

**AGREEMENT  
BETWEEN  
THE STATE OF CONNECTICUT  
AND  
THE TOWN OF WILTON  
FOR THE DEVELOPMENT OF CONTRACT PLANS, SPECIFICATIONS AND ESTIMATES  
IN CONJUNCTION WITH THE REHABILITATION OF  
THE HONEY HILL ROAD BRIDGE (BRIDGE NO. 04976)  
OVER NORWALK RIVER  
UTILIZING STATE AND FEDERAL FUNDS**

State Project No. 0161-0144

Federal-Aid Project No. 6161(010)

THIS AGREEMENT, concluded at Newington, Connecticut, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the State of Connecticut, Department of Transportation, Joseph J. Giulietti, Commissioner, acting herein by Scott A. Hill, P.E., Bureau Chief, Bureau of Engineering and Construction, duly authorized, hereinafter referred to as the "CTDOT," and the Town of Wilton, Connecticut 06897, acting herein by Lynne Vanderslice, its First Selectwoman, hereunto duly authorized, hereinafter referred to as the "Municipality." CTDOT and the Municipality may be referred to each individually as a "Party" and collectively together as the "Parties."

WHEREAS, the Municipality has requested that improvements be made to the Honey Hill Road Bridge over Norwalk River, a facility owned and maintained by the Municipality, which improvements are identified as State Project No. 0161-0144 and Federal-aid Project No. 6161(010) hereinafter referred to as the "Project"; and

WHEREAS, said improvements include, but are not limited to, the rehabilitation of the Honey Hill Road Bridge over Norwalk River and roadway construction related to the bridge approaches; and

WHEREAS, the Municipality has requested the CTDOT's assistance in performing the design activities associated with said improvements; and

WHEREAS, CTDOT shall administer the design phase of the Project and the Municipality shall advertise the Project and administer the construction phase; and

WHEREAS, the "Federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users" (SAFETEA-LU) and/or the "Moving Ahead for Progress in the 21<sup>st</sup> Century Act" (MAP-21) provide funding for, among other things, highways and bridges; and

WHEREAS, federal funds are available to provide a share of the funding to repair and/or replace municipal bridges; and

WHEREAS, State bond funds are available to provide a share of the funding to repair and/or replace municipal bridges; and

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

WHEREAS, the Commissioner has the authority to enter into this Agreement pursuant to §§ 13a-86a(c), 13a-165, 13b-21, and 13b-23 of the Connecticut General Statutes.

NOW, THEREFORE, FOR GOOD AND OTHER VALUABLE CONSIDERATION:  
THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1. DEFINITIONS:

The following Definitions shall apply to this Agreement:

1.1 "Acts" is defined in Section 11 of this Agreement.

1.2 "CEPA" means the Connecticut Environmental Policy Act, §§ 22a-1a through 22a-1h of the Connecticut General Statutes.

1.3 "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.

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

1.5 "NEPA" means the National Environmental Policy Act, 42 U.S.C. § 4321 *et seq.*

1.6 "Official Notice" is defined in Section 4.8.

1.7 "Project" is defined in the Recitals.

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

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

ARTICLE 2. THE MUNICIPALITY:

2.1 Shall designate an individual to act as liaison with the State and the State's consulting engineer to provide for the proper interchange of information concerning the Project. The signatory on behalf of the Municipality to this Agreement or his or her successor thereto will be considered the liaison unless another individual is so designated by the Municipality by providing Official Notice of the same to the State as set forth in section 32 of this Agreement. The

liaison shall be responsible for Project coordination with Municipal agencies and for monitoring the progress of the Project's design phase.

2.2 Shall conduct a public involvement program in compliance with State CEPA and Federal NEPA requirements, which shall include but not be limited to early notices and press releases, as requested by the State, and assist the State in conducting a public information meeting(s).

2.3 Shall assist the State and/or the State's consulting engineer, in obtaining permission to enter upon private property from all owners or occupants of property which may have to be accessed to perform surveying and/or geological investigations that may be necessary for the Project, or other Project-related activities.

2.4 Shall cooperate with the State and/or the State's consulting engineer in obtaining all necessary environmental permits that may be required for the Project and, when deemed necessary by the State, shall be the permit applicant.

