Main Street

11. OPPORTUNITY FOR RESIDENTS TO SPEAK

- A. Other Elected Officials
- B. Other Residents
- C. Mayor

12. ADJOURNMENT (next meeting: June 5th)

Robert J. Brown

2018 MAY -7 A 9:07

TOWN CLERK
EAST HARTFORD

TOWN COUNCIL MAJORITY OFFICE

MAY 1, 2018

EXECUTIVE SESSION

PRESENT Chair Richard F. Kehoe, Vice Chair Linda A. Russo, Majority Leader Ram Aberasturia, Minority Leader Esther B. Clarke, Councillors Marc I. Weinberg, Shelby J. Brown, Patricia Harmon and Caroline Torres

ABSENT Councillor Joseph R. Carlson

ALSO Marcia Leclerc, Mayor
PRESENT Scott Chadwick, Corporation Counsel
Michael Walsh, Finance Director

CALL TO ORDER

Chair Kehoe called the meeting to order at 6:49 p.m.

MOTION By Esther Clarke
seconded by Linda Russo
to go into Executive Session to discuss the pending assessment (tax) appeals known as:

(1) United Technologies Corporation, Pratt & Whitney Division v. Town of East Hartford, Docket No. CV-17-6037148-S, regarding 400 Main St; and

(2) United Technologies Corporation, Pratt & Whitney Division v. Town of East Hartford, Docket No. CV-17-6037146-S, regarding 1 Pent Road.

Motion carried 8/0.

MOTION By Esther Clarke
seconded by Linda Russo
to **go back to** Regular Session.
Motion carried 8/0.

ADJOURNMENT

MOTION By Esther Clarke
seconded by Linda Russo
to **adjourn** (7:28 p.m.)
Motion carried 8/0.

Attest

Richard F. Kehoe
Richard F. Kehoe
Town Council Chair *ff*

Robert J. Russo

EAST HARTFORD TOWN COUNCIL

2018 MAY -7 A 9:07

TOWN COUNCIL CHAMBERS

TOWN CLERK
EAST HARTFORD

MAY 1, 2018

PRESENT Chair Richard F. Kehoe, Vice Chair Linda A. Russo, Majority Leader Ram Aberasturia, Minority Leader Esther B. Clarke, Councillors Marc Weinberg, Shelby J. Brown, Patricia Harmon and Caroline Torres

ABSENT Councillor Joseph R. Carlson

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:40 p.m. The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Susan Kniep, 50 Olde Roberts Street, (1) had questions regarding the School Readiness Grant – the Chair indicated that there will be a speaker later who will address the grant; and (2) believes that the reports of Town Council liaisons should be made available to the public by posting them to the town's website and by including them on a Council agenda.

Mayor Leclerc commented on (1) the Arbor Day celebration at Mayberry School was a success; (2) thanked the Protectors of Animals for their donations which resulted in a bullet-proof vest for Capo; (3) the transfer station will be opened every weekend in the month of May and the office also will be opened if citizens want to renew their bulky waste permit; (4) there will be a low-cost rabies clinic on Saturday, May 12th at Firehouse #1; (5) the newly formed Cultural and Fine Arts Commission is doing wonderfully – their programs are well attended; and (6) the Parks & Recreation Department is beginning their Spring/Summer programs and starting registration for summer camp.

APPROVAL OF MINUTES

April 17, 2018 Regular Meeting

MOTION By Ram Aberasturia
seconded by Pat Harmon
to **approve** the minutes of the April 17, 2018 Regular Meeting.
Motion carried 8/0.

April 25, 2018 Special Meeting

MOTION By Ram Aberasturia
seconded by Caroline Torres
to **approve** the minutes of the April 25, 2018 Special Meeting.
Motion carried 7/0. **Abstain:** Russo

Presentation from Hooker and Holcombe re: Other Post-Employment Benefits

The Chair noted that the following item, under New Business, reflects the Town Council's intent to establish such a policy.

Referral to Ordinance Committee: Reserve Fund and Long-term Budget Principles

2018-2019 School Readiness Grant

MOTION By Ram Aberasturia
seconded by Marc Weinberg
to **adopt** the following resolution:

WHEREAS the Connecticut State Department of Education is authorized to extend financial assistance, through the School Readiness Grant Program, to Priority Communities for the development of a network of school readiness programs that provide open access for children to quality programs that promote the health and safety of children and prepare them for formal schooling; and

WHEREAS the Town of East Hartford and East Hartford Public Schools desire to make and execute an application for funding in the amount of \$2,885,178 with the State of Connecticut to support School Readiness programs for East Hartford children.

NOW, THEREFORE, BE IT RESOLVED by the Town Council that Marcia A. Leclerc, Mayor of the Town of East Hartford, is hereby authorized to execute such application and, upon approval of said application, to enter into and execute a funding agreement and any amendments and other documents as may be required by the State of Connecticut for the School Readiness Program.

On call of the vote, motion carried 8/0.

Referral to Real Estate Acquisition & Disposition Committee re: State-owned Property near the Burnside Avenue "S" Curve, a.k.a. 365-369 and 375-379 Burnside Avenue

MOTION By Linda Russo
seconded by Ram Aberasturia
to **refer** to the Real Estate Acquisition & Disposition Committee the town's possible acquisition of state-owned land at the "S" curve on Burnside Avenue, as referenced on the town's GIS as Map 25, Lot 154 – 365-369 Burnside Avenue and Map 25, Lot 153 – 375-379 Burnside Avenue with instructions to investigate the matter and report back to the Town Council with its recommendation if any.
Motion carried 8/0.

Outdoor Amusement Permit Applications:

World Vision Global 6K for Water

MOTION By Shelby Brown
seconded by Linda Russo
to **approve** the outdoor amusement permit application entitled "World Vision Global 6K for Water" submitted by Michael Bassett, Warehouse Manager for World Vision, Inc., to conduct a walk to raise funds for World Vision's clean water programs on Saturday, May 19th from 8AM to 12PM at McAuliffe Park, subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies; and to **waive** the associated permit fee due the town of East Hartford as this is a not-for-profit event.
Motion carried 8/0.

Pappy's Café Golf Tournament and Customer Appreciation Days

MOTION By Marc Weinberg
seconded by Ram Aberasturia
to **approve** the outdoor amusement permit application entitled "Pappy's Golf Tournament and Customer Appreciation Days", submitted by Arthur Rancourt, Permittee, for Rancourt Enterprises,

Motion carried 8/0.

MOTION

Motion carried 8/0.

MOTION

Motion carried 8/0.

MOTION

Motion carried 7/0. **Abstain:** Torres

Appointments to Boards and Commissions

MOTION By Pat Harmon
seconded by Esther Clarke
to **approve** the following appointments:

- To the Board of Assessment Appeals, the appointment of Timothy M. Siggia, 145 Arbutus Street, whose term shall expire December 2019.
- To the Commission on Aging, the appointment of James Shelmerdine, 745 Tolland Street, whose term shall expire December 2019.

Motion carried 8/0.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

None

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

N/A

OPPORTUNITY FOR RESIDENTS TO SPEAK

Susan Kniep, 50 Olde Roberts Street, had concerns about the report from Hooker & Holcombe regarding the OPEB trust fund and asked that the report be posted to the town's website.

ADJOURNMENT


MOTION By Esther Clarke
seconded by Linda Russo
to **adjourn** (9:08 p.m.).
Motion carried 8/0.

The Chair announced that the next meeting of the Town Council would be May 15th.

Attest Angela M. Attenello
Angela M. Attenello
TOWN COUNCIL CLERK



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: May 7, 2018
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: RESIGNATION: Boards and Commissions

Attached is an letter received by my office from Paul Roczynski, who is resigning from the Planning and Zoning Commission.

Please place this resignation on the May 15, 2018 agenda and share our appreciation as a community for the valuable service Paul has provided by volunteering his time on the Planning and Zoning Commission.

Thank you.

C: R. Pasek, Town Clerk

TO: PETER BONZANI (CHAIRMAN)
PLANNING/ZONING COMMISSION
TOWN OF EAST HARTFORD, CT

FROM: PAUL ROCZYNSKI (COMMISSIONER)
PLANNING/ZONING COMMISSION
TOWN OF EAST HARTFORD, CT

I RESPECTFULLY AM SUBMITTING MY RESIGNATION
FROM THE PLANNING/ZONING COMMISSION EFFECTIVE
MAY 7, 2018. IT HAS BEEN MY PLEASURE TO SERVE
MY COMMUNITY.

SINCERELY,



PAUL ROCZYNSKI

TOWN CLERK
EAST HARTFORD

2018 MAY - 7 P 12: 37

Robert J. Cook



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: May 7, 2018
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc
RE: RESOLUTION: CDBG 44th Program Year Action Plan

Attached is the proposed action plan for the Community Development Block Grant 44th Year. The proposed projects are listed with anticipated funding amounts for the period September 1, 2018 through August 31, 2019. All necessary legal notices have been published in the Hartford Courant.

The Town's allocation for this time period is \$555,818, an increase of \$60,791 over last year's allocation.

Please place this information on the agenda for the May 15, 2018 meeting. I recommend that the Town Council approve the resolution as submitted.

Thank you.

C: P. O'Sullivan, Grants Manager
E. Buckheit, Development Director

I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation duly held on the 15th day of May, 2018.

RESOLUTION

WHEREAS, The Town of East Hartford is entitled to Forty-fourth Program Year funding under Title I of the Housing and Community Development Act of 1974, as amended, in the amount of \$555,818; and

WHEREAS, receipt of this entitlement grant is contingent upon the submission of a Forty-fourth Program Year Action Plan, and Certifications of Compliance; and

WHEREAS, citizen input was obtained, in accordance with the Grants Administration Office's Citizen Participation Plan, at three Public Hearings held on November 6, 2017 and March 12, 2018.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of East Hartford recognizes the need for funding the objectives contained in the Forty-fourth Program Year Action Plan and endorses this Plan as reflecting the Town's Community Development needs.

AND, FURTHER, BE IT RESOLVED that the Town Council does support and authorize the submission of the 44th Program Year Action Plan, and Grantee Certifications to the U.S. Department of Housing and Urban Development and authorizes its Mayor, Marcia A. Leclerc, to act as representative of the Town and to enter into contract and any amendments thereof with the U.S. Department of Housing and Urban Development.

AND I DO FURTHER CERTIFY that the above resolution has not been in any way altered, amended, or repealed, and is now in full force and effect.

IN WITNESS WHEREOF, I do hereunto set my hand and affixed the corporate seal of said Town of East Hartford this ____ day of May, 2018.

Angela M. Attenello
Town Council Clerk

TOWN COUNCIL RESOLUTION
GRANT INFORMATION FORM

Grant Description: 44th Program Year (2018-19) Community Development Block Grant (CDBG) Action Plan

Funder: U.S. Department of Housing and Urban Development (HUD)

Grant Amount: \$555,818

Frequency: ☐ One time ☒ Annual ☐ Biennial ☐ Other _____

First year received:	<u>1978-79</u>		
Last 3 years received:	<u>2017-18</u>	<u>2016-17</u>	<u>2015-16</u>
Funding level by year:	<u>\$495,027</u>	<u>\$498,058</u>	<u>\$521,306</u>

Is a local match required? ☐ Yes ☒ No

If yes, how much? Not applicable From which account? Not applicable

Grant purpose: CDBG is a flexible program that provides communities with resources to address a wide range of unique community development needs. These include housing rehabilitation, public services that address domestic violence, homelessness and other social problems, parks and recreation and others.

Results achieved: Recent CDBG-funded projects include replacement of the swings at Woodland Park, Hockanum Park Basketball Courts and Main Street Bus Shelters.

Duration of grant: September 1, 2018 through August 31, 2019


Status of application: Pending Town Council approval, final Action Plan application due to HUD in early July 2018.

Meeting attendee: Paul O'Sullivan, x7206

Comments: Allocation reflects an increase of \$60,791 over last year.

GRANTS ADMINISTRATION
MEMORANDUM

TO: Mayor Marcia A. Leclerc

FROM: Paul O'Sullivan, Grants Manager 

SUBJECT: Council Resolution –44th Program Year CDBG Action Plan

DATE: May 4, 2018

Attached is a draft resolution endorsing the Town's proposed 44th Program Year Community Development Block Grant (CDBG) Action Plan for the period September 1, 2018 through August 31, 2019. The Town's allocation for this time period is \$555,818, an increase of \$60,791 over last year's allocation.

The activities chosen for funding in the proposed Action Plan reflect community development needs, citizen comments received at three public hearings, and the objectives of our Consolidated Plan. Per Department of Housing and Urban Development (HUD) requirements, notices regarding the proposed Action Plan were printed in The Hartford Courant on October 17, 2017, December 12, 2017, February 20, 2018, and April 10, 2018.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on May 15, 2018. Please contact me at extension 7206 if you have any questions.

Attachments (2)

Cc: Eileen Buckheit, Development Director

TOWN OF EAST HARTFORD
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
44th YEAR ACTION PLAN - ACTUAL
September 1, 2018 - August 31, 2019

ADMINISTRATION

Program Administration **\$111,163**
Oversight, management, monitoring and coordination of the Community Development Block Grant Program. Eligible activity under 24 CFR 570.206.

PUBLIC SERVICES

Senior Support Services **\$5,670**
Funding for the delivery of services to East Hartford's elderly population. Eligible activity under 24 CFR 570.201(e), meets HUD national objective criteria under 24 CFR 570.208(a)(2)(i)(A).

Youth Services Bilingual Counselor **\$4,317**
Funding to support the hiring of a part-time Spanish speaking counselor to help provide free counseling services to East Hartford families. Eligible activity under 24 CFR 570.201(e), meets HUD national objective criteria under 24 CFR 570.208(a)(2)(i)(B).

CRT - East Hartford Community Shelter **\$36,317**
Funding to supplement the operating budget at the East Hartford Community Shelter for the homeless located at 381-385 Main Street. Eligible activity under 24 CFR 570.201(e), meets HUD national objective criteria under 24 CFR 570.208(a)(2)(i)(A).

InterCommunity, Inc. **\$6,317**
Funding for the delivery of services to East Hartford young adult residents recovering from mental health and/or substance abuse issues through the Young Adult Program. Eligible activity under 24 CFR 570.201(e), meets HUD national objective criteria under 24 CFR 570.208(a)(2)(i)(B).

Interval House, Inc. **\$6,317**
Funding for domestic violence shelter and counseling services for low and moderate income East Hartford clients. Eligible activity under 24 CFR 570.201(e), meets HUD national objective criteria under 24 CFR 570.208(a)(2)(i)(A).

Interfaith Ministries, Inc. **\$13,317**
Funding to supplement the operating budget of the Friendship Center's free hot meal program. Eligible activity under 24 CFR 570.201(e), meets HUD national objective criteria under 24 CFR 570.208(a)(2)(i)(D).

PROJECTS***Housing Rehabilitation******\$220,365***

Funding for limited housing rehabilitation of one to four unit owner-occupied properties inhabited by low and moderate income families. Eligible activity under 24 CFR 570.202(a)(1), meets HUD national objective criteria under 24 CFR 570.208(a)(3).

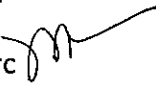
Wickham Library Improvements***\$152,035***

Funding for physical improvements to East Hartford's Wickham Library, including, but not limited to, installation of an elevator to increase accessibility for persons with disabilities, additional parking, upgrades to bathrooms. Eligible activity under 24 CFR 570.201(c), meets HUD national objective criteria under 24 CFR 570.208(a)(1)(i).

TOTAL**\$555,818**



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: May 7, 2018
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: RESOLUTION: Connecticut Office of the Arts Project Grants

The Town of East Hartford is eligible to apply to the Connecticut Department of Economic and Community Development Office of the Arts for grant funding to purchase equipment and software for the East Hartford Public Library Makerspace for community projects.

The Town will be required to provide a local match which will be met by funding from Library Renovation Donations.

Attached is a draft resolution authorizing an application to the CT DECD Office of the Arts for the grant funding. Please place this information on the agenda for the May 15, 2018 meeting. I recommend that the Town Council approve this request as submitted and adopt the attached resolution.

Thank you.

C: E. Buckheit, Development Director
S. Morgan, Library Director
P. O'Sullivan, Grants Manager

Comments: Funding breakdown: \$5,000 cash match
\$2,500 in-kind match
\$10,000 grant request
Total project cost: \$17,500

GRANTS ADMINISTRATION MEMORANDUM

TO: Mayor Marcia A. Leclerc

FROM: Paul O'Sullivan, Grants Manager *Paul O'Sullivan*

SUBJECT: Council Resolution – Application to the Connecticut Office of the Arts for 2019 Project Grant

DATE: May 4, 2018

Attached is a draft Town Council resolution authorizing you as Mayor to apply to the Connecticut Office of the Arts for 2019 Project Grant.

The East Hartford Public library proposes use the grant funds to create a large-scale 3D digital art project. This project will be collaborative and intergenerational, and will use Makerspace tools: green screen, video production equipment, music production equipment, and digital cutting software, some of which the library already owns. The grant funding will go towards purchasing the remaining equipment and software necessary for the project's creation, but the majority of funding will go towards hiring Marc Pettersen, digital media artist, to coordinate the project. We will display the finished project at the library.

This grant program requires a 75 percent match, 50 percent of which must be in cash. Funds are to come from the Library Renovations Donation account, which still has some residual funds from the Raymond Library Renovation Project.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on May 15, 2018. Please contact me at extension 7206 if you have any questions.

Attachments (2)

Cc: Eileen Buckheit, Development Director
Sarah Kline Morgan, Library Director

I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 15th day of May, 2018

R E S O L U T I O N

WHEREAS; the State of Connecticut Office of the Arts had made available Project Grants for planning and implementation of arts-based projects for Connecticut audiences, communities, and participants, and;

WHEREAS; the Raymond Library seeks to provide all the people of East Hartford with opportunities to pursue life-long learning and literacy, to connect with their community, and to share information and ideas freely.

NOW THEREFORE LET IT BE RESOLVED; that Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by the Connecticut Office of the Arts as they pertain to these Project Grants.

AND I DO CERTIFY that the above resolution has not been in any way altered, amended, or repealed, and is now in full force and effect.

IN WITNESS WHEREOF, I do hereunto set my hand and affix the corporate seal of said Town of East Hartford the ____ day of May, 2018.

Seal

Signed: _____
Angela M. Attenello, Council Clerk

PROGRAM OVERVIEW

The Connecticut Office of the Arts Project Grants program encourages and supports arts-based projects of artistic excellence that are aligned with our READI (*Relevance, Equity, Access, Diversity, Inclusion*) framework.

Grants requests range from \$5,000-\$15,000 for planning and implementation of arts-based projects for Connecticut audiences, communities, and participants. Projects of all artistic disciplines are encouraged and must engage at least one Connecticut artist in a significant project role. Projects should be accessible and relevant to the audience and community it is meant to serve.

Equity, Inclusion and Access Statement

Equity, inclusion and access involving all populations are critical to the vitality of our neighborhoods, towns, and cities. We acknowledge that there is much work to do in this area. We are committed to supporting and fully engaging diverse members of our communities in arts policy, practice, and decision making. Continually changing demographics invite opportunity for responsible and responsive social change by attracting new perspectives that connect minds to a vision and hands to a purpose through the arts.

The Connecticut Office of the Arts will insist upon using the lenses of relevance, equity, access, diversity, and inclusion to guide programmatic and investment decisions within the framework of artistic excellence. *

Here are our definitions of what that means to us:

Relevance: Meaningful or purposeful connection to one's aspirations, interests, or experiences in relation to current society or culture.

We commit to a culture that supports curiosity, action and awareness in, about, and through the arts.

Equity: Policy and practice that is fair and just. Our processes and systems are designed to insure that we distribute resources without bias.

We commit to a level playing field for constituents to access the resources in our control and the systems we can influence.

Access: We will create pathways that invite participation and communication and that provide opportunities for constituents from all populations.

We commit to cultivating channels for engagement on all levels for all people.

Diversity: A mosaic of individuals offering unique perspectives and experiences influenced by their ethnic, cultural, social, economic, and ability backgrounds. As Malcolm Forbes says, "Diversity: the art of thinking independently together."

We commit to enhancing creativity through diversity.

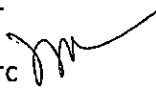
Inclusion: Active participation by constituents who represent and reflect the communities we are all a part of.

We commit to building a community that is respectful and responsive to the diverse talents, skills and abilities of all people.

*We acknowledge that artist excellence and merit are very hard to define, so in lieu of a static definition below, we are leaning on resources from the field to guide our interpretation of what artistic excellence means. Here are two of the articles we go back to when grappling with what artistic excellence means "Divining 'Artistic Excellence'" <http://www.artsjournal.com/wetheaudience/2014/05/devining-artistic-excellence.html> and the NEA's Art Works grant review guidelines <https://www.arts.gov/grants-organizations/art-works/application-review>



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: May 7, 2018
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: RESOLUTION: CT Department of Transportation Master Municipal Agreements

In 2013, the Town of East Hartford signed a Master Municipal Agreement with the Connecticut Department of Transportation for construction projects using federal funds administered by the DOT. At this time, the DOT is requesting that the Town enter into a similar agreement for Rights of Way (ROW) Activities to negotiate and acquire easements. The MMA-ROW will be utilized initially for the Reconstruction of Brewer Street project, currently under design. Enclosed is the copy of the agreement and a Council resolution authorizing my signature of the agreement.

The DOT is also requesting that the Town enter into a similar agreement for the Design Phase of federally funded projects. The endorsement of the Master Municipal Agreement – Preliminary Engineering (MMA-PE) agreement is an effort by the DOT to streamline the application process for municipalities looking to obtain Project Authorization Letters (PAL) for federally funded projects. Enclosed is the copy of the agreement and a Council resolution authorizing my signature of the agreement.

Please place these agreements on the agenda for the May 15, 2018 meeting. I recommend that the Town Council approve the resolutions for each of the agreements, as submitted.

Thank you.

C: T. Bockus, Public Works Director
J. LeBeau, Town Engineer

RESOLUTION

RESOLVED, that The Honorable Marcia A. Leclerc, Mayor, is hereby authorized to sign the Agreement entitled "Master Municipal Agreement for Rights of Way Projects".

ADOPTED BY THE _____ OF
THE TOWN OF _____, CONNECTICUT, THIS
_____ DAY OF _____, 2018.