2.5 Shall issue an appropriate order pursuant to section 13a-79f of the Connecticut General Statutes, when requested by the State or the State's consulting engineer, to any utility to readjust or relocate or remove its utility facility located within the Municipal right-of-way and timely take all necessary legal action provided under Section 7-148 of the Connecticut General Statutes, as revised, to enforce compliance with the issuance of such order.

Any delays resulting in charges or claims by the Municipality's contractor which are the result of the failure of any utility to readjust, relocate, or remove its facilities within the area impacted by the Project because of the failure of the Municipality to carry out its responsibility, as set forth in the first paragraph of this Section 2.5, shall be at the sole cost and expense of the Municipality.

2.6 Shall provide services which may include, but not be limited to, technical assistance, engineering reviews, cost estimate reviews, environmental reviews, contract development, and liaison with other government agencies, any and all of which may be necessary for proper development of the Project.

2.7 Shall be responsible for the administration of the construction phase of the Project. The responsibilities shall include, but not be limited to, advertising the Project for construction upon the receipt of a written "Authorization to Advertise" letter from the State's Principal Engineer, Bureau of Engineering and Construction, Division of Bridges, Bridge Consultant Design, issuing addenda (in consultation with and the assistance of the State), reviewing bids, awarding the contract and inspecting the work.

2.8 Agrees that CTDOT, on written notice, may suspend, postpone, abandon, or terminate this Agreement, and such action shall in no event be deemed a breach of this Agreement. Such suspension, postponement, abandonment, or termination may be for the convenience of the State.

2.9 Shall reimburse CTDOT for all costs incurred by CTDOT associated with the Project in the event that: (a) the Project is terminated by the Municipality without the prior approval of CTDOT; (b) property acquisitions are necessary and the Municipality fails to timely enter into a rights-of-way agreement with CTDOT; (c) the Municipality fails to advertise the Project for construction within ninety (90) days of the date stipulated in CTDOT's "Authorization to Advertise" letter to the Municipality; (d) the construction phase does not commence within one (1) year of the Project's advertising date; or (e) the construction phase of the Project is not completed and accepted by CTDOT, as set forth in the "Municipal Manual" Connecticut Department of

Transportation that is in effect when the contract with the Municipality and its contractor is executed. A shift in Municipal priorities or lack of Municipal funding are considered to be within the control of the Municipality and will not be considered a justifiable reason to request the termination of the Project. Additionally, an increase in the Project's estimated preliminary engineering and/or construction costs of up to but not exceeding, fifty percent (50%), will not be considered a justifiable reason for the Municipality to request the Project's termination. This Section shall survive the expiration or termination of this Agreement.

2.10 Shall comply with the State of Connecticut Required Provisions attached as Exhibit A to this Agreement.

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

(b) 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) 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. CTDOT shall give the Municipality reasonable notice of any such damages or Claims.

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

(e) The Municipality shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Municipality shall name the State as an additional insured on the policy and shall provide a copy of the policy to CTDOT prior to the effective date of the Agreement. The Municipality shall not begin performance until the delivery of the policy to CTDOT. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.

(f) This Section 2.11 shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

2.12 Agrees that nothing in this Agreement shall preclude the Municipality from asserting its governmental immunity rights in the defense of third party Claims. The Municipality's

governmental immunity defense against third party Claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the State, at law or in equity, under this Agreement, including, but not limited to, those relating to damages.

2.13 Shall fully cooperate with the State and its representatives should the State pursue any action against its design consultant.

2.14 Shall, in its contract with its contractor, require its contractor, at no cost to CTDOT, to cooperate fully with the State should the State pursue any action against its design consultant. This Section shall survive the expiration or termination of this Agreement.

2.15 Shall review any work performed under the terms of this Agreement and all Project records pertaining thereto within the time limit stipulated by CTDOT in its transmittal memorandum.

2.16 Shall submit to CTDOT review comments concerning the Plans, Specifications and Estimates (PS&E), as described in the current "Consultant Administration and Project Development Manual," if any, within the time limit stipulated by CTDOT in its transmittal memo.

2.17 Agrees that suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

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

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

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

(iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

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

(b) With respect to performance under this Agreement, the Municipality shall include the following certification in each contract to which it is a party, and further, shall require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

(i) The prospective contractors, 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 contractors, subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

2.18 Shall comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d-2000d-4), all requirements imposed by the regulations of the United States Department of Transportation issued in implementation thereof (49 CFR Part 21 and 28 CFR § 50.3), and the Title VI Contractor Assurances attached as Exhibit B to this Agreement.

2.19 Represents that it is familiar with and is in compliance with the Americans Disabilities Act of 1990 ("Act"), Public Law 101-336, as required with respect to its performance under this Agreement during its term. Failure of the Municipality to satisfy this standard as the same applies to performance under this Agreement, either upon the effective date or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of CTDOT upon notice to the Municipality. The Municipality warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Municipality to be in compliance with this Act, as the same applies to performance under this Agreement.

### ARTICLE 3. CTDOT SHALL:

3.1 Be responsible for performing and completing the design activities associated with the Project, within the designated time frame established for the Project, unless modified by written notice from CTDOT to the Municipality. The Project shall be designed in accordance with Federal Highway Administration standards and the current version of the following engineering manuals, published by the Connecticut Department of Transportation, as may be applicable to the Project:

- (a) Bridge Design Manual (2003 edition).
- (b) Bridge Inspection Manual, Version 2.1 (2001).
- (c) Consultant Administration and Project Development Manual (September 2008).
- (d) Drainage Manual (2000).
- (e) Geotechnical Engineering Manual (2005).
- (f) Highway Design Manual (2003 edition).
- (g) Utility Accommodation Manual (2009).
- (h) Traffic Control Signal Design Manual (2009).
- (i) Public Service Facility Policy and Procedures for Highways in Connecticut (November 2008).

3.2 Use its own forces, or the services of a consulting engineer that has been retained by CTDOT, to provide preliminary engineering and design services which may include, but are not limited to: (a) performing survey work, geotechnical investigations, and hydraulic analyses; (b) preparing reports, studies, and environmental permit applications; (c) determining rights-of-way impacts; (d) developing acquisition maps, contract plans, specifications, and estimates; (e) reviewing shop plans and construction drawings; (f) performing design and consultation services during construction; (g) assisting the Municipality in bidding the Project for construction, (h) and acting as liaison with other governmental agencies, as necessary, to complete the Project's design activities.

3.3 Submit to the Municipality for review and comment, any studies, reports, permits, plans, specifications, estimates, proposed property acquisitions and other pertinent information developed for the Project by CTDOT and/or CTDOT's consulting engineer. However, CTDOT, at its sole discretion, shall make the final decision as to whether changes suggested by the Municipality will be incorporated.

3.4 Permit the Municipality to review, at any time, all work performed under the terms of this Agreement and all Project records pertaining thereto.

3.5 Conduct a public information meeting(s) in compliance with State and Federal Highway Administration requirements, with the assistance of CTDOT's consulting engineer, if applicable, and the Municipality.

3.6 Use federal apportionments made available to CTDOT under SAFETEA-LU and/or MAP-21 and State funds for participating Project engineering costs including services provided by CTDOT or its consulting engineer as described in Sections 3.1, 3.2, and 3.5.

3.7 During the design of the Project, forward to the Municipality for review and comment the "Plans, Specifications and Estimates (PS&E)", as described in the current "Consultant Administration and Project Development Manual". The Municipality's review comments, if any, shall be made within the time limit stipulated by CTDOT in its transmittal memo.

3.8 Upon completion of the Project's design, furnish copies of the final PS&E to the Municipality together with a written "Authorization to Advertise" the Project for construction.

#### ARTICLE 4. CTDOT AND THE MUNICIPALITY MUTUALLY AGREE:

4.1 That in the event that property rights outside of the Municipality's right-of-way are necessary to complete the Project, the Municipality shall enter into an agreement(s) for the acquisition of rights-of-way, which stipulates that CTDOT shall undertake all rights-of-way activities that include, but are not limited to, title search, survey, preparation of acquisition maps, appraisal and negotiation for the acquisition of permanent and temporary rights and land acquisition.

4.2 That the Municipality shall enter into an agreement(s) for construction; utility adjustment, relocation or removal; inspection, and maintenance, as deemed necessary by CTDOT, for the completion of the Project. CTDOT shall enter into a preliminary engineering agreement(s), as may be necessary, for the adjustment, relocation or removal of utility facilities that are municipally or quasi-municipally owned. Private utilities, that are located within a municipal right-of-way, are not eligible for the reimbursement of any costs associated with the adjustment, relocation or removal of their facilities, as ordered by the Municipality.