Clerk


(seal)

Date



MEMORANDUM

TO: Mayor Marcia A. Leclerc

FROM: Tim Bockus, Director of Public Works 

DATE: May 7, 2018

RE: Master Municipal Agreements with Connecticut DOT
For Design Projects &
For Rights of Way Activities

The Town of East Hartford signed a Master Municipal Agreement (MMA) with the Connecticut Department of Transportation (DOT) in 2013 for Construction Projects using federal funds administered by the DOT. That agreement is the basis for Project Authorization Letters (PALs) issued for the Reconstruction of Riverside Drive (Project 42-313) and the East Hartford Multi-Use Trail (Projects 42-300 & -301).

At this time, the DOT is requesting that the Town enter into a similar agreement for the Design Phase of federally funded projects. After the MMA-PE (Preliminary Engineering) is endorsed, the DOT and the Town can utilize the same PAL process for the design phase of a project. The time savings in using the PAL process is significantly shorter than the previous months-long process for individual agreements between the State and the Town.

The DOT is also requesting that the Town enter into a similar agreement for Rights of Way (ROW) Activities. The ROW Phase for a project is really about negotiating & acquiring easements or portions of parcels for the construction project. These "activities" can be completed by the Town, consultants administered by the Town, or the DOT Office of Right of Way. The ROW activities for the Reconstruction of Brewer Street (Project 42-318), currently in the design phase, will be completed by the DOT Office of Right of Way after the MMA-ROW is endorsed and a PAL is finalized.

Please request that these agreements be placed on the upcoming Town Council agenda.

Cc: Jeff LeBeau, Town Engineer

From: D'Alesandris, Diane
Sent: Tuesday, April 10, 2018 12:16 PM
To: Degen, Steven L.
Subject: Attached MMA, Instructions, Resolution - Town of East Hartford

Steve,

Here you go. I send the message below to the City/Towns to give them a heads-up on instructions for returning, etc. Thank you.

Diane

ATTN: Town of East Hartford – The Honorable Marcia A. Leclerc, Mayor

Subject: Attached Master Municipal Agreement - ROW (MMA - ROW) – Town of East Hartford

Please see the attached Master Municipal Agreement for Rights of Way Projects, for the Town of East Hartford. Also, please find the following attached:

- Master Municipal Agreement for the Town of East Hartford - *(Two signature/approved copies are requested)*
- Instruction Page
- Resolution Page

Mailing address: State of Connecticut, Department of Transportation, 2800 Berlin Turnpike, Newington, CT. 06131-7546 (**Attention:** Steven Degen, Division of Rights of Way, Administration Section).

If you have any questions, please contact either Mr. Steven Degen at (860) 594-2475, or my number is (860) 594-2486.

Thank you.

Diane

Diane M. D'Alesandris
Department of Transportation
Division of Rights of Way
Administration/Titles Section
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INSTRUCTIONS FOR PROCESSING MMA ROW

Enclosed are two copies of the Master Municipal Agreement for Rights of Way Projects (MMA ROW) between the State of Connecticut and the Municipality.

Please do the following promptly:

1. Your signature should be affixed to the two copies of the MMA ROW. Please sign your name as it appears on the signatory page.
2. Attach the original Council / Board of Selectman resolution (see enclosed sample) authorizing you, by name and title, to sign these copies of the MMA ROW. For consistency, please see that your name appears in the resolution as shown in the preamble and signatory pages of this MMA ROW.

Please return two signed copies of the MMA ROW (must be signed within 30 days of the original council resolution) on or before May 7, 2018, so that the Department may process them for State signatures. A fully executed copy of the MMA ROW will be returned to you upon its completion.

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

THIS MASTER MUNICIPAL AGREEMENT FOR RIGHTS OF WAY ACTIVITIES ("Master Agreement" or "Agreement") is entered into by and between the STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION (the "DOT"), and the Town of East Hartford, Town Hall, 740 Main Street, East Hartford, Connecticut 06108-3114, (the "Municipality"). The DOT or the Municipality may each be referred to individually as the "Party" and collectively may be referred to as the "Parties."

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

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

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

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

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE THAT:

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

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

1.2 "Authorization to Proceed Notice" means the written notice from the DOT to the Municipality authorizing the Municipality to Perform its obligations for the Rights of Way Project

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under the PAL.

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

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

1.5 "Demand Deposit" means an amount of money due to the DOT from the Municipality.

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

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

1.8 "Effective Date" means the date which the Master Agreement is executed by the DOT.

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

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

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

1.12 "Official Notice" means notice given from one Party to the other in accordance with Article 11.

1.13 "Perform" means for purposes of this Master Agreement, the verb "to perform" and the performance of the work set forth in this Master Agreement which are referred to as "Perform,"

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“Performance” and other capitalized variations of the term.

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

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

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

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

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

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

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

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

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

2.1 Issuance of PAL.

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

2.2 Written Acknowledgement of the PAL.

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

2.3 Designated Official.

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

2.4 Obligations of Municipality.

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

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2.5 Revisions to the PAL.

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

2.6 PAL as a Limitation on Cost of Reimbursement.

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

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

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

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

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

3.2 Authorization to Proceed Notice.

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

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

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

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- (g) The Municipality shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act"), as amended, the regulations promulgated in association therewith at 49 CFR Part 24, and the regulations addressing highway-related issues not covered by the Uniform Act, including 23 CFR Part 710 (collectively, the "Regulations"), as may be revised.
- (h) The Municipality shall comply with the DOT's policies and procedures with respect to Rights of Way Activities summarized in the "Information Guide for Rights of Way Acquisition Activities," Connecticut Department of Transportation (2013), as may be revised ("Information Guide"), and submit to the DOT an acquisition plan ("Plan") in accordance with the then-current Information Guide. The Information Guide is incorporated into this Master Agreement by reference.
- (i) Upon receipt of written approval of the Plan by the DOT and federal authorization for the acquisition, which is required where federal funding is involved in the acquisition, the DOT shall issue a PAL to the Municipality indicating the scope of the Rights of Way Project, the respective obligations of the Parties with respect thereto, and the proportional sharing of costs between the federal government, the State, and/or the Municipality. Upon receipt of Authorization to Proceed Notice from the DOT, the Municipality shall commence the Rights of Way Project.
- (j) Pursuant to §7-148 of the Connecticut General Statutes, the Municipality shall acquire all rights, permanent or temporary, that are required for the Rights of Way Project, including, but not limited to, rights of access by the DOT, the Municipality, and/or contractors or consultants for driveways, grading, and sidewalks located within the construction project limits.
- (k) The Municipality shall certify to the State, in writing, in accordance with the then-current Information Guide, that it has complied with the Uniform Act, as amended, and forward to the State a summary of the acquisition procedure followed.
- (l) Upon completion of its Rights of Way Project, the Municipality shall provide to the DOT all documentation required by the then-current Information Guide.
- (m) In the event property already owned by the Municipality, but not previously designated for transportation purposes, is required in conjunction with the Rights of Way Project, the Municipality responsible for the acquisition as part of the Rights of Way Project shall prepare the appraisal of the Municipally-owned property. Thereafter, the DOT shall provide the Municipality with a credit for the

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federal and DOT share of the DOT approved value of Municipally-owned property to be utilized in the Rights of Way Project.

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

3.4 DOT-provided Services.

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

3.5 Costs and Reimbursement.

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

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

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

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

- (4) All requests for reimbursement shall be made by the date the selected contractor is authorized to proceed with the construction activities ("Notice to Proceed"). The Municipality may submit any requests for reimbursements due to court awards subsequent to the Notice to Proceed date.

- (c) The Municipality shall document all expenses it incurs and maintain all records related to the Rights of Way Project costs. Reimbursable municipal costs are limited to reasonable industry costs for necessary activities required for the Right of Way Project as determined by the DOT.

- (d) If the Municipality fails to adequately record expenses and maintain all related records for any Rights of Way Project or fails to submit any records to the DOT promptly after being requested to do so, such failure to do so may be deemed a breach by the Municipality, at the DOT's sole discretion, and the DOT may deem certain expenses to be non-eligible costs of the respective Rights of Way Project for which the Municipality will not be eligible for reimbursement pursuant to the proportional cost sharing established by the PAL. Furthermore, the DOT's determination of certain costs to be non-eligible costs of the Rights of Way Project does not waive any of the DOT's remedies for the breach by the Municipality of its obligations under this Master Agreement with respect to the respective Rights of Way Project, nor relieve the Municipality from any liability related to its breach.

- (e) The Municipality shall reimburse the DOT for all expenditures incurred by the DOT on the Rights of Way Project in the event the Rights of Way Project is canceled by the Municipality without "good cause." However, the Municipality may request cancellation of the Rights of Way Project, and if determined by the State and the Federal Highway Administration to be justifiable and with "good cause," federal participation in expenditures will be approved up to the percentage of acceptable work completed to the approved date of cancellation. A shift in municipal priorities or lack of municipal funding is considered to be within the control of the Municipality and will not be considered as "good cause."

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

- (a) Suspension, Postponement, or Termination by the DOT.

- (1) For Convenience. The DOT, at its sole discretion, may suspend, postpone, or

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terminate a particular Rights of Way Project and its respective PAL for convenience by giving the Municipality thirty (30) days Official Notice, and such action shall in no event be deemed a breach of the Master Agreement by the DOT.

- (2) For Cause. As a result of the Municipality's failure to Perform the work required on any particular Rights of Way Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may suspend, postpone or terminate the particular Rights of Way Project and its respective PAL for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failure, to the satisfaction of the DOT, in its sole discretion, within the cure period that the DOT may, in its sole discretion, set forth in such Official Notice. Such Official Notice shall specify the extent to which Performance of work under the PAL is being suspended, postponed or terminated and the date upon which such action shall be effective.

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

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

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

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

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

- (d) If the Municipality terminates the Rights of Way Project without the DOT's prior approval, the Municipality shall incur all costs related to the Rights of Way Project without

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reimbursement from the DOT or FHWA (or other applicable federal authority) and shall pay the DOT for any DOT-provided Services Performed prior to termination. With respect to federal or state government Funding that was disbursed to the Municipality prior to the effective date of termination, upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

(e) Termination of a specific Rights of Way Project shall not relieve the Municipality of its responsibilities for the work completed as of the termination date, nor shall it relieve the Municipality or its surety of its obligations concerning any claims arising out of the work Performed on the Rights of Way Project prior to the termination date or any obligations existing under insurance required by the Connecticut General Statutes or by this or any other agreement with the DOT or the Municipality.

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

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

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

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

- (a) The DOT shall use the applicable Funding apportionments to complete the Rights of Way Project and all related activities that the DOT shall Perform under the PAL and pursuant to this Master Agreement.
- (b) The DOT shall acquire all permanent rights that are required for the Rights

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of Way Project, including, but not limited to, rights of access.

- (c) The Municipality shall acquire all temporary rights, that are required for the Rights of Way Project, including, but not limited to, driveways, grading, and sidewalks located within the construction project limits.

4.3 Demand Deposit Requirement.

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

4.4 Actual Costs Exceed Estimate.

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

4.5 Cost of Condemnation.

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

4.6 Release of Property.

Upon completion of the construction project, as determined by the DOT, all property and property rights acquired by the DOT for the Project shall be released in a quitclaim deed with the designation "for transportation purposes only" to the Municipality in which the property is located.

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

- (a) The DOT, upon providing Official Notice, may, in its sole discretion, suspend,

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postpone, or terminate a specific Rights of Way Project, and such action shall in no event be deemed a breach by the DOT.

(b) If the DOT terminates a specific Rights of Way Project, the DOT, may, at its sole discretion, reimburse the Municipality, in whole or in part, for the Demand Deposit paid to the DOT for the Municipality's proportionate share of costs on the Rights of Way Project.

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

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

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

5.1 Method of Disbursement.

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

5.2 Final Payment.

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

5.3 Federal Approvals Required.

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

5.4 Lack of Timeliness in Municipality Performance.

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

- (a) the DOT has no obligation to reimburse the Municipality for its expenses incurred;
- (b) to the extent any Funding already has been disbursed to the Municipality, the Municipality shall return any disbursed funds and any interest earned to-date to the DOT within ten (10) business days of receipt of a request from the DOT; and
- (c) the DOT may recover from the Municipality the DOT's costs for the DOT-provided Services Performed on the Rights of Way Project. Upon receipt of written demand from the DOT, the Municipality shall provide payment for the DOT-provided Services within thirty (30) business days.

Article 6. Records and Audit.

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

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Municipality's and Municipality Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
- (b) The Municipality shall maintain, and shall require each of the Municipality Parties to maintain, accurate and complete Records. The Municipality shall make all of its and the Municipality Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Municipality with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) All audits and inspections shall be at the State's expense.
- (e) The Municipality shall keep and preserve or cause to be kept and preserved all of its and Municipality Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Municipality shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

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

(g) The Municipality shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Municipality Party.

6.2 Retention.

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

Article 7. Additional Mandatory Requirements.

7.1 Mandatory State and Federal Requirements.

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

7.2 Additional Federal Requirements.

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

7.3 Revisions.

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

Master Municipal Agreement for Rights of Way Projects

Article 8. Conflict.

8.1 Conflict.

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

8.2 Revisions to Manuals.

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

Article 9. Review of Municipality's Activities.

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

Article 10. Term and Termination of the Master Agreement.

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

10.2 Termination for Convenience. The DOT may terminate this Master Agreement for convenience, at its sole discretion, upon providing thirty (30) days Official Notice to the Municipality.

Master Municipal Agreement for Rights of Way Projects

10.3 Termination for Cause.

As a result of the Municipality's breach of the Master Agreement or a particular PAL or the failure of the Municipality to Perform the work required on any particular Rights of Way Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may terminate this Master Agreement for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failed Performance, to the satisfaction of the DOT in its sole discretion, within the notice period that the DOT may, in its sole discretion, set forth in such Official Notice. Termination for cause by the DOT will not prejudice the right of the DOT to pursue any of its remedies for breach, including recovery of any Funding paid to the Municipality prior to termination for cause.

10.4 Effect on In-progress PALs.

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

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

Article 11. Official Notice.

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

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

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

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

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

Master Municipal Agreement for Rights of Way Projects

Town Mayor
Town of East Hartford
338 Main Street
Winchester, Connecticut 06098;

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

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

Article 12. Indemnification.

The Municipality shall:

(a) Indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Master Agreement, including the acts of commission or omission (collectively, the "Acts") of the Municipality or Municipality Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Master Agreement. The Municipality shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(b) The Municipality shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The Municipality shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Municipality or any Municipality Parties. The State shall give the Municipality reasonable notice of any such Claims.

(d) The Municipality's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Municipality is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

Master Municipal Agreement for Rights of Way Projects

(e) The Municipality shall carry and maintain at all times during the term of the Master Agreement, and during the time that any provisions survive the term of the Master Agreement, sufficient general liability insurance (or self-insurance) to satisfy its obligations under this Master Agreement. The Municipality shall name the State as an additional insured on the policy. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the DOT or the State is contributorily negligent.

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

Article 13 Sovereign Immunity.

13.1 No Waiver of the State's Immunities.

Nothing in this Master Agreement or any PAL issued hereunder shall be construed as a modification, compromise or waiver by the DOT of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the DOT or any of its officers and employees, which they may have had, now have or will have with respect to matters arising out of this Master Agreement. To the extent that this section conflicts with any other section, this section shall govern.

13.2 Defense of Suits by the Municipality.

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

Article 14 Governing Law.

The Parties deem the Master Agreement to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Master Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the DOT, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Municipality waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding. Nothing contained in the terms or provisions of this Master Agreement shall be construed as waiving any of the rights of

Master Municipal Agreement for Rights of Way Projects

the DOT under the laws of the State of Connecticut. Nothing contained in this Master Agreement shall be construed as an agreement by the DOT to directly or indirectly obligate the DOT to creditors or employees of the Municipality or to the Municipality's Parties.

Article 15 Amendment.

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

Article 16 Severability.

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

Article 17 Waiver.

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

Article 18 Remedies are nonexclusive.

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

Article 19. Municipally-owned Property.

In the event property already owned by the Municipality, but not previously designated for transportation purposes, is required in conjunction with the Rights of Way Project, the Party responsible for the acquisition as part of the Rights of Way Project shall prepare the appraisal of the Municipally-owned property. Thereafter, the DOT shall provide the Municipality with a credit for the federal and DOT share of the DOT approved value of Municipally-owned property to be utilized in the Rights of Way Project. Said properties shall be used for transportation purposes only. This provision will survive the Agreement, the PAL the completion of the Rights of Way Project and the completion of any related construction project.

Article 20 Entire Agreement.

Master Municipal Agreement for Rights of Way Projects

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

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

STATE OF CONNECTICUT
Department of Transportation
James Redeker, Commissioner

By _____
Mark D. Rolfe, P.E.
Bureau Chief
Bureau of Engineering and Construction

Date: _____

TOWN OF EAST HARTFORD

By _____
Marcia A. Leclerc
Mayor

Date: _____

Schedule A
PAL Template

Dear [Addressed to Designated Official]:

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

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

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

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

The Rights of Way Project is to provide [Description].

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

Funding for the Rights of Way Project is provided under [Program Name] and payment will be on a reimbursement basis. The maximum reimbursement to the Municipality under this PAL is \$ [Amount] dollars. In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. Costs contained in this PAL shall not be exceeded without first obtaining written permission from the DOT.

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

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

Master Municipal Agreement for Rights of Way Projects

Please indicate your concurrence with the PAL by signing below on or before [REDACTED] and returning a copy to the DOT's Authorized Representative. The signature of the Designated Municipal Official evidences the Municipality's concurrence with the PAL and constitutes the Written Acknowledgement of the PAL. You may submit the Written Acknowledgement of the PAL to the DOT's Authorized Representative in hard copy or by facsimile or electronic transmission. The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Rights of Way Project.

If you have any questions please contact [REDACTED], the Project Manager at (860) 594-[REDACTED].

Very truly yours,

Authorized DOT Representative

MUNICIPALITY'S ACKNOWLEDGEMENT OF PAL

Concurred By _____ Date _____
Print Name:
Designated Municipal Official

Master Municipal Agreement for Rights of Way Projects

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

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

Mandatory State and Federal Requirements

1. **Executive Orders.** This Master 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 Master Agreement as if they had been fully set forth in it. The Master Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. At the Municipality's request, the State shall provide a copy of these orders to the Municipality.
2. **Code of Ethics.** The Municipality shall comply with the policies set forth in Policy Statement Policy No. F&A-10 ("Code of Ethics Policy"), Connecticut Department of Transportation, June 1, 2007, attached hereto as Schedule C.
3. **Suspension or Debarment.** The Municipality shall not allow suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors to submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.
4. **Certification .**
 - A. The signature on the Master Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:
 - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (ii) Has not, within the prescribed statutory time period preceding this Master Agreement, been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(ii) of this certification; and

Master Municipal Agreement for Rights of Way Projects

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

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

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

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

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

5. **Title VI Contractor Assurances.** As a condition to receiving federal financial assistance, if any, under the Master Agreement, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (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", attached hereto at Schedule D, all of which are hereby made a part of this Master Agreement.

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

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

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

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit a Disclosure of Lobbying Activities form (Form SF-

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LLL) available at the Office of Budget and Management's website at http://www.whitehouse.gov/omb/grants_forms/, in accordance with its instructions. If applicable, Form SF-LLL shall be completed and submitted with the Master Agreement.

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

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

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

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

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

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

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit

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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.

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

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

9. When the Municipality receives State or Federal funds it shall incorporate the “Connecticut Required Specific Equal Employment Opportunity Responsibilities” (“SEEOR”), dated 2010, attached at Schedule E, as may be revised, as a material term of any contracts/agreements it enters into with Municipality Parties and shall require the Municipality Parties to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any contracts/agreements with Municipality Parties and require that the Municipality Parties attach the SEEOR to its subcontracts.



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 E. 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 D

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 E

CONNECTICUT REQUIRED SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (2010)

1. General:

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by federal Executive Order 11246, federal Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these special provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these special provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

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

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

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

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of federal Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

2. Equal Employment Opportunity Policy:

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. Subcontracting:

a) The Company will use his/her best efforts to solicit bids from and to utilize minority

Schedule E

group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract Compliance.

b) The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

4. Records and Reports:

a) The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project;
2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force);
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b) All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c) The Company will submit an annual report to ConnDOT 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 PR 1391. If on-the-job training is being required by "Training Special Provision," the Company will be required to furnish Form FHWA 1409.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: May 7, 2018
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: RESOLUTION: CT Department of Transportation Master Municipal Agreements

In 2013, the Town of East Hartford signed a Master Municipal Agreement with the Connecticut Department of Transportation for construction projects using federal funds administered by the DOT. At this time, the DOT is requesting that the Town enter into a similar agreement for Rights of Way (ROW) Activities to negotiate and acquire easements. The MMA-ROW will be utilized initially for the Reconstruction of Brewer Street project, currently under design. Enclosed is the copy of the agreement and a Council resolution authorizing my signature of the agreement.

→ The DOT is also requesting that the Town enter into a similar agreement for the Design Phase of federally funded projects. The endorsement of the Master Municipal Agreement – Preliminary Engineering (MMA-PE) agreement is an effort by the DOT to streamline the application process for municipalities looking to obtain Project Authorization Letters (PAL) for federally funded projects. Enclosed is the copy of the agreement and a Council resolution authorizing my signature of the agreement.

Please place these agreements on the agenda for the May 15, 2018 meeting. I recommend that the Town Council approve the resolutions for each of the agreements, as submitted.

Thank you.

C: T. Bockus, Public Works Director
J. LeBeau, Town Engineer

RESOLUTION

RESOLVED, that The Honorable Marcia A. Leclerc, Mayor, is hereby authorized to sign the Agreement, entitled "Master Municipal Agreement for Design Projects".

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF EAST HARTFORD, CONNECTICUT, THIS _____ DAY OF _____, 2018.

Clerk

(seal)

Date



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546



April 12, 2018

The Honorable Marcia A. Leclerc
Mayor
Town of East Hartford
740 Main Street
East Hartford, CT 06108

RECEIVED

APR 18 2018

TOWN OF EAST HARTFORD
ENGINEERING DIVISION

RECEIVED

APR 18 2018

TOWN OF EAST HARTFORD
OFFICE OF THE MAYOR

Dear Mayor Leclerc:

Subject: Master Municipal Agreement for Preliminary Engineering Projects

The Connecticut Department of Transportation (Department) is pleased to introduce a new way of doing business with the municipalities of Connecticut. The enclosed Master Municipal Agreement for Preliminary Engineering Projects (MMAPE) is the third in a series of agreements that will fundamentally improve how the Department conducts business with its municipal partners by dramatically streamlining the agreement process.

It is anticipated that once an MMAPE is executed with your municipality, project specific information and monetary terms will be set forth in a Project Authorization Letter (PAL) issued by the Department to the municipality for individual preliminary engineering projects. PALs are expected to take only days to execute, as opposed to the numerous months that were previously required to execute individual project agreements.

This ten-year term MMAPE covers municipally administered design projects. The MMAPE includes standard terms, conditions and contracting "boiler plate" language that should govern all municipal design projects involving the Department which are undertaken throughout the ten-year term.

Please sign the enclosed agreement and join the Department in this new and innovative way of doing business that will improve delivery of Department services to its customers.

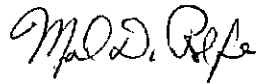
The Honorable Marcia A. Leclerc

-2-

April 12, 2018

Please process the MMAPE in accordance with the enclosed instructions and return the agreement to Mr. Hugh Hayward, Highway Design – Local Roads, at the letterhead address. If you have any questions, please contact Mr. Hugh Hayward at (860) 594-3219.

Very truly yours,

A handwritten signature in cursive script, appearing to read "M.D. Rolfe".

Mark D. Rolfe, P.E.

Chief Engineer

Bureau of Engineering and Construction

Enclosures

INSTRUCTIONS FOR PROCESSING MMAPE

Enclosed are two copies of the Master Municipal Agreement for Preliminary Engineering Projects (MMAPE) between the State of Connecticut and the Municipality.

Please do the following promptly:

1. Your signature should be affixed to the two copies of the MMAPE. Please sign your name as it appears on the signatory page. Please note that a council/Board of Selectman Resolution is no longer necessary in order to sign the MMAPE.
2. Please return two signed copies of the on or before May 14, 2018, so that the Department may process them for State signatures.

A fully executed copy of the MMAPE will be returned to you upon its completion.

MASTER MUNICIPAL AGREEMENT FOR DESIGN PROJECTS

THIS MASTER MUNICIPAL AGREEMENT FOR DESIGN PROJECTS ("Master Agreement") is entered into by and between the STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION, (the "DOT"), and the Town of East Hartford, 740 Main Street, East Hartford, Connecticut 06108 (the "Municipality"). The DOT or the Municipality may each be referred to individually as the "Party" and collectively may be referred to as the "Parties."

WHEREAS, the Municipality undertakes, and may financially participate in, municipal projects to design improvements to locally-maintained roadways, structures and transportation facilities that are eligible for government financial assistance from the DOT, the federal government, or both; and

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

WHEREAS, on a project-by-project basis the Municipality takes on the responsibility of administering the design phase of each municipal project; and

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

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE THAT:

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

1.1 "Administer," "Administering" or "Administration" of the Design Project means conducting and managing operations required to perform and complete the Design Project, including performing (or engaging a Consulting Engineer to perform) the Design Services and undertaking all of the administrative duties related to and required for the completion of the Design Project.

1.2 "Authorization to Proceed" means the written notice from the Authorized DOT Representative to the Designated Official authorizing the Municipality to perform its obligations for the Design Project under the Project Authorization Letter (PAL), including, but not limited to, entering into an agreement with the Consulting Engineer for performance of the Design Services, if applicable.

Master Municipal Agreement for Design Projects

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

1.4 “Consulting Engineer” means the person or entity engaged by the Municipality to perform the Design Services, in whole or in part, for the Design Project.

1.5 “Cumulative Costs” means the total, collective expenditure by the Municipality and the DOT to complete the Design Project (defined in section 1.7).

1.6 “Demand Deposit” means an amount of money due to the DOT from the Municipality.

1.7 “Design Project” means the design phase activities undertaken by the Municipality to design improvements to be constructed on a locally or State-maintained roadways, structure or Transportation Alternative Facilities (defined in section 1.29), or any combination of the foregoing and in accordance with the PAL and this Master Agreement.

1.8 “Design Services” include, but are not limited to, providing the survey, preliminary engineering studies, preliminary design, final design for the Design Project, and engineering services during construction for the Design Project as specifically set forth in the PAL in accordance with the “Consultant Administration and Project Development Manual, Connecticut Department of Transportation (September 2008).” Design Services may be required for the construction phase of a Municipal Project.

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

1.10 “Disadvantaged Business Enterprise (DBE)” has the meaning defined in Schedule C.

1.11 “DOT-provided Services” means the work that the DOT performs for the Design Project, as specifically set forth in the PAL and may include, but is not necessarily limited to, providing material testing, administrative oversight, technical assistance in engineering reviews, property map reviews, title searches, cost estimate reviews, environmental reviews, public hearing assistance, recording and transcription, agreement development, fee review and negotiations, and liaison activities with other governmental agencies as may be necessary for proper development of the Design Project to ensure satisfactory adherence to State and federal requirements.

1.12 “Effective Date” means the date upon which the Master Agreement is executed by the DOT.

1.13 “Extra Work” means additional work that is beyond the original scope or limits of work of the Design Project, which Funds are set aside in the PAL, but the Funds cannot be expended without

Master Municipal Agreement for Design Projects

the approvals required in Section 7 of this Master Agreement.

1.14 "Funding" means funds from the state government, the federal government, or a combination of any of the foregoing, designated for a particular Design Project, as specified in the Project Authorization Letter.

1.15 "Inspection Activities" means inspection of the work during the construction phase of the Municipal Project and associated administrative duties, including, but not limited to: inspection of grading, drainage, structure, pavement, Transportation Facilities (defined in section 1.30), and rail work if applicable; the required administrative functions associated with the construction phase of the Municipal Project including, but not limited to, preparation of correspondence, construction orders, periodic payment estimates, quantity computations, material sampling and testing, Equal Employment Opportunity and DBE monitoring, final documentation, DOT and Federal reporting, construction surveys, reviews and recommendations of all construction issues, and claims analysis support; and other related functions deemed necessary by the DOT.

1.16 "Municipal Project" means a project undertaken by the Municipality for improvements on locally or State-maintained roadways, structures, or Transportation Alternatives Facilities, or any combination of the foregoing, which generally includes three phases of activities: the design phase, rights-of-way phase, and construction phase.

1.17 "Official Notice" means notice given from one Party to the other in accordance with Article 22.

1.18 "Plans, Specifications, and Estimates (PS&E)" means the final engineering documents produced during the design phase of the Municipal Project, approved and accepted by the DOT in writing, that contain all of the construction details and will be made part of the bid and contract documents for the construction phase of the Municipal Project.

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

1.20 "Project Amount" means the total estimated cost for all work for the Design Project, as estimated at the time of the DOT's issuance of the PAL.

1.21 "Project Authorization Letter (PAL)" means the written document that authorizes the distribution of Funding to the Municipality for the particular Design Project during a specified period of time.

1.22 "Project Manager" means the DOT assigned engineer in responsible charge of the Design Project, as identified in the particular PAL associated with an individual Design Project.

1.23 "Small Business Enterprise (SBE)" has the meaning defined in Schedule D.

Master Municipal Agreement for Design Projects

1.24 "Small Business Participation Pilot Program (SBPPP)" has the meaning defined in Schedule E.

1.25 "Special Provisions" means specifications applicable to the particular Design Project that are required by the DOT and made part of the bid documents and the contract with the Prime Contractor.

1.26 "Standard Specifications" means, collectively, the publications entitled "Standard Specifications for Roads, Bridges, and Incidental Construction (Form 816)" Connecticut Department of Transportation (2004) and its supplemental specifications issued from time to time by the DOT, entitled the "Supplemental Specifications to the Standard Specification for Roads, Bridges, and Incidental Construction (Form 816)," Connecticut Department of Transportation (July 2010), as may be revised.

1.27 "Subconsultant" means any firm that is engaged by the Consulting Engineer to perform the Design Services, in whole or part, for the Design Project.

1.28 "Term" means the duration of this Master Agreement.

1.29 "Transportation Alternative Facilities" means the facilities provided as a result of transportation alternative activities (as defined by 23 U.S.C. § 101(a) (29), as revised).

1.30 "Transportation Facilities" means any roadway, structure, building, intangible rights or other associated facilities, including, but not limited to, traffic control signals and roadway illumination, Transportation Alternatives Facilities, including, but not limited to, pedestrian or bike trails, or any combination of the foregoing.

Article 2. Issuance and Acknowledgment of PALs for Design Projects.

2.1 The DOT shall issue to the Municipality a PAL for the applicable Design Project, in the form substantially similar to Schedule A, which will be addressed to the Designated Official and signed by the Authorized DOT Representative. PALs issued under this Master Agreement will address Design Projects and will not address construction phase or right-of-way acquisition phase activities of Municipal Projects. The issuance of the PAL itself is not final authorization for the Municipality to begin Performing work or entering into an agreement with the Consulting Engineer with respect to the Design Project. Additional required steps and approvals are set forth in this Master Agreement.

2.2 The PAL issued by the DOT to the Municipality shall set forth, at a minimum:

(a) the Funding source(s), the related government Funding authorization or program information, and the associated Funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Design Project;

Master Municipal Agreement for Design Projects

- (b) the maximum reimbursement to the Municipality under the PAL;
- (c) an estimated cost break-down for all work under the Design Project. At DOT's discretion, the PAL will provide a line item category for Extra Work to set aside funds that may be requested later by the Municipality to fund the requested additional work if it is deemed, at the DOT's sole discretion and with the DOT's written approval, to be necessary for completion of the Design Project;
- (d) the amount of the Demand Deposit(s) due to the DOT from the Municipality for the Municipality's proportionate share of applicable costs for work Performed by the DOT under the Design Project, as determined by the Funding ratio;
- (e) a brief description of the Design Project; and
- (f) any applicable affirmative action goal(s) assigned with respect to work on the Design Project, as follows:
 - (i) if the Design Project receives federal participation in Funding, the DBE goal assigned by the DOT applicable to the Consulting Engineer; or
 - (ii) if the Design Project receives DOT Funding, and no federal participation in Funding, the SBE goal assigned by the DOT applicable to the Consulting Engineer; or
 - (iii) regardless of the Funding source(s), the SBPPP goal assigned by the DOT applicable to the Consulting Engineer.

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

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

2.5 Upon submission of the Written Acknowledgement of the PAL to the DOT, the Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Design Project. By submitting the Written Acknowledgement of the PAL, the Municipality acknowledges that it understands the obligations to which it is committing itself with respect to the Design Project. Further, the Municipality agrees to proceed with diligence to Perform its obligations to accomplish the Design Project and agrees to use the Funding to complete the same.

2.6 Any modification to the scope, the allowed Funding amount, or cost breakdown related to the Design Project must be approved by the DOT, at its sole discretion, and set forth in a subsequent PAL newly-issued by the Authorized DOT Representative, hereinafter referred to as the "Revised PAL." The Revised PAL shall be acknowledged by the Municipality in accordance with the procedure set forth in section 2.2, and the Revised PAL, once acknowledged in writing by the Municipality in accordance with the procedure set forth in section 2.3, will supersede the PAL or any previously issued Revised PAL for the Design Project and will control over the PAL and any previously issued Revised PAL.

Article 3. Authorization to Proceed.

3.1 The Municipality shall not commence to Administer the Design Project until it has received from the DOT an Authorization to Proceed Notice.

3.2 The Municipality shall not have the Consulting Engineer or the Municipality's staff commence the Design Services until the Municipality has received the Authorization to Proceed Notice.

3.3 The DOT has no responsibility and incurs no liability for payments to the Municipality for Administration of the Design Project or for any Design Services Performed by the Consulting Engineer or the Municipality's staff on the Design Project prior to the issuance of the Authorization to Proceed Notice.

Article 4. Municipality to Administer the Design Project.

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4.1 Upon receipt of an Authorization to Proceed Notice, the Municipality shall Administer and Perform all activities associated with the Design Project in accordance with the PAL and this Master Agreement.

4.2 The Municipality, with prior written approval of the DOT, may elect to Perform all or any part of the Design Services with its own staff. In requesting approval from the DOT, the Municipality must demonstrate, to the DOT's satisfaction, that the municipal staff Performing the Design Services are sufficiently qualified, that there is sufficient manpower, equipment, and resources available to the Municipality, and that it will be cost effective for the Municipality's staff to Perform the Design Services. The Municipality shall submit written documentation to the State indicating its criteria and/or procedures used in assigning existing municipal staff, or hiring of new municipal staff to Perform the Design Services. The Municipality shall assume responsibility for the accuracy of all products of its work generated by municipal staff Performing the Design Services, irrespective of the State's review and approval of the same, if any. The Municipality shall have its Designated Official sign the title sheet(s) of all plans and/or final work product documents generated by municipal staff in Performance of the Design Services, in addition to any applicable signing and/or sealing by professional engineers, land surveyors or architects required pursuant to State statute or regulation.

4.3 For Design Services that the Municipality does not elect to Perform with its own staff, the Municipality shall retain, using a qualifications based selection (QBS) process, a Consulting Engineer to undertake the Design Services, as more particularly described in Article 5.

4.4 With respect to any Design Project that receives federal participation in Funding, the Municipality acknowledges that any costs it incurs prior to the receipt of federal authorization for the Design Project are entirely ineligible for reimbursement with federal funds.

4.5 The Municipality agrees that it shall use the Funding for reimbursement of the Municipality's approved expenses incurred in the fulfillment of the Design Project as specified in the PAL and this Master Agreement and for no other purpose.

4.6 The Municipality shall conduct public involvement programs for the Design Project in compliance with applicable federal and State requirements and in accordance with the "Public Involvement Guidance Manual," Connecticut Department of Transportation (2009), as may be revised.

Article 5. Engaging a Consulting Engineer.

5.1 Where the Municipality retains a Consulting Engineer to Perform the Design Services, the Municipality shall use a QBS process, specifically as set forth in the current "Consultant Selection, Negotiation and Contract Monitoring Procedures for Municipally Administered Projects," Connecticut Department of Transportation (December 2011), as may be revised, which are hereinafter referred to as the "Consultant Selection Procedures" which is made a part of this Agreement and incorporated into it by reference.

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5.2 The Municipality shall follow the Consultant Selection Procedures in carrying out the solicitation and selection of the Consulting Engineer and the negotiation of and entering into an agreement with the Consulting Engineer. The Municipality shall document its process for the solicitation, selection, negotiation, and contracting with any Consulting Engineer and provide such written documentation to the DOT, all in accordance with the Consultant Selection Procedures.

5.3 The Municipality shall not impose any local rules, policies, terms, conditions, or requirements on any potential Consulting Engineer in its QBS process, unless it has received prior written approval from the DOT and, if applicable, FHWA. If the Municipality imposes any local rules, policies, terms, conditions, or requirements, without all required prior written approvals, the DOT may in its sole discretion deem such imposition to be a breach of this Master Agreement and the respective PAL and may result in the Municipality losing Funding for the Design Project.

5.4 The Municipality must receive the DOT's prior written approval in order to enter into an agreement with the Consulting Engineer, or to modify or supplement any such agreement with the Consulting Engineer, prior to incurring reimbursable costs in conjunction with the PAL. Without such written approval, costs incurred by the Municipality are ineligible for reimbursement under the PAL. DOT retains the authority, at its sole discretion, to review the Municipality's proposed agreements, and modifications and supplements thereto for compliance with applicable DOT and federal requirements prior to the DOT issuing any written approval.

5.5 The Municipality shall Perform contract monitoring of the Consulting Engineer in accordance with the Consultant Selection Procedures. The Municipality agrees to assist the DOT in rating the Consulting Engineer's Performance through the DOT's Consultant Evaluation System, in accordance with the Consultant Selection Procedures.

Article 6. Required Consulting Engineer Agreement Provisions

6.1 As a condition of receiving Funding under the PAL, the Municipality may be required, at the direction of the DOT or the federal government, to obtain certain assurances from and include certain contract provisions in its agreement with the Consulting Engineer.

6.2 The Municipality shall include the following requirements in its agreement with the Consulting Engineer:

(a) "Connecticut Required Specific Equal Employment Opportunity Responsibilities," (2012), attached at Schedule B; and

(b) the DBE goal, SBE goal, or SBPPP goal, as applicable, and associated requirements set forth in the PAL; and

(c) the "Special Provision, Disadvantaged Business Enterprises" (April 2012), the "Special Provision, Small Contractor and Small Contractor Minority Business Enterprises (Set-Aside)" (April 2012) or the "Special Provision, Small Business Participation Pilot Program" (April 2012), all as may be revised by DOT from time to time, current versions of which are attached at

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Schedules C, D & E, respectively (the "Affirmative Action (AA) Requirements"). The Municipality shall include a provision within its agreement with the Consulting Engineer requiring compliance with the AA Requirements and attach a copy of the applicable Schedule C, D, or E to such agreement.

6.3 The Municipality's failure to include the requirements of Article 6 in its agreement with, and to ensure compliance by, the Consulting Engineer may be deemed by DOT, at its sole discretion, to be a breach of this Master Agreement and the respective PAL, and may result in the Municipality's loss of Funding for the Design Project. Specifically, with respect to the Municipality's failure to comply with the DBE goal, SBE goal, or SBPPP goal, as applicable, as required by section 6.2(b), DOT, at its sole discretion, may withhold reimbursement to the Municipality for the Design Project in an amount up to or equaling the goal shortfall, in addition to any other remedies the DOT may have under this Master Agreement or provided by law.

6.4 The Municipality shall include in its agreement with the Consulting Engineer a completion schedule for the Design Services that is acceptable to the State.

6.5 With respect to its agreement with the Consulting Engineer, the Municipality shall comply with Policy No. F&A-30, dated July 23, 2015 ("Maximum Fees for Architects, Engineers and Consultants"), attached at Schedule F. The Municipality shall utilize the guidelines stipulated in Policy No. EX.O.-33 dated June 25, 2015, attached at Schedule G, when applicable, in accordance with Policy No. F&A-30.

6.6 The Municipality shall include any Design Services that may be required during the pre-bid, bid and construction phases of the Municipal Project in the scope of Design Services to be Performed under the agreement entered into with the Consulting Engineer, for the purposes of advising the Municipality or the State, whichever is administering the construction phase of the Municipal Project. Such Design Services shall include, but not be limited to, providing interpretations of the plans and specification prepared by the Consulting Engineer, assisting the Municipality or State in answering pre-bid questions, attending meetings including the preconstruction meeting and progress meetings, conferring with and advising the Municipality or the State as to any changed or unanticipated field conditions that will impact the work during the construction phase, visiting the jobsite at appropriate intervals to monitor critical areas of work, and responding to questions, as needed.

6.7 The Municipality may engage the Consulting Engineer who Performed Design Services to Perform subsequent Inspection Activities during the construction phase of the Municipal Project, provided that Inspection Activities were included in the QBS process when selecting the Consulting Engineer for the Design Services. The State reserves the right in the future to bar the Municipality from engaging the Consulting Engineer who Performed Design Services to also Perform Inspection Activities during the construction phase, and the State will notify the Municipality of any such change in policy.

6.8 The Municipality shall require the Consulting Engineer to assume responsibility for the accuracy of its work generated in Performing the Design Services, irrespective of the State's

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review and approval of such work, if any, and shall include this requirement in its agreement with the Consulting Engineer. The Municipality shall have its Designated Official sign the title sheet(s) of all plans and/or final work product documents prepared by the Consultant Engineer, in addition to any applicable signing and/or sealing by professional engineers, land surveyors or architects required pursuant to state statute or regulation.

6.9 The Municipality may not impose any local rules, policies, terms, conditions, or requirements in its agreement with the Consulting Engineer unless the Municipality has received prior written State and/or federal approval. Imposition of local rules, policies, terms, conditions, or requirements by the Municipality may be deemed by the State in its sole discretion to be a breach of the Master Agreement and the respective PAL, and may result in the Municipality's loss of Funding for the Design Project.

Article 7. Design Standards and Administrative Standards.

7.1 The Municipality shall Perform, or require its Consulting Engineer to Perform, all Design Services to standards acceptable to the State and, if federal Funding is involved, to standards acceptable to the Federal Highway Administration (FHWA), which are contained in the documents listed in Section 7.2 below, with all work being Performed within the designated time frame set forth in the PAL for the Design Project.

7.2 In Performing the Design Services, the Municipality shall comply with, and/or if engaging a Consulting Engineer, shall require the Consulting Engineer to comply with, the current version of the following engineering publications issued by the Connecticut Department of Transportation ("Engineering Publications"), as they may be revised and as they may be applicable to the Design Project:

- (a) Bridge Design Manual (2003 Edition, with revisions through February 2011);
- (b) Bridge Inspection Manual, Version 2.1 (2001, with revisions through March 2008);
- (c) Consultant Administration & Project Development Manual (September 2008);
- (d) Digital Design Environment Guide (2007);
- (e) Digital Project Development Manual, Version 3.06 (July 2014);
- (f) Drainage Manual (2000, including revisions through 2003);
- (g) Geotechnical Engineering Manual (2005, including revisions through February 2009);
- (h) Highway Design Manual (2003 Edition, including revisions to February 2013);
- (i) Utility Accommodation Manual (2009);
- (j) Public Service Facility Policy and Procedures for Highways in Connecticut (2008);
- (k) Traffic Control Signal Design Manual (2009); and
- (l) Pamphlet for Monitoring Consultant Performance and Payment Requests, Connecticut Department of Transportation (March 2014).

The Engineering Publications referenced in this section are incorporated and made a part of this Master Agreement by reference and the Municipality shall incorporate the Engineering Publications into each agreement it enters into with a Consulting Engineer for any Design Project

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undertaken pursuant to a PAL issued under this Master Agreement. The Engineering Publications shall govern the Performance of the Design Services.

7.3 With respect to Design Projects that receive federal Funding, the Municipality shall comply with, or require its Consulting Engineer to comply with, all applicable federal requirements as may be applicable to the Design Project including, but not limited to:

- (a) 23 USC § 112, invoking the Brooks Act (40 USC §§ 1101-1104).
- (b) 23 CFR Part 172, Administration of Engineering and Design Related Service Contracts;
- (c) 48 CFR Part 31, Federal Acquisition Regulations, addressing contract cost principles and procedures and audit requirements;
- (d) 49 CFR § 18.42, Records Retention Requirements.

Article 8. Additional Administration Responsibilities.

8.1 The Municipality shall Perform all other work which becomes necessary to properly Administer the Design Project in order to ensure compliance with the applicable design standards and the Municipality's contract with the Consulting Engineer. Any work Performed by the DOT in order to assist with the Municipality's Administration responsibilities for the Design Project and any associated expenses will be funded in accordance with the PAL.

8.2 The Municipality shall maintain and secure all Records for the Design Project at a single location for the DOT's review, use and approval at all times.

8.3 The Municipality shall submit to the DOT for review the PS&E and other information developed by the Municipality's staff or the Consulting Engineer, as applicable, for the Design Project, in accordance with the current Consultant Administration and Project Development Manual. Upon completion of the Design Project, the Municipality shall notify the DOT, in writing, of the completion and, upon request by the DOT, shall provide the DOT copies of the final PS&E, in the format requested by the DOT.

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

8.5 The Municipality may not make changes to the Design Project that will increase the cost or alter the character or scope of the Design Services without prior written approval from the Authorized DOT Representative. In addition, the Municipality shall not extend the term of any agreement with its Consulting Engineer without prior written approval from the Authorized DOT Representative. Such written approval may take the form of a Revised PAL issued by the DOT with respect to the Design Project.

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8.6 If, at any time during the Design Project, the DOT in its sole discretion determines that the Administration by the Municipality is not adequate, the DOT may deem the Municipality to be in breach of this Agreement, and the DOT, in its sole discretion, may assume responsibility for or supplement the Administration of the Design Project. The additional costs associated with the DOT's Administration of the Design Project will be considered part of the Design Project costs for DOT-provided Services and will be funded in accordance with the proportionate cost sharing set forth in the PAL. Furthermore, the DOT's assumption or supplementing of the Administration of a Design Project does not waive any of the DOT's remedies under this Master Agreement, nor relieve the Municipality from any liability related to its breach.

Article 9. DOT-provided Services.

9.1 If the Design Project requires DOT-provided Services, such services shall be set forth in the PAL and funded in accordance with the proportionate cost sharing for work on the Design Project as set forth in the PAL. The DOT reserves the right to inspect all aspects of the work related to the Design Project at all times, and such inspections shall be deemed DOT-provided Services.

9.2 The PAL will specify Municipality's proportionate share of the estimated cost of the DOT-provided Services. The DOT will bill the Municipality the amount of the Municipality's proportionate share of such estimated costs in a Demand Deposit, and the Municipality shall forward to the DOT that amount in accordance with the PAL. The DOT is not required to Perform the DOT-provided Services until the Municipality pays the Demand Deposit in full.

Article 10. Costs and Reimbursement.

10.1 The Municipality shall expend its own funds to pay for costs of Administering the Design Project and then shall seek reimbursement from the DOT for approved costs.

10.2 The Municipality shall document all expenses it incurs and maintain all Records related to the Design Project costs, including, but not limited to:

- (a) its payments to the Consulting Engineer;
- (b) its payroll hours on time sheets for municipal staff working directly on the Design Project. Reimbursable municipal payroll costs are limited to the actual municipal payroll for work on the Design Project and fringe benefits associated with payroll;
- (c) material purchases made by the Municipality; and
- (d) reimbursement due to the Municipality for use of Municipality-owned or rented equipment. Rates of reimbursement for use of Municipality-owned or rented equipment will be based on an existing municipal audit, if available, completed no more than three (3) years before acknowledgment of the PAL, and provided the rates are acceptable to the DOT. In the absence of acceptable rates, or if there is no current municipal audit, the equipment rental rate will be

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established in accordance with Section 1.09.04(d) of the Standard Specifications, as may be revised.

10.3 If the Municipality fails to adequately record expenses and maintain all related Records for any Design Project or promptly submit any Records to the DOT, the DOT in its sole discretion may deem such failure to be a breach by the Municipality, and the DOT may deem certain expenses to be non-eligible costs of the respective Design Project for which the Municipality will not be eligible for reimbursement pursuant to the proportional cost sharing established by the PAL. Furthermore, the DOT's determination of certain costs to be non-eligible costs of the Design Project does not waive any of the DOT's remedies for the breach by the Municipality of its obligations under this Master Agreement with respect to the respective Design Project, nor relieve the Municipality from any liability related to its breach.

10.4 The Municipality shall seek reimbursement from the DOT for the Municipality's expenditures, which have been approved by the DOT for eligible Design Project costs. Reimbursement of DOT approved expenditures will be made in the following manner:

(a) On a monthly basis, the Municipality shall submit to the DOT using the DOT-required voucher form entitled "Invoice Summary and Processing (ISP) Form" ("Voucher"), as may be revised, with supporting data, the cost of services rendered and expenses incurred for the prior month. With respect to any work that is Performed in-house by the Municipality's staff, the Municipality's reimbursable costs shall be limited to the actual payroll, fringe benefits associated with payroll, and approved direct cost charges for the staff's Performance of Design Services.

(b) Upon review and approval of the Voucher by the DOT, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality, in accordance with the proportional cost sharing established by the PAL.

10.5 Notwithstanding the above, the DOT may offset any reimbursable amounts due to the Municipality with any amounts due to the DOT for DOT-provided Services.

Article 11. Extra Work.

11.1 If the PAL provides a line item category for Extra Work and the Municipality wishes to pursue any Extra Work, it must request approval in writing from the DOT's Project Manager for the type and scope of the Extra Work and the associated costs prior to the Municipality authorizing Performance of the Extra Work by the Municipality's staff or the Consulting Engineer, as applicable.

11.2 Once approved in writing by the DOT, the Extra Work will be funded as follows:

(a) If the Extra Work results in a Cumulative Cost less than or equal to the Project Amount specified in the PAL, it will be funded according to the proportional cost sharing set forth in the PAL.

(b) If the Extra Work results in a Cumulative Cost greater than the Project Amount specified in the PAL, and the DOT determines that the appropriate federal or state government

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funding is available for the increased costs of the Design Project, then the DOT will issue a Revised PAL to provide for the cost increase to the Design Project for this Extra Work. If federal or state government funding is not available, the Municipality will be responsible for 100% of the additional cost.

Article 12. Funding of Additional DOT-Approved Costs upon Final Audit.

12.1 If, upon final audit by the DOT, additional costs, including, but not limited to, those resulting from Extra Work, delays, or other cost over-runs, result in a Cumulative Cost less than the original Project Amount identified in the PAL, the additional costs, if approved by the DOT, shall be funded in accordance with the PAL.

12.2 If, upon final audit by the DOT, additional costs, including, but not limited to, those resulting from Extra Work, delays, or other cost over-runs, result in a Cumulative Cost greater than the original Project Amount identified in the PAL, the DOT, at its discretion, may issue a Revised PAL in order to fund these additional costs, provided that additional Funding is available.

12.3 If, pursuant to section 12.1, the additional costs are not approved by the DOT or if, pursuant to section 12.2, a Revised PAL is not issued, the Municipality will be responsible for 100% of the additional cost.

12.4 If, during the course of the final audit, the Municipality or DOT discovers that the Municipality had been reimbursed for improper or unauthorized costs or expenses, then the Municipality shall return the amount of such improper or unauthorized costs or expenses to the DOT.

Article 13. No DOT Obligation to Third Parties. Nothing contained in this Master Agreement shall be deemed to directly or indirectly create any obligation of the DOT to creditors or employees of the Municipality or to the Municipality's Parties.

Article 14. Suspension, Postponement, or Termination of the Design Project.

14.1 Suspension, Postponement, or Termination by the DOT.

(a) For Convenience. The DOT, at its sole discretion, may suspend, postpone, or terminate a particular Design Project and its respective PAL for convenience by giving the Municipality thirty (30) days Official Notice, and such action shall in no event be deemed a breach of the Master Agreement by the DOT.

(b) For Cause. As a result of the Municipality's breach of the PAL or failure of the Municipality, or its Consulting Engineer to Perform the work required on any particular Design Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may suspend, postpone or terminate the particular Design Project and its respective PAL for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failure, to the satisfaction of the DOT in its sole discretion, within the cure period that the DOT may, in its sole discretion, set forth in such Official Notice. Such Official Notice shall

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specify the extent to which Performance of work under the PAL is being suspended, postponed or terminated and the date upon which such action shall be effective.

14.2 Termination by the Municipality, with prior DOT approval.

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

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

14.3 Upon suspension, postponement, or termination in accordance with section 14.1 or termination in accordance with section 14.2, the DOT at its sole discretion may provide the Municipality with Funding in part for its expenditures, if any, up to the percentage of acceptable work completed as of the approved date of termination, provided that the DOT finds the work to be acceptable.

14.4 If the DOT and/or FHWA (or other applicable federal authority), deems any of the work that the Municipality itself Performed, or engaged the Consulting Engineer to Perform on its behalf, to be unacceptable, then upon demand by the DOT and/or FHWA (or other applicable federal authority), the Municipality shall promptly return, in whole or in part, to the DOT and/or FHWA (or other applicable federal authority), the State or federal Funding that was disbursed to the Municipality prior to the effective date of termination to fund that unacceptable work.

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

14.6 Termination of a specific Design Project shall not relieve the Municipality or its Consulting Engineer of its responsibilities for the work completed as of the termination date, nor shall it relieve the Municipality or any contractor or its surety of its obligations concerning any claims arising out of the work Performed on the Design Project prior to the termination date or any obligations existing under bonds or insurance required by the Connecticut General Statutes or by this Master Agreement or any other agreement with the DOT or the Municipality.

Article 15. Utilities Relocation and Access to Highway Right-of-Way.

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15.1 Where the Design Project requires readjustment or relocation of a utility facility in, or removal of a utility facility from, the state highway right-of-way or a Municipality-owned highway right-of way, the Parties shall comply with the following provisions:

(a) With respect to any utility facility located within the Municipality-owned highway right-of-way, the Municipality shall issue an appropriate order to any utility to readjust or relocate in the right-of-way, or remove from the right-of-way, its utility facility as is deemed necessary by the Municipality or by the DOT, and the Municipality shall take all necessary legal action to enforce compliance with the issuance of such order.

(b) With respect to any utility located within the state highway right-of-way, the DOT shall issue an appropriate order to any utility to readjust or relocate in the right-of-way, or remove from the right-of-way, its utility facility as is deemed necessary by the Municipality and by the DOT.

(c) With respect to a Municipality-owned utility, whether located in the state highway right-of-way or Municipality-owned highway right-of way, the Municipality shall promptly readjust or relocate in the right-of-way, or remove from the right-of-way, its utility facilities impacted by the Design Project.

15.2 With respect to any work on the Design Project that requires access to the state highway right-of-way or Municipality-owned highway right-of way, the Party with jurisdiction over the applicable right-of-way is responsible for reviewing the request and granting to the other Party, Consulting Engineer, or any Subconsultant thereof, as applicable, the right to enter into, pass over and utilize the right-of-way in accordance with all applicable requirements on a case by case basis. Nothing in this section 15.2 shall be construed as waiving any requirements under State of Connecticut laws or regulations relating to access to the highway right-of way, including but not limited to, applying for and obtaining an encroachment permit.

Article 16. Disbursement of Grant Funds.

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

16.2 The Municipality agrees that with respect to PALs that include federal participation in Funding, no PAL issued by the DOT is effective until all required federal approvals are received by the DOT for the Design Project.

16.3 Final payment to the Municipality will be based on a post-engineering final audit Performed by the DOT using the cost sharing percentages and funding procedures set forth in the respective PAL.

16.4 If the Municipality fails to commence and complete the Design Project as set forth in

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the respective PAL in a timely fashion to the satisfaction of the DOT and in accordance with all applicable federal, state, and local laws, regulations, ordinances, or requirements, then:

- (a) the DOT has no obligation to reimburse the Municipality for its expenses incurred;
- (b) to the extent any Funding already has been disbursed to the Municipality, the Municipality shall return any disbursed funds and any interest earned to date to the DOT within ten (10) business days of receipt of a request from the DOT; and
- (c) the DOT may recover from the Municipality the DOT's costs for the DOT-provided Services Performed on the Design Project. Upon receipt of written demand from the DOT, the Municipality shall provide payment for the DOT-provided Services within thirty (30) days.

16.5 Unless otherwise indicated in the respective PAL, in the event that the Municipality does not commence the subsequent phase related to the Design Project (i.e., the right-of-way acquisition phase or the construction phase of the respective Municipal Project) by the close of the tenth (10th) federal fiscal year following the federal fiscal year in which the Design Project was authorized by the DOT, regardless of the funding source of those phases, upon request by the DOT, the Municipality shall reimburse the DOT for all State and federal funding that was disbursed to the Municipality and for all expenses incurred by the DOT on the Design Project under the respective PAL, or the DOT, at its sole discretion, may assume responsibility for or supplement the Administration of the commencement and/or completion of the subsequent phase, as set forth in section 8.6.

Article 17. Records and Audit.

17.1 The Municipality shall make all of its Records and accounting procedures and practices relevant to any Funding received under this Master Agreement available for examination by the DOT and the State of Connecticut and its agents including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and the Chief State's Attorney and their respective agents for a period of time in accordance with all applicable state or federal audit requirements.

17.2 With respect to each Design Project undertaken under this Master Agreement, the Municipality shall maintain and secure all Records for a period of three (3) years after the final payment has been made to the Consulting Engineer or the termination of any litigation related to the Design Project, or three (3) years after the date of DOT's issuance of the CON-100 form, as may be revised, whereby the construction phase activities have been deemed to be substantially complete, whichever is later, or for such longer time as instructed by the DOT, the State of Connecticut and its agents, or the federal government.

Article 18. Costs Resulting from Errors or Omissions.

18.1 The Municipality shall reimburse the DOT for one hundred percent (100%) of all Municipal Project costs and costs of DOT-provided Services, which costs are the result of errors or

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omissions of the Municipality, the Consulting Engineer or its Subconsultant(s), including, but not limited to, errors or omissions with respect to the PS&E, inadequate provision of the Design Services by the Municipality, the Consulting Engineer or its Subconsultant(s), or inadequate Administration by the Municipality, as applicable.

18.2 In order to determine the total cost of DOT-provided Services that were attributable to the errors and omissions of the Municipality, a percentage(s) will be derived from the ratio of the total cost of all DOT-provided Services to the total actual Design Project cost, as determined by a final audit, and this percentage will be multiplied by the amount attributable to the Municipality's error or omission, as determined by the DOT, to determine the cost of DOT-provided Services incurred as a result of the errors or omissions which the Municipality must reimburse to the DOT.

18.3 This Article 18 will survive the expiration of the PAL, the final acceptance of the PS&E, the termination of the Master Agreement, and the expiration of the Term.

Article 19. Additional Mandatory Requirements.

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

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

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

Article 20. Conflict & Revisions to Manuals.

20.1 In case of a conflict between the provisions of any particular PAL, the Master Agreement, the Mandatory State and Federal Requirements, or any specification, guide, manual, policy, document, or other publication referenced in the Master Agreement, the provision containing additional details or more stringent requirements will control. In case of the Municipality's inability

Master Municipal Agreement for Design Projects

to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the DOT shall have the right to determine, in its sole discretion, which provision applies. The Municipality shall promptly request in writing the DOT's determination upon the Municipality's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of this Master Agreement.

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

Article 21. Term and Termination of the Master Agreement.

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

21.2 The DOT may terminate this Master Agreement for convenience, at its sole discretion, upon providing thirty (30) days Official Notice to the Municipality.

21.3 As a result of the Municipality's breach of the Master Agreement or a particular PAL or the failure of the Municipality, its Consulting Engineer, or both, to Perform the work required on any particular Design Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may terminate this Master Agreement for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failed Performance, to the satisfaction of the DOT in its sole discretion, within the notice period that the DOT may, in its sole discretion, set forth in such Official Notice. Termination for cause by the DOT will not prejudice the right of the DOT to pursue any of its remedies for breach, including recovery of any Funding paid to the Municipality prior to termination for cause.

21.4 Upon expiration of the Term or the DOT's earlier termination for convenience of the Master Agreement, any issued PAL for a Design Project that is still in-progress will remain in full force and effect and will continue through completion and final acceptance by the DOT of the respective Design Project, and the Municipality shall be subject to all applicable terms and conditions of the PAL and this Master Agreement, unless the respective PAL is itself terminated in accordance with section 14.1.

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

Master Municipal Agreement for Design Projects

Article 22. Official Notice. Any Official Notice from one Party to the other Party, in order for such notice to be binding thereon, shall:

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

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

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

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

Mayor
Town of East Hartford
740 Main Street
East Hartford, Connecticut 06108;

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

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

Article 23. Insurance.

23.1 With respect to the activities on the particular Design Project that the Municipality Performs or that the Municipality engages a Consulting Engineer to Perform, and also those that are Performed by Subconsultants of the Consulting Engineer, on the Design Project, the Municipality shall carry, and shall require its Consulting Engineer (i) to carry and (ii) to impose on its Subconsultants the requirement to carry, for the duration of the Design 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) per occurrence 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, an aggregate limit of

Master Municipal Agreement for Design Projects

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 DOT 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 Design Project, providing for a total limit of One Million Dollars (\$1,000,000) per occurrence 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 DOT 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);

(c) Railroad Protective Liability Insurance (when the Design Project requires work within fifty (50) feet of the railroad right-of-way or DOT-owned rail property) with coverage limits of not less than Two Million Dollars (\$2,000,000) for each accident or occurrence resulting in damages from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property, and subject to that limit per accident or occurrence, an aggregate coverage of at least Six Million Dollars (\$6,000,000) for all damages during the policy period, and with all entities falling within any of the following listed categories named as insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way (iv) the State, and (v) any other party with an insurable interest. If such insurance is required, the Municipality shall obtain and submit evidence of the minimum coverage indicated above to the DOT prior to commencement of the rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by the DOT;

(d) Valuable Papers Insurance, with coverage maintained until the work has been completed and accepted by the DOT, and all original documents or data have been returned to the DOT, providing coverage in the amount of Fifty Thousand Dollars (\$50,000) regardless of the physical location of the insured items. This insurance will assure the DOT that all Records, papers, statistics and other data or documents will be re-established, recreated or restored if made unavailable by fire, theft, or any other cause. The Municipality, the Consulting Engineer, or Subconsultant, as applicable, shall retain in its possession duplications of all products of its work under the contract if and when it is necessary for the originals to be removed from its work under the contract, and if and when necessary for the originals to be removed from its possession during the time that this policy is in force.

(e) 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

Master Municipal Agreement for Design Projects

of the United States respectively; and

(f) 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 Master Agreement as the same relates to negligent acts, errors or omissions in the work Performed by the Municipality, Consulting Engineer, or Subconsultant, as applicable. The Municipality, Consulting Engineer, 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 deductible clause the Municipality, Consulting Engineer, or Subconsultant shall be liable, as stated above herein, to the extent of the deductible amount. The Municipality, Consulting Engineer, or Subconsultant shall, and 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 or environmental impairment. However, the Municipality, Consulting Engineer, 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, Consulting Engineer, or Subconsultant under the PAL for the Design Project

23.2 In the event the Municipality, Consulting Engineer, 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 DOT must be named as an additional insured on that policy.

23.3 For each Design Project, the required insurance coverage of the types and minimum limits as required by the Master Agreement must be provided by an insurance company or companies, with each company, or if it is a subsidiary then its parent company, authorized, pursuant to the Connecticut General Statutes, to write insurance coverage in the State of Connecticut and/or in the state in which it, or in which the parent company, is domiciled. In either case, the company must be authorized to underwrite the specific line coverage. Solely with respect to work Performed directly and exclusively by the Municipality, the Municipality may request that the DOT accept coverage provided under a municipal self-insurance program as more particularly described in section 23.7.

23.4 The Municipality shall provide to the DOT evidence of all required insurance coverages by submitting a Certificate of Insurance on the form(s) acceptable to the DOT fully executed by an insurance company or companies satisfactory to the DOT.

23.5 The Municipality shall produce, and require its Consulting Engineer or any Subconsultant, as applicable, to produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the DOT. In providing said policies, the Municipality, Consulting Engineer or Subconsultant, as applicable, may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of

Master Municipal Agreement for Design Projects

the PAL and the Master Agreement. The Municipality agrees to notify the DOT with at least thirty (30) days prior notice of any cancellation or change in the insurance coverage required under this Master Agreement.

23.6 The Municipality acknowledges and agrees that the minimum insurance coverage limits set forth in this Master Agreement are subject to increase by the DOT, at its sole discretion, from time to time during the Term of this Master Agreement. The DOT will provide the Municipality with the updated minimum insurance coverage limit requirements as applicable to the particular Design Project. Upon issuance of a PAL by the DOT, and submission of the Written Acknowledgment of the PAL by the Municipality, the Municipality shall comply with the updated minimum insurance coverage limit requirements as specified by the DOT for the particular Design Project.

23.7 Self-insurance.

(a) With respect to activities Performed directly and exclusively by the Municipality with Municipal forces or staff on a particular Design Project, the Municipality may request that the DOT accept coverage provided under a self-insurance program in lieu of the specific insurance requirements set forth in section 23.1. The Municipality shall submit to the DOT a notarized statement, by an authorized representative:

- (1) certifying that the Municipality is self-insured;
- (2) describing its financial condition and self-insured funding mechanism;
- (3) specifying the process for filing a claim against the Municipality's self-insurance program, including the name, title and address of the person to be notified in the event of a claim; and
- (4) agreeing to indemnify, defend and save harmless the State of Connecticut, its officials, agents, and employees, and if the particular Design Project requires work within, upon, over or under the right of way of the National Railroad Passenger Corporation (Amtrak) also indemnify, defend and save harmless Amtrak from all claims, suits, actions, damages, and costs of every name and description resulting from, or arising out of, activities Performed by the Municipality under the PAL issued for the Design Project.

(b) If requested by the DOT, the Municipality must provide any additional evidence of its status as a self-insured entity.

(c) If the DOT, in its sole discretion, determines that such self-insurance program is acceptable, then the Municipality shall assume any and all claims as a self-insured entity.

(d) If the DOT accepts a Municipality's particular self-insurance coverage, the Municipality will not be required to obtain from an insurance company the respective insurance requirement(s) displaced by that particular self-insurance coverage.

Master Municipal Agreement for Design Projects

(e) If the DOT does not approve the Municipality's request to provide coverage under a self-insurance program for the particular activities, the Municipality must comply with the respective insurance requirement(s) stated in the Master Agreement, including but not limited to, the type of coverage and minimum limits applicable to the coverage.

Article 24. Indemnification.

24.1 For the purposes of this Article, the following definitions apply.

(a) **Claims:** All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

(b) **Municipality's Parties:** A Municipality's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Municipality is in privity of oral or written contract and the Municipality intends for such other person or entity to Perform under the Master Agreement or the PAL in any capacity.

(c) **Records:** All working papers and such other information and materials as may have been accumulated by the Municipality Contractor in Performing the Master Agreement or the PAL, 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.

(d) **State:** The State of Connecticut, including the DOT and any office, department, board, council, commission, institution or other agency or entity of the State.

24.2 The Municipality shall:

(a) Indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns and if the particular Design Project requires work within, upon, over or under the right of way of Amtrak also indemnify, defend and hold harmless Amtrak from and against any and all (1) Claims arising, directly or indirectly, in connection with the Master Agreement, including the acts of commission or omission (collectively, the "Acts") of the Municipality or Municipality Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Master Agreement. The Municipality shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or

Master Municipal Agreement for Design Projects

uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(b) The Municipality shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The Municipality shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Municipality or any Municipality Parties. The State shall give the Municipality reasonable notice of any such Claims.

(d) The Municipality's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Municipality is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Municipality shall carry and maintain at all times during the term of the Master Agreement, and during the time that any provisions survive the term of the Master Agreement, sufficient general liability insurance to satisfy its obligations under this Master Agreement. The Municipality shall name the State as an additional insured on the policy. The DOT shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the DOT or the State is contributorily negligent.

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

Article 25. Sovereign Immunity. Nothing in this Master Agreement or any PAL issued hereunder shall be construed as a modification, compromise or waiver by the DOT of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the DOT or any of its officers and employees, which they may have had, now have or will have with respect to matters arising out of this Master Agreement. To the extent that this section conflicts with any other section, this section shall govern.

Article 26. Defense of Suits by the Municipality. Nothing in this Master Agreement shall preclude the Municipality from asserting its Governmental Immunity rights in the defense of third party claims. The Municipality's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the DOT, at law or in equity, under this Master Agreement, including, but not limited to, those relating to damages.

Article 27. Governing Law. The Parties deem the Master Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Master Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws.

Master Municipal Agreement for Design Projects

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 DOT, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Municipality waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding. Nothing contained in the terms or provisions of this Master Agreement shall be construed as waiving any of the rights of the DOT under the laws of the State of Connecticut.

Article 28. Obligate the DOT. Nothing contained in this Master Agreement shall be construed to directly or indirectly obligate the DOT to creditors or employees of the Municipality or to the Municipality's Parties.

Article 29. Amendment. This Master Agreement may be amended by mutual written agreement signed by the authorized representative of each Party and conditioned upon approval by the Attorney General of the State of Connecticut, and any additional approvals required by law.

Article 30. Severability. If any provision of this Master Agreement or application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Master Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Master Agreement are severable.

Article 31. Waiver. The failure on the part of the DOT to enforce any covenant or provision herein contained does not waive the DOT's right to enforce such covenant or provision, unless set forth in writing. The waiver by the DOT of any right under this Master Agreement or any PAL, unless in writing, shall not discharge or invalidate such covenant or provision or affect the right of the DOT to enforce the same.

Article 32. Remedies are Nonexclusive. No right, power, remedy or privilege of the DOT shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all of said rights, powers, remedies or privileges shall be deemed cumulative and additional and not in lieu or exclusive of any other right, power, remedy or privilege available to the DOT at law or in equity.

Article 33. Entire Agreement. This Master Agreement, when fully executed and approved as indicated, constitutes the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either Party hereto unless in writing signed by both Parties hereto.

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

Master Municipal Agreement for Design Projects

STATE OF CONNECTICUT
Department of Transportation
James Redeker, Commissioner

By _____
Mark D. Rolfe, P.E.
Bureau Chief
Bureau of Engineering and Construction

Date: _____

TOWN OF EAST HARTFORD

By _____
The Honorable Marcia A. Leclerc
Mayor

Date: _____

Schedule A

[Addressee - Designated Municipal Official]

Local Roads

Dear [Addressee - Designated Municipal Official]:

Subject: Project Authorization Letter
For the [Project Description] (Design Project)

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

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

The Design Project is to provide [ENTER DESCRIPTION], beginning at a point [] and ending at [], a distance of [] feet.

Funding for the Design Project is provided under [identify the Federal and/or State program and associated funding ratio between F/S/T] and payment will be on a reimbursement basis. The maximum reimbursement to the Municipality under this PAL is \$[ENTER AMOUNT]. In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. Costs contained in this PAL shall not be exceeded without first obtaining written permission from the DOT. Attached is an estimated engineering cost break down for Design Project activities. A Demand Deposit in the amount of \$[ENTER AMOUNT] is due the DOT for [identify the purpose of the deposit, i.e. their share of DOT costs, non-federal cost of sidewalks etc.].

This Design Project has been assigned a [ENTER CORRECT DESIGNATION DBE/SBE/SBPPP] goal of []% and the Municipality shall comply with the requirements pertaining to the goal as stipulated in the Master Agreement.

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

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

Schedule A

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

If you have any questions please contact [REDACTED], the Project Manager at (860) 594-[REDACTED].

Very truly yours,

Authorized DOT Representative

MUNICIPALITY'S ACKNOWLEDGEMENT OF PAL

Concurred By _____ Date _____

Print Name:
Designated Municipal Official

Schedule A

PAL ATTACHMENT
STATE PROJECT NO.XXX
FEDERAL PROJECT NO.XXXX
ESTIMATED Design COSTS

A. Municipal Design Project Cost - Consultant Services	\$
B. Municipal Design Project Cost – Municipal Forces	\$
C. Extra Work Allowance (+/-10% of A+B) – in accordance with Section 11 of the Master Agreement.	\$
D. Total Municipal Cost (A+B+C)	\$
E. DOT-provided Services – Design	\$
F. DOT-provided Services – Administrative Oversight	\$
G. DOT-provided Services – Audits	\$
H. Extra Work Allowance – DOT Forces (+/-10% of E+F+G)	\$
I. Total Design Cost – DOT Forces (E+F+G+H)	\$
J. Total Design Cost (D+I)	\$
K. Federal Proportionate Share of the Total Design Cost (80% of J)	\$
L. DOT Proportionate Share of the Total Design Cost (X% of J)	\$
M. Maximum Amount of Reimbursement to the Municipality (X% of D)	\$
N. Demand Deposit Required from the Municipality	\$

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

Schedule B

**CONNECTICUT REQUIRED
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(2010)**

1. General:

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by federal Executive Order 11246, federal Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these special provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these special provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

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

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

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

d) The Company and all his/her subcontractors or Subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of federal Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or Subconsultant.

2. Equal Employment Opportunity Policy:

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. Subcontracting:

a) The Company will use his/her best efforts to solicit bids from and to utilize minority

Schedule B

group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract Compliance.

b) The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

4. Records and Reports:

a) The Company will keep such Records as are necessary to determine compliance with equal employment opportunity obligations. The Records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project;
2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force);
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b) All such Records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c) The Company will submit an annual report to ConnDOT 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 PR 1391. If on-the-job training is being required by "Training Special Provision," the Company will be required to furnish Form FHWA 1409.

Schedule C

SPECIAL PROVISION
DISADVANTAGED BUSINESS ENTERPRISES
AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS
FOR FEDERAL FUNDED PROJECTS

Revised – April 2012

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. "Administrative Agency" means the agency responsible for awarding the contract.
- B. "ConnDOT" means the Connecticut Department of Transportation.
- C. "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").
- D. "Broker" means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.
- E. "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.
- F. "Contractor," means a consultant, second party or any other entity doing business with the Administrative Agency or, as the context may require, with another Contractor.
- G. "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.
 - 3. Certified by ConnDOT under 49 CFR Part 26 or 23.
- H. "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.
- I. "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.

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J. "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).

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.

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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 Administrative Agency and ConnDOT deem appropriate.

B. The Contractor shall cooperate with the Administrative Agency, ConnDOT 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 Administrative Agency, 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 DBE program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to the Administrative Agency.

D. For the purpose of this Special Provision, DBEs to be used to satisfy the DBE goal must be certified by ConnDOT'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 the approval of the Administrative Agency, the Contractor may not be eligible for payment for those items of work.

F. In the event a DBE firm that was listed in the award documents is unable or unwilling to perform the work assigned; the Contractor shall notify the Administrative Agency immediately and make efforts to obtain a release of work from the firm. The Contractor shall use the DBE Directory to identify and contact firms certified to perform the type of work that was assigned to the unable or unwilling DBE firm. If the Contractor is unable to find a DBE replacement, then the Contractor should identify other contracting opportunities and solicit DBE firms in an effort to meet the Contract DBE goal requirement.

G. At the completion of all Contract work, the Contractor shall submit a final report to the Administrative Agency 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 Administrative Agency detailing the Good Faith Efforts made during the performance of the Contract to satisfy the goal. Documentation is to include, but not be limited to, the following:

1. A detailed statement of the efforts made to replace an unable or unwilling DBE firm, and a description of any additional subcontracting opportunities that were identified and offered to DBE firms in order to increase the likelihood of achieving the stated goal.

A detailed statement, including documentation of the efforts made to contact and solicit bids from certified DBEs, including the names, addresses, and telephone numbers of each DBE firm

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contacted; the date of contact 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 the response from firms contacted.

2. 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.

3. Provide documents to support contacts made with the Administrative Agency requesting assistance in satisfying the specified Contract goal.

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

H. 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 and verified by the Administrative Agency. 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 Administrative Agency, no reduction in payments will be imposed.

I. All Records must be retained for a period of three (3) years following acceptance by the Administrative Agency of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Administrative Agency, ConnDOT (when the Administrative Agency is other than ConnDOT) 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.

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of DBEs, the Administrative Agency 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 goal percentage will be provided as part of the Project Authorization Letter. 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 the Contract in accordance with 49 CFR Part 26.55 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 cannot 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 Administrative

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Agency, 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 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 DBE and the low bidder. The named DBE shall be from a list of certified DBEs available from ConnDOT. 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 Administrative Agency all requests for subcontractor approvals on the standard forms provided by the Administrative Agency.

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 contractor 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 Administrative Agency 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 contractor, 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 Administrative Agency which will substantiate and justify the change (i.e., documentation to provide a basis for the change for review and approval by the Administrative Agency) prior to the implementation of the change. The Contractor must demonstrate that the originally named DBE is unable or unwilling to perform in conformity to the scope of service, or is in default of its Contract. 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 Administrative Agency 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 Administrative Agency 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

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Administrative Agency indicating the work done by, and the dollars paid to the DBE for the current quarter and to date.

J. Each contract that the Administrative Agency 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 DBE supplier or manufacturer to satisfy a portion or all of the specified DBE goal, the Contractor must provide the Administrative Agency with:

1. 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 Administrative Agency, 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 Administrative Agency 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 Administating Agency 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

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performance of the Contract, provided that the fees or commissions are determined by the Administrative Agency 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. 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 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 the Administrative Agency. To obtain such an exception, the Contractor must submit an application to the Administrative Agency, which documents the specific Good Faith Efforts that were made to meet the DBE goal. An application form entitled "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 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 ConnDOT's Division of Contract

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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 Administrative Agency 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 Administrative Agency 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 Administrative Agency shall notify the Contractor by 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 Administrative Agency. The Administrative Agency will forward the Contractor's reconsideration request to the ConnDOT Division of Contract Compliance for submission to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's 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, a written determination on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's determination is final. If the reconsideration is denied, the Contractor shall indicate in writing to the Administrative Agency within fourteen (14) days of receipt of the written notification of denial, the DBEs 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 continuous good faith efforts throughout the duration of the project to achieve the DBE goal.

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Connecticut Department of Transportation Application for Review of Pre-award Good Faith Efforts

Directions: A Contractor who is unable to meet the percentage goals set forth in the Special Provisions Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers - Part III-B shall submit the attached application requesting a review of its Good Faith Efforts to meet the goal.

The Contractor must show that it took all necessary and reasonable steps to achieve the DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation. Appendix A of 49 CFR Part 26 - "Guidance Concerning Good Faith Efforts" will be generally but not exclusively, utilized in evaluating Good Faith Efforts. All applications must be in writing, signed and dated and include the following:

1. a statement setting forth in detail which parts, if any, of the contract were reserved by the contractor and not available for bid from 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 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 other 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 ConnDOT'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.

All applications shall be submitted to the Manager of Contracts. Upon receipt of the submission requesting a review of pre-award Good Faith Efforts, ConnDOT's Manager of Contracts 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.

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: Manager of Contracts, P.O. Box 317546, Newington, CT 06131-7546. The Manager of Contracts 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 Contractor's 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 determination on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's determination is final.

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**Connecticut Department of Transportation
Application for Review of Pre-award Good Faith Efforts**

Name of Company: _____

Address: _____

Project# _____

Contract goal as set forth in Special Provisions Part III-B. _____ %

Total DBE commitments obtained, by
subcontracting and/or procurement of
material and/or services. (Attach DBE
Participation Approval Request(s)) \$ _____ % of Total Contract

I. Items of Contract not available for subletting. (Attach additional sheets, if necessary.)

<u>Item #</u>	<u>Description of Item</u>	<u>\$ Bid Amount</u>	<u>% of Total Contract</u>
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2. Items of Contract likely to be sublet. (Attach additional sheets, if necessary)

<u>Item #</u>	<u>Description of Item</u>	<u>\$ Bid Amount</u>	<u>% of Total Contract</u>
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3. Items of Contract DBEs solicited to bid. If partial item, indicate work, materials, and/or services bids were solicited for. (Attach additional sheets, if required.)

<u>Item #</u>	<u>Description of Item</u>	<u>\$ Bid Amount</u>	<u>% of Total Contract</u>
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4. Names of DBEs contacted. (Attach additional sheets, if necessary. Attach copies of all correspondence.)

<u>Name of DBE</u>	<u>Items Contacted for</u>	<u>Date of Contact</u>	<u>Phone/Cert.Mail Other</u>	<u>Result</u>
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5. Names of DBEs who were quoted on contract (be very specific and include items and amounts; attach documentation).

<u>Name of DBE</u>	<u>Item of Work Quoted</u>	<u>Date of Quote</u>	<u>Reason(s) for Rejection of Bid</u>
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6. Names of DBEs contacted who did not bid. (Attach copies of all supporting correspondence and phone logs.)

<u>Name of DBE</u>	<u>Items of Work</u>	<u>Date DBE Declined</u>	<u>Reason for Refusal to Bid</u>
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7. Date(s) contractor contacted ConnDOT Division of Contract Compliance seeking DBE referrals. (Provide complete documentation, including phone logs.)

Date and Name of Contact: _____

Name of DBE Referred by ConnDOT

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8. Any additional information that should be considered in this application.

Contractor Signature

Title

Date: _____

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SPECIAL PROVISION
SMALL CONTRACTOR AND SMALL CONTRACTOR MINORITY BUSINESS
ENTERPRISES (SET-ASIDE)

April, 2012

NOTE: Certain of the requirements and procedures stated in this Special Provision are applicable prior to the execution of the Contract.

I. **GENERAL**

- A. The municipality shall cooperate with the Connecticut Department of Transportation (ConnDOT) in implementing the required contract obligations concerning Small Contractor and Small Contractor Minority Business Enterprises utilization on this Contract in accordance with Section 4a-60g of the Connecticut General Statutes, as revised. References, throughout this Special Provision, to Small Contractor are also implied references to Small Contractor Minority Business Enterprises as both relate to Section IIA of these provisions. The municipality shall also cooperate with ConnDOT in reviewing the contractor's activities relating to this provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.
- B. For the purpose of this Special Provision, the Small Contractor named to satisfy the set-aside requirements must be certified by the Department of Administrative Services, Supplier Diversity Program (860)713-5236; www.das.state.ct.us as a Small Contractor as defined by Section 4a-60g of the Connecticut General Statutes, as revised, and is subject to approval by ConnDOT to do the work for which it is nominated.
- C. Contractors who allow work which they have designated for Small Contractor participation in the pre-award submission required under Section IIC to be performed by other than the approved Small Contractor organization and prior to concurrence by ConnDOT, will not be paid for the value of the work performed by organizations other than the Small Contractor designated.
- D. If the contractor is unable to achieve the specified contract goals for Small Contractor participation, the contractor shall submit written documentation to the municipality indicating his/her good faith efforts to satisfy set-aside requirements. Documentation is to include but not be limited to the following:
 - 1. A detailed statement of the efforts made to select additional subcontract opportunities for work to be performed by each Small Contractor 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 contracts with each Small Contractor, including the names, addresses,

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dates and telephone numbers of each Small Contractor contacted, and a description of the information provided to each Small Contractor regarding the scope of services and anticipated time schedule of items proposed to be subcontracted and the nature of response from firms contacted.

3. For each Small Contractor that placed a subcontract quotation which the contractor considered not to be acceptable, provide a detailed statement of the reasons for this conclusion.
4. Documents to support contacts made with the municipality and/or ConnDOT requesting assistance in satisfying the Contract specified or adjusted Small Contractor dollar requirements.
5. Document other special efforts undertaken by the contractor to meet the defined set-aside requirement.

E. Failure of the contractor to have at least the specified dollar amount of this Contract performed by a Small Contractor as required in Section IIA of this Special Provision will result in the reduction in the Contract payment to the contractor by an amount equivalent to that determined by subtracting from the specific dollar amount required in Section IIA, the dollar payments for the work actually performed by each Small Contractor. The deficiency in Small Contractor achievement, will therefore, be deducted from the final Contract payment. However, in instances where the contractor can adequately document or substantiate its good faith efforts made to meet the specified or adjusted dollar amount to the satisfaction of ConnDOT, no reduction in payments will be imposed.

F. All Records must be retained for a period of three (3) years following completion and acceptance of the work performed under the Contract and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT or the United States Department of Transportation.

G. Nothing contained herein, is intended to relieve any contractor or subcontractor 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.

II. SPECIFIC REQUIREMENTS

In order to increase the participation of Small Contractors, ConnDOT requires the following:

- A. The Small Business Enterprise (SBE) set-aside percentage will be provided as part of the Project Authorization Letter. Compliance with this provision may be fulfilled when a SBE or any combination of SBEs perform work. Not less than the set-aside

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percentage assigned to the project shall be subcontracted to and performed by, and/or supplied by, manufactured by and paid to Small Contractors and/or Small Contractors Minority Business Enterprises.

B. The contractor shall assure that each Small Contractor will have an equitable opportunity to compete under this Special Provision, particularly by arranging solicitations, time for the preparation of fee proposals, scope of work, and delivery schedules so as to facilitate the participation of each Small Contractor.

C. The contractor shall provide to the municipality within seven (7) days after the bid opening the following items:

1. Certification (Exhibit I) signed by each named Small Contractor [subcontractor listing a description of the work and] certifying that the dollar amount of all contract(s) and/or subcontract(s) that have been awarded to him/her for the current State Fiscal Year (July 1 - June 30) does not exceed the Fiscal Year limit of \$15,000,000.00.
2. A certification of work to be subcontracted (Exhibit I) signed by both the contractor and the Small Contractor listing the work items and the dollar value of the items that the nominated Small Contractor is to perform on the project to achieve the minimum percentage indicated in Section IIA above.
3. It is the responsibility of the contractor to ensure that the Small Contractor and Small Contractor Minority Business Enterprises named are qualified to perform the designated scope of work.

D. After the contractor signs the Contract, the contractor will be required to meet with the municipality to review the following:

1. What is expected with respect to the Small Contractor set aside requirements.
2. Failure to comply with and meet the requirement can and will result in monetary deductions from payment.
3. Each quarter after the start of the Small Contractor the contractor shall submit a report to the municipality indicating the work done by, and the dollars paid to each Small Contractor to date.
4. What is required when a request to sublet to a Small Contractor is submitted.

E. The contractor shall submit to the municipality all requests for subcontractor approvals on standard forms provided by the municipality.

If the request for approval is for a Small Contractor subcontractor for the purpose of

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meeting the Contract required Small Contractor percentage stipulated in Section IIA, a copy of the legal agreement between the contractor and the Small Contractor subcontractor must also be submitted at the same time. Any subsequent amendments or modifications of the contract between the contractor and the Small Contractor 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, phases/tasks and, if a partial item, the work involved by both parties.

In addition, the following documents are to be attached, if applicable:

- (1) A statement explaining any method or arrangement for renting equipment. If rental is from a contractor, a copy of rental agreement must be submitted.
 - (2) A statement addressing any special arrangements for manpower.
- F. In instances where a change from the originally approved named Small Contractor (see Section IB) is proposed, the contractor is required to submit, in a reasonable and expeditious manner, a revised submission, comprised of the documentation required in Section IIC, Paragraphs 1 and 2 and Section IIE together with documentation to substantiate and justify the change (i.e., documentation to provide a basis for the change) to the municipality for its review and approval prior to the implementation of the change. The contractor must demonstrate that the originally named Small contractor is unable to perform in conformity to specifications, or 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 contract with another Small Contractor is not a valid basis for change. Documentation shall include a letter of release from the originally named Small Contractor indicating the reason(s) for the release.
- G. Contractors subcontracting with a Small Contractor 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 designated Small Contractor firm has not started or completed the work or the services for which it has been contracted to perform.

III. **BROKERING**

For the purpose of this Special Provision, a Broker is one who acts as an agent for others in negotiating contracts, purchases, sales, etc., in return for a fee or commission. Brokering of work by a Small Contractor is not allowed and is a Contract violation.

IV. **PRE-AWARD WAIVERS:**

If the contractor's submission of the Small Contractor listing, as required by Section IIC, indicates that it is unable, by subcontracting to obtain commitments which at least equal

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the amount required by Section IIA, it may request, in writing, a waiver of up to 50% of the amount required by Section IIA. To obtain such a waiver, the contractor must submit a completed "Application for Waiver of Small Contractor Goals" to the municipality which must also contain the following documentation:

A. Information described in Section IVB.

B. For each Small Contractor contacted but unavailable, a statement from each Small Contractor confirming its unavailability.

Upon receipt of the submission requesting a waiver, the municipality shall submit the documentation to the Manager of Contract Compliance who shall review it for completeness. After completion of the Director of Contract Compliance's review, he/she should write a narrative of his/her findings of the application for a waiver, which is to include his/her recommendation. The Manager of Contract Compliance shall submit the written narrative to the Chairperson of the Screening Committee at least five (5) working days before the scheduled meeting. The contractor shall be invited to attend the meeting and present his/her position. The Screening Committee shall render a determination on the waiver request within five (5) working days after the meeting. The Screening Committee's determination shall be final. Waiver applications are available from ConnDOT.

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SPECIAL PROVISION
SMALL BUSINESS PARTICIPATION PILOT PROGRAM SBPPP
AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS

Revised – April, 2012

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

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26.65(b).

J. "Small Business Participation Pilot Program" ("SBPPP") means small businesses certified as a Disadvantaged Business Enterprise (DBE) firm by ConnDOT; or firms certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut Department of Administrative Services; or firms certified by the United States Small Business Administration (USSBA) 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

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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 ConnDOT;
2. Certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut Department of Administrative Services;
3. Certified by the USSBA as an 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. In the event a SBPPP firm that was listed in the award documents is unable or unwilling to perform the work assigned; the Contractor shall notify the Municipality immediately and make efforts to obtain a release of work from the firm. If the Contractor is unable to find a SBPPP replacement, then the Contractor should identify other contracting opportunities and solicit SBPPP firms in an effort to meet the contract SBPPP goal requirement.

G. 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

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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.

H. 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.

I. 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.

J. 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 will be provided as part of the Project Authorization Letter. The goal shall be based upon the total 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 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 SBPPPs 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

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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.

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.
4. Requests for approval to issue joint checks.

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 contract 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.

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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 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, ConnDOT 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.

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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 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 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. An application form entitled "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

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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's initiating unit for submission to the ConnDOT Division of Contract Compliance. The 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 of receipt of the Contractor's 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 determination on its reconsideration request, explaining the basis of finding either for or against the request. The Screening Committee's determination 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.



CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

POLICY NO. F&A-30

July 23, 2015

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."

If a project, part of a project or, a new task based assignment (project) is federal funded, then the above stated requirements shall apply.

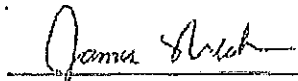
All new agreements that do not have federal funding will apply the requirements of Policy Statement No. EX.O.-33, dated June 25, 2015.

The below listed agreement and assignments **which contain the reference of GL 97-1** in their language shall be completed using the maximum limits contained in OPM's GL 97-1:

- Existing agreements that are supplemented after June 25, 2015
- Existing task based agreements
- New task based assignments (projects) that have no federal funding
- Extra work claims on existing agreements

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 April 12, 2006)


James Redeker
Commissioner



CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

POLICY NO. EX.O.-33

June 25, 2015

SUBJECT: Policy on Non-Federally Funded Contract Fees for Architects, Engineers and Consultants performing services for the Department

On May, 4 2015 the Office of Policy and Management (OPM) rescinded OPM General Letter No.

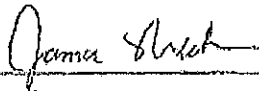
97-1. OPM is currently working, in consultation with DOT, to establish revised guidelines regarding the reasonableness and allow-ability of various cost factors related to engineering consultant services as required by Section 13b-20m of the Connecticut General Statutes.

In the interim, the Department will utilize the following Policy on Non-Federally Funded Contract Fees for Architects, Engineers and Consultants performing services for the Department:

All contracts for architects, engineers and consultants shall be negotiated and awarded on the following basis:

1. Burden, Fringe, Overhead and Profit -Actual but not to exceed 165% for work utilizing a Home Office rate and 130% for work utilizing a Field Office rate.
2. Travel - Maximum is established per the State Travel Regulations (Manager's Agreement).

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


James Redeker
Commisioner

Mandatory State and Federal Requirements

1. **Executive Orders.** This Master 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 Master Agreement as if they had been fully set forth in it. The Master Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. At the Municipality's request, the State shall provide a copy of these orders to the Municipality.

2. **Code of Ethics.** The Municipality shall comply with the policies set forth in Policy Statement Policy No. F&A-10 ("Code of Ethics Policy"), Connecticut Department of Transportation, June 1, 2007, attached hereto as **Schedule I**.

3. **Suspension or Debarment.** The Municipality agrees and acknowledges 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.

4. **Certification .**

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

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

(ii) Has not, within the prescribed statutory time period preceding this Master Agreement, been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of Records, making false statements, or receiving stolen property;

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

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

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

C. 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.

5. **Title VI Contractor Assurances.** The Municipality agrees that as a condition to receiving federal financial assistance, if any, under the Master Agreement, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (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", attached hereto at **Schedule J**, all of which are hereby made a part of this Master Agreement.

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

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

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

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit a Disclosure of Lobbying Activities form (Form SF-LLL) available at the Office of Budget and Management's ("OMB") website at

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http://www.whitehouse.gov/omb/grants_forms/, in accordance with its instructions. If applicable, Form SF-LLL shall be completed and submitted with the Master Agreement.

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

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

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

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

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

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

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

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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.

The Municipality shall require that the Records of an independent Certified Public Accountant ("CPA") be maintained for a minimum of five (5) years from the date of the Audit Reports and shall require that the CPA provide the State with access to any Records of the CPA pertaining to the Master Agreement so that the State may audit or review all such Records.

9. When the Municipality receives State or Federal funds it shall incorporate the "Connecticut Required Specific Equal Employment Opportunity Responsibilities" ("SEEOR"), dated 2010, attached at **Schedule B**, as may be revised, as a material term of any contracts/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 contracts/agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.



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

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

Schedule I

Tel. (860) 594-3045

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."

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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

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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

Schedule I

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

Schedule J

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.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: May 7, 2018
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc
RE: REFERRAL: Real Estate Acquisition and Disposition Committee

National Amusements, Inc. has notified the Town of its intent to sell the land known as 936-960 Silver Lane and 285-291 Forbes Street, also known as Showcase Cinemas. I believe the Town should express an interest in acquiring the property and, acquire the same.

Please refer this matter to the Real Estate Acquisition and Disposition Committee at the May 15, 2018 meeting.

Thank you.

C: E. Buckheit, Development Director
R. Gentile, Corporation Counsel
M. Walsh, Finance Director

NATIONAL AMUSEMENTS, INC.

SHAWN M. SULLIVAN
ssullivan@nationalamusements.com

TELEPHONE: (781) 349-4206
FACSIMILE: (781) 461-1412

May 4, 2018

Town of East Hartford
740 Main Street
East Hartford, CT 06108
Attn: Mayor Marcia Leclerc

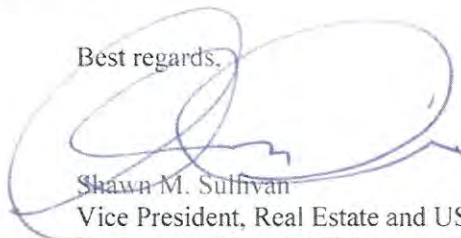
Re: 936 Silver Lane, East Hartford, CT 06118 (the "Property")

Dear Mayor Leclerc:

Thank you very much for meeting with my colleague and me earlier this week to discuss the above referenced property. After discussing our meeting in house, National Amusements, Inc. would like to present the Town of East Hartford the opportunity to purchase the Property, in its "as is" condition, for a price of Three Million Four Hundred Thousand (\$3,400,000.00) Dollars. As discussed, we understand that there are several legislative and administrative approvals that the Town needs to receive as conditions precedent to purchasing the Property, but it is the Town's intention to conclude this transaction some time in 2018.

I look forward to hearing from you on this matter.

Best regards,

A handwritten signature in blue ink, appearing to read "Shawn M. Sullivan", is written over the typed name and title.

Shawn M. Sullivan
Vice President, Real Estate and US & International
Business and Legal Affairs

MARCIA LECLERC
MAYOR

DEVELOPMENT
DEPARTMENT

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108

(860) 291-7300

FAX (860) 291-7298

www.easthartfordct.com

MEMORANDUM

TO: Mayor Marcia A. Leclerc

FROM: Eileen Buckheit *EB*

SUBJECT: Former Showcase Cinemas Property

DATE: May 2, 2018

I am respectfully requesting an item to be placed on the May 15, 2018 Town Council agenda under New Business.

The purpose of the item is for a referral to the Real Estate Acquisition & Disposition Committee for the potential purchase of 936-960 Silver Lane and 285-291 Forbes Street also known as Showcase Cinemas. The Town desires to acquire the parcel for redevelopment purposes in accordance with our efforts toward Silver Lane Corridor revitalization. I have attached a summary of the project to date.

In addition, I am including a letter of interest from the owner of the property, National Amusements, Inc.

Thank you in advance and please contact me with any questions or concerns.

National Amusements
Former Showcase Cinemas Property

Summary:

The property formerly operated as Showcase Cinemas is comprised is 25.63 acres of B-6 zoned land. The original building was constructed in 1973 and an addition was built in 1995. It has been vacant since 2006. The site contains a one-story, vacant former 14-screen cinema facility which houses 65,847 square feet of gross building area. Six tax parcels are included in the site which includes parking, access drives, and drainage. The parcels are as follows:

936 Silver Lane	10.98 acres	Main Site with Cinema
942 Silver Lane	0.31 acres	Parking lot
944 Silver Lane	1.68 acres	Parking lot
960 Silver Lane	5.41 acres	Parking lot
285 Forbes Street Rear	3.19 acres	Land
291 Forbes Street	4.52 acres	Land and access drive

The total assessment on the parcels is \$3,198,210 and the taxes are \$150,475 (building is \$51,335)

The current condition of the building is poor. The site has been vandalized and stripped, contains significant water and infestation damage, and has a failing roof and mold issues. The building has reached the end of its economic life and would have to be demolished for marketability and redevelopment of the site.

Proposal:

The Town wishes to entertain a proposal for purchase of the site. The procedures for acquisition are in the Town's ordinances, Article 3, section 10-18.

(b) The Mayor shall submit a request to acquire an interest in real property in writing to the Town Council. The Town Council may refer such request to the Real Estate Acquisition and Disposition Committee for its review and recommendation. The Town Council shall not approve any acquisition of real property unless the Town Council obtains on such property: (1) an appraisal; (2) a phase one environmental assessment; (3) a survey; (4) a title search including a list of encumbrances; and (5) a report of any property taxes owed to the town. The Town Council may waive any or all of these requirements if such waiver is in the town's best interest. If the Town Council determines that the acquisition is in the town's best interests, the Town Council may approve such acquisition, with or without conditions, and a purchase and sale agreement. Such approval shall be effective for not more than six months after the Town Council vote on such approval, provided the Town Council may extend such approval for an additional six months.

The Town has received and reviewed two appraisals which were performed for a tax assessment appeal. Additional work would be performed during a due diligence period.

Resources/Tools:

The Silver Lane Corridor has been the primary focus of the Town's redevelopment efforts for several years. The Mayor's Advisory Committee has overseen some of these activities, which include the Brownfield Area-Wide Revitalization Study and the Capital Region Council of Governments (CRCOG) Transportation Study. In addition, the Town has obtained \$12 million in State bond funding for the Corridor and \$3 million from a town referendum. Earlier this year, the Town was awarded a Working Cities Challenge grant award for the Silver Lane school district area. The Town has a grant award from the U.S. Environmental Protection Agency, (USEPA) which is a town-wide program which can be used to perform environmental site assessments. The Town can also use the City and Town Development Act which was approved by the voters via referendum.

Steps/Timeline:


The Mayor would recommend purchase of the site to the Town Council and it would be referred to the Real Estate Acquisition and Disposition Committee. Required investigations would be performed during a due diligence phase. A contract of sale with full terms and conditions would be negotiated and voted on by the full Council.

The Town Development Department will work concurrently during this period to complete a project and budget summary for the State Department of Economic and Community Development (DECD). The Town would enter into a contract with the State for the \$12 million State bond funding. A previous agreement with the Capital Region Development Authority (CRDA) authorized by the Town Council to manage construction (in this case demolition) oversight and audit functions would be enacted.

The timeframe for these activities would be 3-4 months.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: May 7, 2018
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: REFERRAL: Refund of Taxes

I recommend that the Town Council approve a total refund of taxes in the amount of \$58,600.11 as detailed in the attached listing from our Accounts Clerk III.

Please place on the Town Council agenda for the May 15, 2018 Town Council meeting.

Thank you.

C: I. Laurenza, Tax Collector
M. Walsh, Finance Director

INTEROFFICE MEMORANDUM

TO: MARCIA A LECLERC, MAYOR
MICHAEL WALSH, DIRECTOR OF FINANCE ✓

FROM: REBECCA SABO, ACCOUNTS CLERK III

RS

SUBJECT: REFUND OF TAXES

DATE: 5/2/2018

Under the provisions of Section 12-129 of the Connecticut General Statutes, the following persons are entitled to the refunds as requested. The total amount to be refunded is \$58,600.11. Please see attached listing.

Bill	Name	Address	City/State/Zip	Prop Loc/Vehicle Info.	Int Paid	L/F Paid	Over Paid
2016-03-0087615	ALLY FINANCIAL	PO BOX 9001951	LOUISVILLE, KY 40290-1951	2015/1GN5KBK4FR170492	0	0	-161.6
2016-09-0087615	ALLY FINANCIAL	PO BOX 9001951	LOUISVILLE, KY 40290-1951	2015/1GN5KBK4FR170492	0	0	-35.35
2015-04-0080399	APONTE WILLIAM	810 HORIZON WAY	MANCHESTER, CT 06042-1798	2010/4T3ZA38B1AU034854	-21.74	-5	-362.38
2016-03-0051551	APONTE WILLIAM	810 HORIZON WAY	MANCHESTER, CT 06042-1798	2010/4T3ZA38B1AU034854	-8.52	0	-283.84
2016-09-0051551	APONTE WILLIAM	810 HORIZON WAY	MANCHESTER, CT 06042-1798	2010/4T3ZA38B1AU034854	-2.79	0	-62.09
2016-09-0056976	CLARKE-REID GEORGIANN	69 WAKEFIELD CIR	EAST HARTFORD, CT 06118-1628	2011/4T1BF3EK08U662462			-59.39
2016-01-0001480	CORELOGIC	3001 HACKBERRY RD	IRVING, TX 75063-2409	37 NORTHBROOK CT	0	0	-1,957.75
2016-01-0006078	CORELOGIC	3001 HACKBERRY RD	IRVING, TX 75019	163 COLBY DR	0	0	-3,415.36
2016-01-0009222	CORELOGIC	3001 HACKBERRY RD	IRVING, TX 75063-2409	82 KNOLLWOOD RD	0	0	-2,743.49
2016-01-0010372	CORELOGIC	3001 HACKBERRY RD	IRVING, TX 75063-2409	22 LYDALL RD	0	0	-2,321.92
2016-01-0011605	CORELOGIC	3001 HACKBERRY RD	IRVING, TX 75063-2409	31 HIGH ST 7307	0	0	-1,531.24
2016-01-0012810	CORELOGIC	3001 HACKBERRY RD	IRVING, TX 75063-2409	235 EAST RIVER DR 903	0	0	-3,610.62
2016-01-0013151	CORELOGIC	3001 HACKBERRY RD	IRVING, TX 75063-2409	229 WOODMONT DR	0	0	-3,809.88
2016-01-0015111	CORELOGIC	3001 HACKBERRY RD	IRVING, TX 75063-2409	131 ROLLING MEADOW DR	0	0	-4,615.84
2016-01-0015263	CORELOGIC	3001 HACKBERRY RD	IRVING, TX 75063-2409	29 NORTHFIELD DR	0	0	-3,068.13
2016-03-0088149	GILMORE STEVEN	118 BROOKFIELD DR	EAST HARTFORD, CT 06118	2012/1N6AD0EV3CC426214	0	0	-368.53
2016-03-0067024	HONDA LEASE TRUST	600 KELLY WAY	HOLYOKE, MA 01040-9681	2014/1HGCR2F38EA269379	0	0	-58.37
2016-03-0067052	HONDA LEASE TRUST	600 KELLY WAY	HOLYOKE, MA 01040-9681	2014/2HKRM4H50EH674968	0	0	-155.51
2016-09-0067050	HONDA LEASE TRUST	600 KELLY WAY	HOLYOKE, MA 01040-9681	2014/5J6RM4H77EL043190	0	0	-45.68
2016-09-0067108	HONDA LEASE TRUST	600 KELLY WAY	HOLYOKE, MA 01040-9681	2014/2HKRM4H59EH624831	0	0	-15.82
2016-09-0067110	HONDA LEASE TRUST	600 KELLY WAY	HOLYOKE, MA 01040-9681	2014/2HKRM4H31EH686660	0	0	-7.04
2016-03-0067555	HYUNDAI LEASE TITLING TRUST	10550 TALBERT AVE	FOUNTAIN VALLEY, CA 92708-6031	2015/5NPE34AF8FH095913	0	0	-254.85
2016-03-0067645	HYUNDAI LEASE TITLING TRUST	10550 TALBERT AVE	FOUNTAIN VALLEY, CA 92708-6031	2013/5XXGM4A74DG178021	0	0	-272.64
2016-04-0084338	JENNINGS ERIC K JR	11 COLUMBUS CIR APT B2	EAST HARTFORD, CT 06108-1756	2011/4T4BF3EK08R094297			-282.89
2016-01-0000076	KAD EAST HARTFORD REALTY LLC	583 SOUTH ST	NEW BRITAIN, CT 06051	65 ALNA LN	0	0	-1,547.24
2016-01-0000077	KAD EAST HARTFORD REALTY LLC	583 SOUTH ST	NEW BRITAIN, CT 06051	68 ALNA LN	0	0	-9,896.26
2016-01-0000078	KAD EAST HARTFORD REALTY LLC	583 SOUTH ST	NEW BRITAIN, CT 06051	71 ALNA LN	0	0	-9,808.75
2016-01-0007873	KOURAKOS KYRIAKOS & ANNA	188 HURLBURT STREET	GLASTONBURY, CT 06033	386 PROSPECT ST		0	-42.5
2016-09-0070136	LAM SANH	422 GOODWIN ST	EAST HARTFORD, CT 06108-1235	2015/JTMRFREVF5FD165526	0	0	-9.43
2016-03-0070270	LANTHIER JOSHUA R	73 SPARROWBUSH RD	EAST HARTFORD, CT 06108-1229	2001/JN1CA31A81T317854			-92.58
2016-04-0084731	LANTHIER JOSHUA R	73 SPARROWBUSH RD	EAST HARTFORD, CT 06108-1229	2001/WAUDC68D5IA038819		0	-40.18
2016-09-0070270	LANTHIER JOSHUA R	73 SPARROWBUSH RD	EAST HARTFORD, CT 06108-1229	2001/JN1CA31A81T317854		0	-18.66

2016-03-0070678	LE STEVEN	67 RUSTIC LN	EAST HARTFORD, CT 06118-3556	1996/JT4UN22D3T002978S	-16.66
2016-04-0085204	MARSH ANDREW F	134 E CENTER ST APT C	MANCHESTER, CT 06040-5252	2006/1D8GP25E26B556688	-48.65
2016-09-0072518	MARSH ANDREW F	134 E CENTER ST APT C	MANCHESTER, CT 06040-5252	2003/Y33EH4S GX33006900	-23.35
2016-03-0073653	MEDOLLI BERNARD	80 FORBES ST	EAST HARTFORD, CT 06108-3727	2006/JTDBA32K260026775	-47.73
2016-03-0074617	MOODY BRITTANY E	126 SILVER LN APT 49	EAST HARTFORD, CT 06118-1016	1997/WDBHA28E4VF545259	-12.06
2016-09-0074617	MOODY BRITTANY E	126 SILVER LN APT 49	EAST HARTFORD, CT 06118-1016	1997/WDBHA28E4VF545259	-2.64
2016-03-0076060	NISSAN INFINITI LT	PO BOX 650214	DALLAS, TX 75265-0214	2014/5N1AR2MMXEC653844	-298.69
2016-03-0076134	NISSAN INFINITI LT	PO BOX 650214	DALLAS, TX 75265-0214	2014/5N1ALOMMM3EC501698	-737.6
2016-09-0076134	NISSAN INFINITI LT	PO BOX 650214	DALLAS, TX 75265-0214	2014/5N1ALOMMM3EC501698	-161.35
2016-09-0076060	NISSAN INFINITI LT	PO BOX 650214	DALLAS, TX 75265-0214	2014/5N1AR2MMXEC653844	-65.34
2016-09-0077773	PAXI ROXANA G	251 BURKE ST	EAST HARTFORD, CT 06118-3412	2006/1N4ALL1D66N425324	-23.87
2016-03-0077817	PEAY EBONY D	32 LEDYARD AVE	BLOOMFIELD, CT 06002-3355	2007/JM1BK12F371602986	-166.43
2016-03-0082914	SANTOS ORLANDO N	61 EDGEWOOD ST	EAST HARTFORD, CT 06108-2923	1999/WAUCB28D0XA220900	-50.4
2016-09-0082914	SANTOS ORLANDO N	61 EDGEWOOD ST	EAST HARTFORD, CT 06108-2923	1999/WAUCB28D0XA220900	-11.02
2016-01-0006840	STEVENSON RICHARD	30 SUSAN LANE	COVENTRY, CT 06238	5 FOLEY CIR	-2,619.51
2016-03-0085105	STRINGER CELIA M	49 EDGEWOOD ST	EAST HARTFORD, CT 06108-2923	2006/SHSRD78516U430093	-122.69
2016-03-0086527	TOYOTA LEASE TRUST	20 COMMERCE WAY STE 800	WOBURN, MA 01801-1057	2015/2T1BURHE8FC275552	-244.45
2016-03-0086662	TOYOTA LEASE TRUST	20 COMMERCE WAY STE 800	WOBURN, MA 01801-1057	2015/JTHCF1D2XF5017086	-536.86
2016-04-0088408	TOYOTA LEASE TRUST	20 COMMERCE WAY STE 800	WOBURN, MA 01801-1057	2014/5TDDKRFH0E5032738	-927.03
2016-09-0086527	TOYOTA LEASE TRUST	20 COMMERCE WAY STE 800	WOBURN, MA 01801-1057	2015/2T1BURHE8FC275552	-53.47
2016-09-0086662	TOYOTA LEASE TRUST	20 COMMERCE WAY STE 800	WOBURN, MA 01801-1057	2015/JTHCF1D2XF5017086	-117.44
2016-03-0086892	TRUONG THUAN C	111 SPARROWBUSH RD	EAST HARTFORD, CT 06108-1215	2013/JF1GV8J62DL013487	-228.48
2016-09-0086892	TRUONG THUAN C	111 SPARROWBUSH RD	EAST HARTFORD, CT 06108-1215	2013/JF1GV8J62DL013487	-49.98
2016-03-0087838	VELASQUEZ DAVID	644 GOODWIN ST	EAST HARTFORD, CT 06108	2015/1C4RJFCG3FC847974	-269.82
2016-09-0087838	VELASQUEZ DAVID	644 GOODWIN ST	EAST HARTFORD, CT 06108	2015/1C4RJFCG3FC847974	-59.02
2015-03-0087628	WAGNER TIMOTHY C	562 FORBES ST	EAST HARTFORD, CT 06118-1730	2013/JTHBK1GG9D2060783	-17.07
2016-03-0088406	WAGNER TIMOTHY C	562 FORBES ST	EAST HARTFORD, CT 06118-1730	2015/2T2BK18A9FC316439	-684.64
SUBTOTAL				-33.05	-5 (58,562.06)
TOTAL					(58,600.11)

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD
Police Department

TELEPHONE
(860) 528-4401

FAX (860) 289-1249

SCOTT M. SANSOM
CHIEF OF POLICE

East Hartford, Connecticut 06108-2638

www.easthartfordct.gov

May 7, 2018

Richard F. Kehoe, Chairman
East Hartford Town Council
740 Main Street
East Hartford, CT 06108

**Re: Outdoor Amusement Permit Application -
"Final Officer Brian Aselton Memorial Motorcycle Run"**

Dear Chairman Kehoe:

Attached please find a copy of the amusement permit application submitted by **Officer Brian A. Aselton Memorial Scholarship Fund, Inc., by John Aselton its President**. The applicants seek to conduct **Memorial Motorcycle Run** that will begin at **Gengras Harley Davidson** and end at the **East Hartford Police Department Memorial Area with EHPD Honor Guard Present on Sunday, June 3, 2018 between the hours of 10:30 AM and 2:00 PM**. Music and food will be provided during the event.

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed by the Directors of the Fire, Health, Parks & Recreation, Public Works Departments and the Offices of the Corporation Counsel and Finance.

The **Offices of Corporation Counsel and Finance** along with the **Health and Parks & Recreation Departments** approve the application as submitted and state **there are no anticipated costs to their Departments for these events**.

The **Public Works Department** approves the application as submitted and states the **anticipated cost to the Department is \$1,500.00**.

The **Fire Department** approves the application as submitted and has the following comments:

- **The tent will require inspection after set-up**

The **Police Department** conducted a review of the application and the following comments/recommendations are made:

- **The Police Department can provide police protection for the event. The site is suitable for the outdoor amusement, the expected crowds are of small to moderate size, and the area has sufficient parking available.**

- The anticipated cost to the Department for this event is \$1,476.40.

Respectfully submitted for your information.

Sincerely,

Scott M. Sansom
Chief of Police

Handwritten: HOC
DIC m. [signature]
Ⓢ sms 5/9/16

Cc: Applicant

TOWN OF EAST HARTFORD POLICE DEPARTMENT



Marcia A. Leclerc
Mayor

OUTDOOR AMUSEMENT PERMITS
31 SCHOOL STREET
EAST HARTFORD, CT 06108-2638
(860) 528-4401

OUTDOOR AMUSEMENT PERMIT APPLICATION



Scott M. Sansom
Chief of Police

THIS APPLICATION IS DUE NOT LESS THAN 30 DAYS PRIOR TO THE EVENT APPLIED FOR

1. Name of Event:
Final Officer Brian Aselton Memorial Motorcycle Run
2. Date(s) of Event:
Sunday, June 3, 2018
3. Applicant's name, home & work phone numbers, home address, and e-mail address (NOTE: If applicant is a partnership, corporation, limited liability company, club or association give the full legal name of the Applicant):
Officer Brian A. Aselton Memorial Scholarship Fund, Inc.
PO Box 1441
Glastonbury, CT 06033
4. If Applicant is a partnership, corporation, limited liability company (LLC), club, or association, list the names of all partners, members, directors and officers AND provide their business address.
John Aselton, President
Heather Aselton, Vice President
Stephen Socolosky, Secretary
PO Box 1441
Glastonbury, CT 06033
5. List the location of the proposed amusement: (Name of facility and address)
East Hartford Police Department, 31 School Street, East Hartford, CT
and local streets
6. List the dates and hours of operation for each day (if location changes on a particular day, please list):
June 3, 2018 10:30am-2:00pm
7. Provide a detailed description of the proposed amusement:
The final Officer Brian A. Aselton Memorial Motorcycle Run- The run will end at the EHPD Memorial Area with EHPD honor guard present.
(see attached for details)

8. Will music or other entertainment be provided wholly or partially outdoors?

☒ Yes ☐ No

- a. If "YES," during what days and hours will music or entertainment be provided (note: this is different from hours of operation)? **Same hours as event**

9. What is the expected age group(s) of participants?
Less than a year to one hundred years old.

10. What is the expected attendance at the proposed amusement:
(If more than one performance, indicate time / day / date and anticipated attendance for each.)
500

11. Provide a detailed description of the proposed amusement's anticipated impact on the surrounding community. Please comment on each topic below:

- a. Crowd size impact:

Minimal. Motorcycle parking will be in sectioned off area of lot near memorial

- b. Traffic control and flow plan at site & impact on surrounding / supporting streets:
Normal traffic flow without any street closures.

- c. Parking plan on site & impact on surrounding / supporting streets:
Parking at EHPD. Local businesses and on street if needed.

- d. Noise impact on neighborhood:
Minimal. Music will end by 2:00pm.

- e. Trash & litter control plan for the amusement site and surrounding community during and immediately after the proposed amusement:
Trash pick up will be coordinated by Public Works.

- f. List expected general disruption to neighborhood's normal life and activities:
Minimal. Parking on streets only if needed.

- g. Other expected influence on surrounding neighborhood:
N/A

12. Provide a detailed plan for the following:

- a. Accessibility of amusement site to emergency, police, fire & medical personnel and vehicles:
On scene, no accessibility issues.

- b. Provisions for notification of proper authorities in the case of an emergency:
On scene, no provisions.

- c. Any provision for on-site emergency medical services:
On scene, no provisions.

- d. Crowd control plan:
Will be monitored and controlled by the East Hartford Police Department.

- e. If on town property, the plan for the return of the amusement site to pre-amusement condition:

The area will be restored by EHPD volunteers and Public Works.

f. Provision of sanitary facilities:

On scene and located within the police department.

13. Will food be provided, served, or sold on site:

a. Food available: ☒ Yes ☐ No **AND**

b. Contact has been made with the East Hartford Health Department ☒ Yes ☐ No.

14. Does the proposed amusement involve the sale and / or provision of alcoholic beverages to amusement attendees,

☐ Yes ☒ No Alcoholic beverages will be served / provided.

If 'YES', describe, in detail, any and all arrangements and what procedures shall be employed:

a. For such sale or provision,
N/A

b. To ensure that alcohol is not sold or provided to minors or intoxicated persons.
N/A

☐ Check if copy of the liquor permit, as required by State law, is included with application.

15. Include any other information which the applicant deems relevant (ie: time waivers and fee waiver requests should go here):

A fee waiver is respectfully requested.

CGS Sec. 53a-157. False Statement: Class A Misdemeanor.

A person is guilty of False Statement when he intentionally makes a false written statement under oath or pursuant to a form bearing notice, authorized by law, to the effect that false statements made therein are punishable, which he does not believe to be true and which statement is intended to mislead a public servant in the performance of his official duties.

a. False Statement is a Class A Misdemeanor.

b. The penalty for a Class A Misdemeanor is imprisonment for a term not to exceed one (1) year, or a fine not to exceed \$1,000, or both a fine and imprisonment.

I declare, under the penalties of False Statement, that the information provided in this application is true and correct to the best of my knowledge:

Brian Aselton Scholarship

(Legal Name of Applicant)


(Applicant Signature)

John Aselton
(Printed Name)

7/26/18
(Date Signed)

President

(Capacity in which signing)

 (Click button to send application electronically to lfitzgerald@easthartfordct.gov)

January 30, 2018

Dear East Hartford Town Council,

Please review our request to utilize the East Hartford Police Department Memorial for the final Officer Brian Aselton Memorial Motorcycle Run. After some thought by EHPD members we would like to give Officer Aselton one last send off at the EHPD Memorial.

The permit request is attached along with a map that designates where the event particulars will take place.

The tent shown on the map is a canopy style tent with no sides and is approximately 60' x 100'. We are coordinating with East Hartford Public Works to assist with the temporary fence, trash service, and portable rest rooms.

Maneelys has been hired by the Aselton foundation to cater the event and will be applying for the food permit through the Health Department. Food will not be sold. Hotdogs, Hamburgers, and Garden Salad will be served. Bottled drinks will also be served. No alcohol will be served or allowed on premises.

EHPD Motorcycle Units and other Traffic Units will be available to assist with traffic flow. The East Hartford Police Honor Guard will be posted at our memorial as the run comes in from School Street.

The route change is noted on an attached map and will be under a separate State permit that ^{will} ~~has~~ been approved. The East Hartford Police Department Traffic Division has also approved the run route change.

Thank you for your attention to this matter. Please contact me with any questions you may have.

Respectfully submitted,



John Aselton
(c) 860-978-5998

The Final Officer Brian A. Aselton

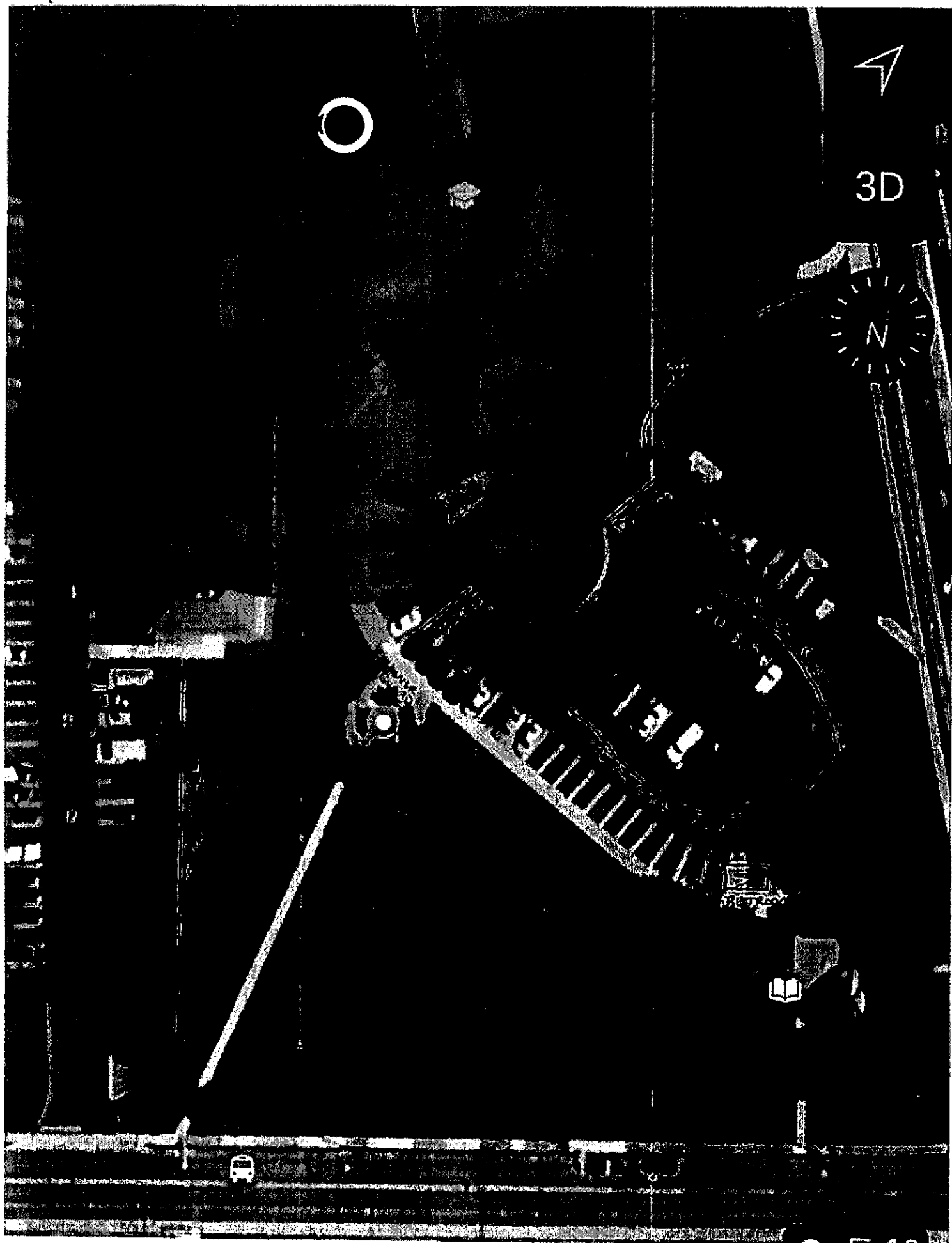
Memorial Motorcycle Run

The routing is as follows:

Upon exiting Genras Harley-Davidson,
Left onto Connecticut Blvd and proceed approx.. ½ mile,
Left onto Rte. 5 proceeding to South Windsor,
Right onto Graham Rd. Straight onto Miller Rd.,
Right onto Frog Hollow Rd.,
Left onto Pinney Rd.,
Left onto Rte. 140.,
Left onto Rte. 5 through East Windsor into South Windsor.,
Right onto Sullivan Ave.,
Left onto Main St. which turns into Old Main St.,
Left on to Rte. 5
Right onto Goodwin St.
Right onto School St. then right into Public Safety parking lot.

Catering:

Catering will be provided by Maneelys of South Windsor.
Food will be served under the tent shown on map.



Google Maps



FOR OFFICE USE

Insurance Certificate Included:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Liquor Permit Included:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Certificate of Alcohol Liability Included:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Time Waiver Request Included:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Fee Waiver Request Included:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

Received By: L. Fitzgerald

Employee Number: 9080

Date & Time Signed: 4/26/18 2:45 AM PM

Time remaining before event: 30+ days.

If roads or sidewalks will be closed to public use as a result of this event the applicant must comply with signage requirements per Section 5-4 and present a signed affidavit attesting to this at the Town Council meeting.

Police

Fitzgerald, Laurie

From: Hawkins, Mack
Sent: Tuesday, May 01, 2018 1:49 PM
To: Fitzgerald, Laurie
Subject: RE: Final Officer Brian Aselton Memorial Motorcycle Run

Laurie,

I have reviewed the Outdoor Amusement Permit Application for Officer Brian Aselton Memorial Motorcycle Run 2018 for 2018. I approve the application as submitted. The anticipated cost to the East Hartford Police Department for this event is \$1,476.40.

Thank you,

Deputy Chief Mack S. Hawkins

Chief of Field Operations

East Hartford Police Department

31 School St.

East Hartford, CT 06108

Office 860 291-7597

Serving Our Community with Pride and Integrity



From: Fitzgerald, Laurie
Sent: Thursday, April 26, 2018 3:42 PM
To: Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John
Cc: Cohen, Bruce; Cruz-Aponte, Marilyn; Ficacelli, Joseph; Gentile, Richard; Grew, Greg; Hawkins, Mack; Juergens, Timothy; McConville, Timothy; O'Connell, Michael; Perez, William; Sansom, Scott; Sassen, Christine; Vincent, Kristine; Wagner, Justin; Walsh, Mike
Subject: Final Officer Brian Aselton Memorial Motorcycle Run

Good Afternoon

Attached please find the Directors Review & Notice and Outdoor Amusement Permit Application for the "Final Officer Brian Aselton Memorial Motorcycle Run" for June 3, 2018.



Scott M. Sansom
Chief of Police

TOWN OF EAST HARTFORD
POLICE DEPARTMENT
Outdoor Amusement Permits
31 School Street
East Hartford, CT 06108
(860) 528-4401



Marcia A. Leclerc
Mayor

Administrative Review of Amusement Permit

Event Date: **June 3, 2018**

Event: **Final Officer Brian Aselton Memorial Motorcycle Run**

Applicant: **Officer Brian A. Aselton Memorial Scholarship Fund, Inc. by John Aselton its President.**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed and the following recommendation is made:

- ☒ 1. the application be approved as submitted.
- ☐ 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- ☐ 3. the application be disapproved for the reason(s) set forth in the attached comments.

- ☒ Fire Department
- ☐ Health Department
- ☐ Parks & Recreation Department
- ☐ Public Works Department
- ☐ Corporation Counsel

☒ Anticipated Cost(s) if known \$ 0

William Perez, Assistant Fire Chief

May 1, 2018

Signature

Date

Comments:

The tent will require inspection after set-up.

Health



Scott M. Sansom
Chief of Police

TOWN OF EAST HARTFORD
POLICE DEPARTMENT
Outdoor Amusement Permits
31 School Street
East Hartford, CT 06108
(860) 528-4401



Marcia A. Leclerc
Mayor

Administrative Review of Amusement Permit

Event Date: **June 3, 2018**

Event: **Final Officer Brian Aselton Memorial Motorcycle Run**

Applicant: **Officer Brian A. Aselton Memorial Scholarship Fund, Inc. by John Aselton its President.**

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- ☐ Fire Department
- ☒ Health Department
- ☐ Parks & Recreation Department
- ☐ Public Works Department
- ☐ Corporation Counsel

☐ Anticipated Cost(s) if known \$ _____ 0 _____

Michael T. O'Connell
Signature

04/30/2018
Date

Comments:

Parks.



Scott M. Sansom
Chief of Police

TOWN OF EAST HARTFORD
POLICE DEPARTMENT
Outdoor Amusement Permits
 31 School Street
 East Hartford, CT 06108
 (860) 528-4401



Marcia A. Leclerc
Mayor

Administrative Review of Amusement Permit

Event Date: June 3, 2018

Event: Final Officer Brian Aselton Memorial Motorcycle Run

Applicant: Officer Brian A. Aselton Memorial Scholarship Fund, Inc. by John Aselton its President.

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 - ☐ 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
 - ☐ 3. the application be disapproved for the reason(s) set forth in the attached comments.
-
- ☐ Fire Department
 - ☐ Health Department
 - ☒ Parks & Recreation Department
 - ☐ Public Works Department
 - ☐ Corporation Counsel
 - ☐ Anticipated Cost(s) if known \$0.00

Ted Fravel

Signature

5/4/18

Date

Comments:

DPW



Scott M. Sansom
Chief of Police

**TOWN OF EAST HARTFORD
POLICE DEPARTMENT
Outdoor Amusement Permits
31 School Street
East Hartford, CT 06108
(860) 528-4401**



Marcia A. Leclerc
Mayor

Administrative Review of Amusement Permit

Event Date: June 3, 2018

Event: Final Officer Brian Aselton Memorial Motorcycle Run

Applicant: Officer Brian A. Aselton Memorial Scholarship Fund, Inc. by John Aselton its President.

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed and the following recommendation is made:

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- ☐ 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- ☐ 3. the application be disapproved for the reason(s) set forth in the attached comments.

- ☐ Fire Department
- ☐ Health Department
- ☐ Parks & Recreation Department
- ☒ Public Works Department
- ☐ Corporation Counsel
- ☒ Anticipated Cost(s) if known \$ 1,500

Marilynn Cruz-Aponte
Signature

5-4-2018
Date

Comments:

Corp

Fitzgerald, Laurie

From: Gentile, Richard
Sent: Thursday, April 26, 2018 3:53 PM
To: Fitzgerald, Laurie
Subject: RE: Final Officer Brian Aselton Memorial Motorcycle Run

I have no comments or concerns with this application.

Richard P. Gentile
Assistant Corporation Counsel
Town of East Hartford
740 Main Street
East Hartford, CT 06108
860-291-7217
rpgentile@easthartfordct.gov

THIS MESSAGE AND ANY OF ITS ATTACHMENTS ARE INTENDED ONLY FOR THE USE OF THE DESIGNATED RECIPIENT, OR THE RECIPIENT'S DESIGNEE, AND MAY CONTAIN INFORMATION THAT IS CONFIDENTIAL AND/OR PRIVILEGED. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE DELETE ALL COPIES OF THIS MESSAGE INCLUDING ANY ATTACHMENTS AND NOTIFY THE OFFICE OF THE CORPORATION COUNSEL THAT YOU RECEIVED THIS COMMUNICATION IN ERROR BY CALLING 860.291-7215. THANK YOU.

From: Fitzgerald, Laurie
Sent: Thursday, April 26, 2018 3:42 PM
To: Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John
Cc: Cohen, Bruce; Cruz-Aponte, Marilyn; Ficacelli, Joseph; Gentile, Richard; Grew, Greg; Hawkins, Mack; Juergens, Timothy; McConville, Timothy; O'Connell, Michael; Perez, William; Sansom, Scott; Sassen, Christine; Vincent, Kristine; Wagner, Justin; Walsh, Mike
Subject: Final Officer Brian Aselton Memorial Motorcycle Run

Good Afternoon

Attached please find the Directors Review & Notice and Outdoor Amusement Permit Application for the "Final Officer Brian Aselton Memorial Motorcycle Run" for June 3, 2018.

Town Ordinance (TO) 5-3 requires that certain department heads submit their comments, regarding this amusement application. In order to get this on the Town Council agenda for May 15th, I am requesting you please send signed reviews, or an e-mail, regarding your comments no later than May 7, 2018.

Thank You.

Laurie Fitzgerald
East Hartford Police Department
Support Services Bureau
31 School Street
East Hartford, CT 06108

RISK

Fitzgerald, Laurie

From: Sasen, Christine
Sent: Friday, May 04, 2018 10:53 AM
To: Fitzgerald, Laurie
Subject: RE: Final Officer Brian Aselton Memorial Motorcycle Run

No concerns here.

Chris

From: Fitzgerald, Laurie
Sent: Thursday, April 26, 2018 3:42 PM
To: Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John
Cc: Cohen, Bruce; Cruz-Aponte, Marilyn; Ficacelli, Joseph; Gentile, Richard; Grew, Greg; Hawkins, Mack; Juergens, Timothy; McConville, Timothy; O'Connell, Michael; Perez, William; Sansom, Scott; Sasen, Christine; Vincent, Kristine; Wagner, Justin; Walsh, Mike
Subject: Final Officer Brian Aselton Memorial Motorcycle Run

Good Afternoon

Attached please find the Directors Review & Notice and Outdoor Amusement Permit Application for the "Final Officer Brian Aselton Memorial Motorcycle Run" for June 3, 2018.

Town Ordinance (TO) 5-3 requires that certain department heads submit their comments, regarding this amusement application. In order to get this on the Town Council agenda for May 15th, I am requesting you please send signed reviews, or an e-mail, regarding your comments no later than May 7, 2018.

Thank You.

Laurie Fitzgerald
East Hartford Police Department
Support Services Bureau
31 School Street
East Hartford, CT 06108

Ph: 860-291-7631
Fax: 860-610-6290

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD
Police Department

31 School Street
East Hartford, Connecticut 06108-2638

TELEPHONE
(860) 528-4401

FAX (860) 289-1249

SCOTT M. SANSOM
CHIEF OF POLICE

www.easthartfordct.gov

May 9, 2018

Richard F. Kehoe, Chairman
East Hartford Town Council
740 Main Street
East Hartford, CT 06108

Re: Outdoor Amusement Permit Application
"French Social Circle Picnic"

Dear Mr. Kehoe:

Attached please find a copy of the amusement permit application submitted by the **French Social Circle by April LaFrance-Tardif, Treasurer**. The applicant seeks to conduct picnic with music, food and alcohol. The event will take place at the **French Social Circle located on 373 Main Street on Saturday, June 2, 2018 from 12 PM to 8 PM.**

The applicant respectfully **requests a waiver of the associated time requirement** under the provisions of (TO) 5-2 (a). A letter of explanation from the French Social Circle as to the reason for the application's tardiness is attached to the application.

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed by the Directors of the Fire, Health, Parks & Recreation, Public Works Departments and the Offices of the Corporation Counsel and Finance.

The **Office of Corporation Counsel** approves the application as submitted.

The **Finance Office** approves the application as submitted subject to the following:

- **A copy of the liquor permit be provided prior to the event.**

The **Fire, Public Works, Health, and Parks & Recreation Departments** approve the application as submitted and state **there are no anticipated costs to their Departments.**

The **Police Department** conducted a review of the application and the following comments/recommendations are made:

- **The Police Department approves the application providing we receive all necessary paperwork in a timely fashion.**

- The Police Department can provide adequate police protection for the event. The site is suitable for the outdoor amusement, the expected crowds are of small to moderate size, and the area has sufficient parking available.
- This event can be conducted with a minimal impact upon the surrounding neighborhoods and a near-normal flow of traffic on the streets adjacent to the site can be maintained.
- **There are no anticipated costs to the Department for this event.**

Respectfully submitted for your information.

Sincerely,

Scott M. Sansom
Chief of Police

Cc: Applicant

D/C mst #003
(F) smj
5/9/18

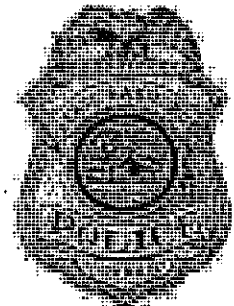
TOWN OF EAST HARTFORD POLICE DEPARTMENT



Marcia A. Leclerc
Mayor

OUTDOOR AMUSEMENT PERMITS
31 SCHOOL STREET
EAST HARTFORD, CT 06108-2638
(860) 528-4401

OUTDOOR AMUSEMENT PERMIT APPLICATION



Scott M. Sansom
Chief of Police

THIS APPLICATION IS DUE NOT LESS THAN 30 DAYS PRIOR TO THE EVENT APPLIED FOR

1. Name of Event: *French Social Circle Picnic*
2. Date(s) of Event: *June 7, 2018*
3. Applicant's name, home & work phone numbers, home address, and e-mail address (NOTE: If applicant is a partnership, corporation, limited liability company club or association give the full legal name of the Applicant):
French Social Circle of Hartford Inc.
(860) 568-5021 *email: jesimon@comcast.com*
373 MAIN STREET *APRIL TADLIG*
EAST HARTFORD, CT 06118 *(860) 798-8632*
4. If Applicant is a partnership, corporation, limited liability company, club, or association, list the names of all partners, members, directors and officers AND provide their business address.
Richard Maciel - President
Patrick Tadlig - 1st Vice President
Jen Price - Secretary
April LaFrance - Tadlig - Treasurer
5. List the location of the proposed amusement: (Name of facility and address)
French Social Circle 373 MAIN STREET
6. List the dates and hours of operation for each day (if location changes on a particular day, please list):
Saturday, June 7, 2018 12:00-8:00 pm
7. Provide a detailed description of the proposed amusement:
French Social Circle Annual Picnic

8. Will music or other entertainment be provided wholly or partially outdoors?

☒ Yes

☐ No

a. If 'YES,' during what days and hours will music or entertainment be provided (note: this is different from hours of operation)?

12:00-8:00 PM

9. What is the expected age group(s) of participants?

21 And over

10. What is the expected attendance at the proposed amusement:

(If more than one performance, indicate time / day / date and anticipated attendance for each.)

75-100 people

11. Provide a detailed description of the proposed amusement's anticipated impact on the surrounding community. Please comment on each topic below:

a. Crowd size impact:

75-100 people

b. Traffic control and flow plan at site & impact on surrounding / supporting streets:

NORMAL Traffic - No Interruptions

c. Parking plan on site & impact on surrounding / supporting streets:

Properly Parking Lot

d. Noise impact on neighborhood:

NORMAL

e. Trash & litter control plan for the amusement site and surrounding community during and immediately after the proposed amusement:

Applicant Responsible for Trash - Dumpsters on site

f. List expected general disruption to neighborhood's normal life and activities:

None - No Complaints in the past

g. Other expected influence on surrounding neighborhood:

None

12. Provide a detailed plan for the following:

a. Accessibility of amusement site to emergency, police, fire & medical personnel and vehicles:

Yes - Parking lot Entrance

b. Provisions for notification of proper authorities in the case of an emergency:

Yes - Contact Authorities by phone or panic button

c. Any provision for on-site emergency medical services:

(2 Cert Members) Yes - Volunteer (Emt Members)

d. Crowd control plan:

Volunteers - Security Measures

e. If on town property, the plan for the return of the amusement site to pre-amusement condition: N/A

f. Provision of sanitary facilities: Mens/Ladies Room Available inside of Property

13. Will food be provided, served, or sold on site:

Food available ☒ Yes ☐ No AND contact has been made with the East Hartford Health

Department ☒ Yes ☐ No.

14. Does the proposed amusement involve the sale and/or provision of alcoholic beverages to amusement attendees,

☒ Yes ☐ No Alcoholic beverages will be served / provided.

If 'YES', describe, in detail, any and all arrangements and what procedures shall be employed:

a. For such sale or provision,

Temporary Liquor Permit

b. To ensure that alcohol is not sold or provided to minors or intoxicated persons.

Check Drivers license for age verification - intoxicated persons will not be served - ID bracelets will be issued to wear - not be served

☐ Check if copy of the liquor permit, as required by State law, is included with application.

15. Include any other information which the applicant deems relevant (ie: time waivers and fee waiver requests should go here):

CGS Sec. 53a-157. False Statement: Class A Misdemeanor.

A person is guilty of False Statement when he intentionally makes a false written statement under oath or pursuant to a form bearing notice, authorized by law, to the effect that false statements made therein are punishable, which he does not believe to be true and which statement is intended to mislead a public servant in the performance of his official duties.

a. False Statement is a Class A Misdemeanor.

b. The penalty for a Class A Misdemeanor is imprisonment for a term not to exceed one (1) year, or a fine not to exceed \$1,000, or both a fine and imprisonment.

I declare, under the penalties of False Statement, that the information provided in this application is true and correct to the best of my knowledge:

French Social Circle of Hartford INC
(Legal Name of Applicant)

Guilherme Tardif (Applicant Signature) *Guilherme Tardif* (Printed Name) *3/3/18* (Date Signed)

Member
(Capacity in which signing)

(Send application electronically to cfrank@easthartfordct.gov)

FOR OFFICE USE

Insurance Certificate Included:

☒ YES

☐ NO

Liquor Permit Included:

☐ YES

☒ NO

Certificate of Alcohol Liability Included:

☐ YES

☒ NO

Time Waiver Request Included:

☒ YES

☐ NO

Fee Waiver Request Included:

☐ YES

☒ NO

May 3, 2018

Town of East Hartford Police Department
Outdoor Amusement Permits
31 School Street
East Hartford, CT. 06108-2638

Re: Time Waiver Request

To Whom It May Concern,

The French Social Circle in East Hartford each year hosts an annual picnic and a new chairman and members are assigned. The committee this year was not aware that the club needed to obtain an "Outdoor Amusement Permit" until I brought it to their attention since I was on the committee last year.

The committee asked me if I would follow up with the Town of East Hartford and get the appropriate documentation needed. Honestly, when I went online and printed off the application I had forgotten that this request needed to be done 30 days prior to the event.

I spoke with Laurie Fitzgerald this afternoon and faxed the permit application/Certificate of Insurance from our agent and had our permittee, Natalie Simoneau drop off the "Liquor Permit" application which she (Permittee) and I (Club Backer) had both signed. Section F of the application was not completed since Natalie was told by the records department at the police department that these approvals can be handled on your end and the application had to be forwarded to Officer Hawkins ASAP, before the deadline tomorrow Friday, May 4 at 11:00 am.

I apologize for this short notice and would greatly appreciate this Time Waiver Request approval since all our advertisement has been posted for this year's event.

I would like to thank you in advance for your consideration, and if any further documentation is needed, please feel free to contact our permittee Natalie at (860) 993-5661 or myself at (860) 798-8632.

Sincerely,

April LaFrance-Tardif
Treasurer of the French Social Circle, East Hartford

ACORDTM CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
05/08/2018**PRODUCER**PREMIUM INSURANCE AGENCY, LLC
219 SILVER LANE
EAST HARTFORD, CT 06118

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSUREDFRENCH SOCIAL CIRCLE OF HARTFORD INC
P O BOX 280921
EAST HARTFORD, CT 06128

INSURER A: Foremost Property and Casualty Insura

INSURER B: Security National Insurance Company

INSURER C: ACE American Insurance Company

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	PPS 08125694	08/09/17	08/09/18	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SWC1049543	08/09/17	08/09/18	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	E.L. EACH ACCIDENT				\$ 500,000	
	E.L. DISEASE - EA EMPLOYEE				\$ 500,000	
	E.L. DISEASE - POLICY LIMIT				\$ 500,000	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below					
C	OTHER LIQUOR LIABILITY	LQRCT3900026A43	03/10/18	03/10/19	Occurrence	\$1,000,000
	Aggregate				\$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ADDITIONAL INSURED: The Town of East Hartford its officials, employees, volunteers, boards and commissions are included as Additional Insured on the General Liability policy.

CERTIFICATE HOLDERTOWN OF EAST HARTFORD
740 Main Street,
East Hartford, CT 06108**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE GARY P. BERUBE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Received By: L. Harald
Employee Number: 9080
Date & Time Signed: 5/4/18 9:00 AM PM
Time remaining before event: 28 days.

If roads or sidewalks will be closed to public use as a result of this event the applicant must comply with signage requirements per Section 5-4 and present a signed affidavit attesting to this at the Town Council meeting.

Fire



Scott M. Sansom
Chief of Police

TOWN OF EAST HARTFORD
Outdoor Amusement Permits
 31 School Street
 East Hartford, CT 06108
 (860) 528-4401



Marcia A. Leclerc
Mayor

Administrative Review of Amusement Permit

Event Date: **June 2, 2018**

Event: **French Social Circle Picnic**

Applicant: **French Social Circle by April LaFrance-Tardif, Treasurer**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed and the following recommendation is made:

- ☒ 1. the application be approved as submitted
- ☐ 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- ☐ 3. the application be disapproved for the reason(s) set forth in the attached comments.

- ☒ Fire Department
- ☐ Health Department
- ☐ Parks & Recreation Department
- ☐ Public Works Department
- ☐ Corporation Counsel

☒ Anticipated cost(s) if known \$ _____ 0 _____

William Perez, Assistant Fire Chief
Signature

May 8, 2018

Date

Comments:

Fitzgerald, Laurie

From: Hawkins, Mack
Sent: Monday, May 07, 2018 7:16 AM
To: Fitzgerald, Laurie
Subject: RE: French Social Circle Annual Picnic

Laurie,

I have reviewed the Outdoor Amusement Permit Application for the French Social Circle Annual Picnic. I approve the application providing we receive all the necessary paperwork in a timely fashion. Mark the Worksheets **EXTRA ATTENTION** for the day of the event if approved.

Thank you,

Deputy Chief Mack S. Hawkins

Chief of Field Operations
East Hartford Police Department
[31 School St.](#)
[East Hartford, CT 06108](#)
Office 860 291-7597

Serving Our Community with Pride and Integrity



From: Fitzgerald, Laurie
Sent: Friday, May 04, 2018 12:17 PM
To: Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John
Cc: Cohen, Bruce; Cruz-Aponte, Marilyn; Ficacelli, Joseph; Gentile, Richard; Grew, Greg; Hawkins, Mack; Juergens, Timothy; McConville, Timothy; O'Connell, Michael; Perez, William; Sansom, Scott; Sassen, Christine; Vincent, Kristine; Wagner, Justin; Walsh, Mike
Subject: French Social Circle Annual Picnic

Attached Please find the Directors Review & Notice, Amusement Permit Application, and COI for the "French Social Circle Annual Picnic" on June 2nd.

As this application was received 28 days prior to the event it doesn't allow for the required full review time. The only Council date available prior to the event is May 15th. As a result I am requesting that your reviews be returned to me no later Tuesday, May 8th. THANK YOU

Parks



Scott M. Sansom
Chief of Police

TOWN OF EAST HARTFORD
Outdoor Amusement Permits
 31 School Street
 East Hartford, CT 06108
 (860) 528-4401



Marcia A. Leclerc
Mayor

Administrative Review of Amusement Permit

Event Date: **June 2, 2018**

Event: **French Social Circle Picnic**

Applicant: **French Social Circle by April LaFrance-Tardif, Treasurer**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed and the following recommendation is made:

- ☒ 1. the application be approved as submitted
- ☐ 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- ☐ 3. the application be disapproved for the reason(s) set forth in the attached comments.
- ☐ Fire Department
- ☐ Health Department
- ☒ Parks & Recreation Department
- ☐ Public Works Department
- ☐ Corporation Counsel
- ☐ Anticipated cost(s) if known \$0.00

Ted Fravel

Signature

5/8/18

Date

Comments:



Scott M. Sansom
Chief of Police

Outdoor Amusement Permits
31 School Street
East Hartford, CT 06108
(860) 528-4401

Health



Marcia A. Leclerc
Mayor

Administrative Review of Amusement Permit

Event Date: **June 2, 2018**

Event: **French Social Circle Picnic**

Applicant: **French Social Circle by April LaFrance-Tardif, Treasurer**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed and the following recommendation is made:

- ☒ 1. the application be approved as submitted
- ☐ 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- ☐ 3. the application be disapproved for the reason(s) set forth in the attached comments.

- ☐ Fire Department
- ☒ Health Department
- ☐ Parks & Recreation Department
- ☐ Public Works Department
- ☐ Corporation Counsel

☒ Anticipated cost(s) if known \$ 0

Michael T. O'Connell
Signature

05/04/2018
Date

Comments:

Dlw



Scott M. Sansom
Chief of Police

TOWN OF EAST HARTFORD
Outdoor Amusement Permits
 31 School Street
 East Hartford, CT 06108
 (860) 528-4401



Marcia A. Leclerc
Mayor

Administrative Review of Amusement Permit

Event Date: **June 2, 2018**

Event: **French Social Circle Picnic**

Applicant: **French Social Circle by April LaFrance-Tardif, Treasurer**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed and the following recommendation is made:

- ☒ 1. the application be approved as submitted
- ☐ 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- ☐ 3. the application be disapproved for the reason(s) set forth in the attached comments.

- ☐ Fire Department
- ☐ Health Department
- ☐ Parks & Recreation Department
- ☒ Public Works Department
- ☐ Corporation Counsel

☐ Anticipated cost(s) if known \$ _____ None _____

Marilynn Cruz-Aponte
Signature

5-4-2018
Date

Comments:

Corp.

Fitzgerald, Laurie

From: Gentile, Richard
Sent: Monday, May 07, 2018 2:28 PM
To: Fitzgerald, Laurie
Subject: RE: French Social Circle

NO further comments. Thank you

From: Fitzgerald, Laurie
Sent: Monday, May 07, 2018 2:19 PM
To: Gentile, Richard
Subject: French Social Circle

Hi Rich,

Attached is the Amended Permit Application for the French Social Circle

Laurie Fitzgerald
East Hartford Police Department
Support Services Bureau
31 School Street
East Hartford, CT 06108

Ph: 860-291-7631
Fax: 860-610-6290

Risk

Fitzgerald, Laurie

From: Sasen, Christine
Sent: Wednesday, May 09, 2018 8:36 AM
To: Fitzgerald, Laurie
Subject: RE: French Social Circle of Hartford.pdf

Laurie:

I am approving. My cell service in my office is awful. We may have disconnected.

Chris

From: Fitzgerald, Laurie
Sent: Wednesday, May 9, 2018 8:32 AM
To: Sasen, Christine
Subject: FW: French Social Circle of Hartford.pdf

From: Fitzgerald, Laurie
Sent: Tuesday, May 08, 2018 11:24 AM
To: Sasen, Christine <CSasen@easthartfordct.gov>
Subject: French Social Circle of Hartford.pdf

Hi Chris,

Amended COI from the French Social Circle of Hartford is attached.

Laurie

Rust

Fitzgerald, Laurie

From: Sasen, Christine
Sent: Monday, May 07, 2018 12:47 PM
To: Fitzgerald, Laurie
Subject: RE: French Social Circle Annual Picnic

I cannot approve without seeing copy of liquor permit in addition to the following:

Present certificate to be amended to read:

The Town of East Hartford its officials, employees, volunteers, boards and commissions are included as Additional Insured on the General Liability policy.

Certificate of Insurance showing liquor liability.

Chris

From: Fitzgerald, Laurie
Sent: Monday, May 7, 2018 7:24 AM
To: Sasen, Christine
Subject: French Social Circle Annual Picnic

Good Morning Chris,

Yes they are putting it though, with the liquor permit, as far as I know they are waiting on signatures, Justin Wagner from the Fire Marshals Office won't be back until tomorrow. Now will they have to get Certificate of Alcohol Liability now that they have the liquor permit going through? Anything on the COI that will need to be added?

Hope you had a good weekend.

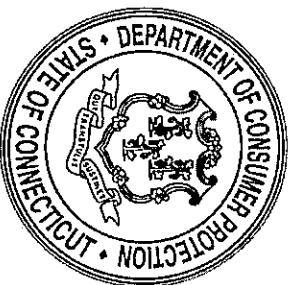
Laurie Fitzgerald
East Hartford Police Department
Support Services Bureau
31 School Street
East Hartford, CT 06108

Ph: 860-291-7631
Fax: 860-610-6290

Tardif, April

From: Department of Consumer Protection <donotreplylicense2@ct.gov>
Sent: Friday, May 11, 2018 9:45 AM
To: Tardif, April
Subject: Temporary Liquor Permit Enclosed

THIS PERMIT IS NOT IN EFFECT UNTIL FILED WITH THE TOWN CLERK SEC 30-53 (CT GEN STATUTES)



TEMPORARY LIQUOR PERMIT

This certifies that

FRENCH SOCIAL CIRCLE OF HARTFORD INC

Location of the Event:

FRENCH SOCIAL CIRCLE OF HARTFORD INC

373 MAIN ST

EAST HARTFORD, CT 06118-1831

is authorized to sell such alcoholic liquor as is provided by law under permit number

Permit Number: LTA.0003518

Permit Type: TEMPORARY LIQUOR

Event Name: FRENCH SOCIAL CIRCLE ANNUAL PICNIC

Permittee: NATALIE SIMONEAU

Effective Date: 06/02/2018 Through Expiration Date: 06/02/2018 Rain Date: None

Town Clerk Authorization:


Michelle Seagull, Commissioner

Dear FRENCH SOCIAL CIRCLE OF HARTFORD INC.:

Attached is your Liquor Permit authorizing you to sell such alcoholic liquor as is provided by law under your permit number. You must take this permit to the Town Clerk in the town of address to be filed and stamped as authorized for business. This permit is not in effect until filed with the Town Clerk.

This permit is not transferable.

If you need assistance, contact the Department of Consumer Protection, Liquor Control Division at (860) 713-6200 or email liquor.control@ct.gov.

State of Connecticut
Department of Consumer Protection
450 Columbus Blvd, Ste 901
Hartford, CT 06103
www.ct.gov/dep

Keep up to date with our efforts to keep Connecticut consumers safe by viewing our social media pages:



Robert J. Beck

2018 MAY 10 AM 10:39 (860) 291-7208

TOWN CLERK
EAST HARTFORD
FAX (860) 291-7389

DATE: May 10, 2018

TO: Town Council Members

FROM: Rich Kehoe, Chair

RE: Tuesday, May 15, 2018

6:45 p.m.

Town Council Majority Office

In accordance with Section 3.3 (a) of the Town Charter, a Special Meeting of the Town Council will be held as follows:

Tuesday, May 15, 2018

6:45 p.m.

Town Council Majority Office

The purpose of the meeting is to meet in executive session to discuss the following tax appeal cases:

1. Governor Street Partners, LLC v. Town of East Hartford, Docket No. CV-17-6038264-S, involving real property located at 298 Governor Street;
2. 106 Central, LLC v. Town of East Hartford, Docket No. CV-17-6038269-S, involving real property located at 106 Central Avenue;
3. Albro Roberts Street, LLC v. Town of East Hartford, Docket No. CV-17-6037847-S, involving real property located at 330 Roberts Street;
4. 18 Signor Street, LLC v. Town of East Hartford, Docket No. CV-17-6038262-S, involving real property located at 18 Signor Street;
5. 20 Village Street, LLC v. Town of East Hartford, Docket No. CV-17-6037703-S, involving real property located at 20 and 28 Village Street;
6. Isaac Properties, LLC v. Town of East Hartford, Docket No. CV-17-6037706-S, involving real property located at 22 and 28-34 Nelson Street;
7. 22 32 Prospect Street, LLC v. Town of East Hartford, Docket No. CV-17-6037846-S, involving real property located at 22-26-32 Prospect Street;
8. 525-527 Main Street East Hartford, LLC v. Town of East Hartford, Docket No. CV-17-6037851-S, involving real property located at 525-527 Main Street;
9. 212-218 Main Street East Hartford, LLC v. Town of East Hartford, Docket No. CV-17-6038260-S, involving real property located at 212-218 Main Street;
10. 55 Burnside Avenue East Hartford, LLC v. Town of East Hartford, Docket No. CV-17-6038261-S, involving real property located at 55 Burnside Avenue; and
11. Naeem Khalid v. Town of East Hartford, Docket No. CV-17-6038263-S, involving real property located at 194 Main Street.

cc: Mayor Leclerc
Scott Chadwick, Corporation Counsel
Brian Smith, Assessor