4.3 To collaborate on the scope of, and design schedule for rehabilitating and/or replacing the existing structure, including the reconstruction of the roadway approaches.

4.4 That upon completion of the preliminary engineering report and/or structure type study, to discuss and select the rehabilitation/replacement option that shall be presented at the public information meeting.

4.5 To attend meetings at locations designated by CTDOT for consultation and review of field data and/or design parameters, including structure type and rights-of-way impacts, and to discuss advertising, bidding and contract award requirements for the Project, upon request of any stake-holder having direct concern with the Project. This Section shall survive the expiration or termination of this Agreement.

4.6 That all properties, permanent easements and permanent rights acquired by CTDOT for the construction of the Project will be released for highway purposes to the Municipality upon completion of construction phase of the Project and the Municipality agrees to accept the same AS IS. This Section shall survive the expiration or termination of this Agreement.

4.7 That this Agreement shall terminate when one of the following conditions is met:

- (a) Upon satisfactory completion of the conditions stated herein.
- (b) Upon mutual consent of the Municipality, CTDOT and the Federal Highway Administration.

Upon written notice from CTDOT to the Municipality that the Agreement is terminated, including, but not limited to, cancellation.

4.8 That any "Official Notice" from one Party to the other, to be binding thereon, shall:

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

(i) When CTDOT is to receive such Notice -

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

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

Lynne Vanderslice, First Selectwoman  
Town of Wilton  
Town Hall  
238 Danbury Road  
Wilton, Connecticut 06897;

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

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

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

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

4.9 That the estimated costs for this Project, exclusive of rights-of-way acquisition costs, are as follows:

(a) The estimated preliminary engineering cost is Four Hundred Fifty Thousand Dollars (\$450,000).

The Municipality shall receive notification from CTDOT's Division Chief of Bridges, Bureau of Engineering and Construction within thirty (30) calendar days of CTDOT's approval of the negotiated fee for the preliminary engineering services, or the negotiated fee for additional services due to encountering unforeseen conditions.

(b) The estimated construction cost is Three Million Dollars (\$3,000,000).

The Municipality shall receive notification from CTDOT's Principal Engineer, Bureau of Engineering and Construction, Division of Bridges, Bridge Consultant Design, within thirty (30) calendar days of the thirty percent (30%), sixty percent (60%), ninety percent (90%) and one hundred (100%) completion of the progress plans.

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

4.11 That the Recitals are incorporated into this Agreement.

Agreement No.

The Parties hereto have executed this Agreement by their duly authorized representatives on the day and year indicated.

STATE OF CONNECTICUT  
Department of Transportation  
Joseph J. Giulietti, Commissioner

By: \_\_\_\_\_ (Seal)

Scott A. Hill, P.E.  
Bureau Chief  
Bureau of Engineering and  
Construction

Date: \_\_\_\_\_

TOWN OF WILTON

By: \_\_\_\_\_ (Seal)

Lynne Vanderslice  
First Selectwoman

Date: \_\_\_\_\_

EXHIBIT A  
STATE OF CONNECTICUT REQUIRED PROVISIONS

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

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

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

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

5. Executive Orders and Other Enactments

(a) All references in this Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation, or code (collectively, "Enactments") shall mean Enactments that apply to the Agreement at any time during its

term, or that may be made applicable to the Agreement during its term. This Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Municipality's request, the CTDOT shall provide a copy of these Enactments to the Municipality. Unless otherwise provided by Enactments, the Municipality is not relieved of its obligation to perform under this Agreement if it chooses to contest the applicability of the Enactments or the CTDOT's authority to require compliance with the Enactments.

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

(c) This Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04; and (3) Executive Order Nos. 13F and 13G of Governor Ned Lamont, promulgated September 3, 2021 and September 10, 2021, respectively, concerning protection of public health and safety during COVID-19 pandemic, as extended by Executive Order No. 14A of Governor Ned Lamont, promulgated September 30, 2021. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Agreement as if fully set forth in it.

# **Exhibit B**

## **TITLE VI CONTRACTOR ASSURANCES**

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

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

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

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

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

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

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

## TITLE VI CONTRACTOR ASSURANCES - page 2

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

## TITLE VI CONTRACTOR ASSURANCES - page 3

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 ), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, ( 49 USC § 4 71, Section 4 7123 ), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq)