AGREEMENT No. __________________

CORE ID No. __________________

GRANT AGREEMENT
BETWEEN THE STATE OF CONNECTICUT AND THE
TOWN OF GREENWICH
UNDER THE LOCAL BRIDGE PROGRAM

For ______________________________, Bridge No. ____________________
State Project No. ____________________

THIS AGREEMENT, concluded at Newington, Connecticut, this __________ day of _______________________, ________, by and between the State of Connecticut, Department of Transportation, __________________________, Commissioner, acting herein by __________________________, Bureau Chief, Bureau of Engineering and Construction, duly authorized, hereinafter referred to as the “State”, or “Department”, and the Town of Greenwich, a municipal corporation chartered under the laws of the State of Connecticut, having its principal place of business at 101 Field Point Road, P.O. Box 2540, Greenwich, CT 06836-2540, acting herein by __________________________, First Selectman, hereunto duly authorized, hereinafter referred to as the “Municipality”.

WITNESSETH, THAT

WHEREAS, Section 13a-175s of the Connecticut General Statutes, as amended by Public Act 13-239, provides for the making of grants by the State to municipalities to finance in part the removal, replacement, reconstruction, rehabilitation or improvement of local bridges;

WHEREAS, the Municipality has applied for such a grant from the State to finance in part the removal, replacement, reconstruction, rehabilitation or improvement of the Bridge (defined below); and

WHEREAS, the State has issued a commitment to fund such grant dated __________.

NOW THEREFORE, KNOW YE THAT:

THE STATE AND THE MUNICIPALITY MUTUALLY AGREE:

Section 1. Definitions

Section 1.1. For the purposes of this Agreement, the following words and terms shall have the respective meanings set forth as follows:

"Audit" means the audit of Project Costs provided by the Municipality in accordance with Section 5.6 of this Agreement and reviewed by the State in accordance with Section 6 of this Agreement.

"Bridge" means the bridge or culvert owned in whole or in part by the Municipality and/or which the Municipality must maintain under a legal or contractual obligation located at ______________________________ Bridge No. ____________________.
“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.

"Commissioner” means the Commissioner of the Connecticut Department of Transportation, or his designee.

"Event of Default” means an event of default specified in Section 7.1 of this Agreement.

"Grant" means the grant of Local Bridge Program funds to be made by the State to the Municipality pursuant to Section 2.1 of this Agreement to finance in part the Project.

“Municipality Parties” means the Municipality’s officials, officers, managers, representatives, agents, 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.

"Project” means the removal, replacement, reconstruction, rehabilitation or improvement of the Bridge by the Municipality.

"Project Costs” means the costs of the Project determined by the Commissioner to be necessary and reasonable.

“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.

"Supplemental Grant” means the additional grant of Local Bridge Program funds to be made by the State to the Municipality pursuant to Section 2.2 of this Agreement to finance in part the Project.

Section 2. The Grant

Section 2.1. The Grant Commitment. Subject to the terms and conditions of this Agreement, the State agrees to grant to the Municipality ____________________________ Dollars ($_________), (the "Grant") through the Office of the State Comptroller’s Vendor Direct Deposit Automated Clearing House (ACH) Program, or by check if the Municipality has not provided account information to receive payment by Electronic Funds Transfer (EFT). The State's obligation to make the Grant shall terminate one hundred eighty (180) days from the date of this Agreement unless the conditions precedent to funding the Grant set forth in Section 4 of this Agreement are satisfied by that date.

Section 2.2. The Supplemental Grant Commitment. Subject to the terms and conditions of this Agreement and provided the Grant is made and Project Costs exceed ____________________________ Dollars ($____________), the State may, at the discretion of the Commissioner, and provided that sufficient funds are available, grant to the
Municipality a Supplemental Grant in a sum not to exceed an amount equal to \_
\_\_\_% of the Project Costs minus the Grant. Such Supplemental Grant shall be made in accordance with Section 6.1 of this Agreement.

Section 2.3. **Required Repayment of the Grant.** The Municipality shall, as soon as practicable, but not later than ninety (90) days after the State notifies the Municipality of the results of the Audit, repay any amount of the Grant in excess of that which the Municipality is eligible for under the Local Bridge Program. In addition, the Municipality agrees to repay the amount of the Grant and any Supplemental Grant in the event that the Project is canceled by the Municipality after the Grant is made.

**Section 3. Warranties and Representations**

The Municipality hereby represents and warrants to the State (which representations and warranties will survive the making of the Grant and the Supplemental Grant, if any) that:

Section 3.1. **Existence and Power.** The Municipality is, and, except as provided in Section 5.4 hereof, will continue to be, a body politic and corporate, validly existing under the laws of the State of Connecticut, and has the power to execute and deliver this Agreement.

Section 3.2. **Authority.** The execution and delivery by the Municipality of this Agreement have been duly authorized by the Municipality in conformity with all applicable laws, including its charter, if any, and no proceedings or authority for the execution and delivery of this Agreement have or has been repealed, rescinded or revoked.

Section 3.3. **Validity.** This Agreement, upon the execution and delivery thereof, will be a legal, valid, and binding obligation of the Municipality enforceable against it in accordance with its respective terms.

Section 3.4. **Litigation.** No litigation of any nature is now pending or, to the best of the Municipality's knowledge, threatened which would restrain or enjoin the execution or delivery of this Agreement, or in any manner questioning the authority or proceedings for the execution or delivery of this Agreement.

Section 3.5. **Events of Default.** No Event of Default specified in Section 7.1 hereof, and no event which with the lapse of time or the giving of notice or both would become an Event of Default, has occurred and is continuing.

**Section 4. Conditions Precedent**

The obligation of the State to make the Grant and any Supplemental Grant is subject to the following conditions precedent:

Section 4.1. **Conditions Precedent Established By Regulation.** Prior to making the Grant, the Municipality shall deliver to the State, if applicable:
(a) Certified copies of all bids of contractors with respect to the Project;

(b) Evidence that the Municipality and the contractor have entered into a legally binding construction contract;

(c) Evidence that the Municipality has available to it, or has made arrangements satisfactory to the Commissioner to obtain, funds to pay that portion of the Project Costs for which it is legally obligated and which are not met by the Grant; and

(d) If the Bridge is owned or maintained by more than one municipality, evidence satisfactory to the Commissioner that all municipalities are legally bound to complete their respective portions of the Project.

Section 4.2. Conditions Precedent Established By Statute. Prior to the making of the Grant, and notwithstanding the conditions set forth in Section 4.1 of this Agreement, the State shall have received from the Municipality certification of its compliance with Section 13a-175s(e) of the Connecticut General Statutes, as it may be amended.

Section 4.3. Opinion of Municipal Counsel. Prior to the making of the Grant, the Municipality shall deliver to the State a written opinion from its municipal counsel satisfactory to the State substantially in the form of Exhibit I attached hereto, to the effect that (a) the making and performance of the Municipality of this Agreement have been duly authorized by all necessary municipal action, and (b) this Agreement, upon execution and delivery, will constitute a legal, valid and binding obligation of the Municipality enforceable against it in accordance with its respective terms.

Section 4.4. Signature and No Litigation Certificate. Prior to the making of the Grant, the State shall have received from the Municipality a Signature and No Litigation Certificate substantially in the form of Exhibit II attached hereto.

Section 4.5. Proof of Municipal Action. Prior to the making of the Grant, the Municipality shall deliver to the State evidence of all municipal action taken by the Municipality to authorize the execution and delivery of the Agreement, certified by an authorized official of the Municipality, and such other papers and documents as the State may reasonably request.

Section 4.6. Representations and Warranties. The representations and warranties of the Municipality contained in Section 3 hereof were on the date of this Agreement and remain on the date of the Grant and any Supplemental Grant true and correct.

Section 4.7. Insurance. The Municipality has provided the State with evidence that the Municipality or its contractor has obtained builder's risk insurance, or the Municipality maintains unrestricted reserves, complying with the requirements of Section 5.3 of this Agreement.

Section 4.8. Compliance with Federal and State Requirements. The Municipality shall at all times comply with all applicable Federal and State requirements pertaining to the Project.

Section 4.9. Electronic Funds Transfer. The Municipality shall complete the documentation required by the Office of the State Comptroller in order to participate in the Vendor
Direct Deposit ACH Program, including designating a bank account into which the Grant can be deposited electronically.

**THE MUNICIPALITY AGREES:**

Section 5. Agreements of the Municipality

Section 5.1. Construction. (a) The Municipality will commence construction of the Project within ninety (90) days after the date of this Agreement, unless otherwise extended by the Commissioner; and (b) The Municipality will complete the Project in accordance with the final plans and specifications delivered to the State, no later than the date of completion set forth in the supplemental application delivered to the State, unless otherwise extended by the Commissioner.

Section 5.2. Maintenance of Bridge. The Municipality will operate and maintain the Bridge properly after completion of the Project and will comply with all statutes, rules and regulations applicable to the operation of the Bridge. The covenant contained in this Section 5.2 shall survive the making of the Grant and any Supplemental Grant and will terminate ten (10) years from the date the Project is certified as being complete by the Municipality in accordance with Section 5.6 of this Agreement.

Section 5.3. Insurance. With respect to the operations the Municipality performs or engages a prime contractor to perform under the terms of this Agreement, and also those performed by the Municipality by subcontractors of the prime contractor, the Municipality will be required to carry, and shall ensure that its prime contractor and any subcontractor(s) performing work in conjunction with the Project shall carry, for the duration of this Agreement and any supplements thereto, with the State being named as an additional insured party for paragraphs (a) and (b) below, the following minimum insurance coverages at no direct cost to the State. In the event the Municipality secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (a) and/or (b) below, the State shall be named as an additional insured. Said coverages to be provided by an insurance company or companies satisfactory to the State; except that, with respect to work performed directly and exclusively by the Municipality, the Municipality may request the State to accept coverage provided under a municipal self-insurance program. If requested by the State, the Municipality shall provide evidence of its status as a self-insured entity and describe its financial condition, the self-insurance funding mechanism and the specific process of how to file a claim against the self-insurance program. If such self-insurance coverage is acceptable to the State, in its sole discretion, then the Municipality shall assume any and all claims as a self-insured entity, and the respective insurance requirements stated herein will not be applicable.

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

b) The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars ($1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars ($2,000,000).

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

d) Until the Project is completed in accordance with Section 5.6 of this Agreement, builder's risk insurance in an amount not less than the amount of the Grant, or the Municipality shall maintain unrestricted reserves in an amount not less than the amount of the Grant.

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

Section 5.4. Maintenance of Existence. The Municipality shall maintain its existence as a body politic and corporate, validly existing under the laws of the State; provided, however, that the Municipality may merge with or into another municipality so long as the surviving entity is a body politic and corporate validly existing under the laws of the State and such surviving municipality assumes all of the Municipality's obligations under this Agreement. The covenant contained in this Section 5.4 shall survive the making of the Grant and any Supplemental Grant and will terminate ten (10) years from the date the Project is certified as being complete in accordance with Section 5.6 of this Agreement.

Section 5.5. Use of Proceeds. The Municipality will use the proceeds of the Grant and the Supplemental Grant, if any, solely for the purpose of funding the Project.

Section 5.6. Completion of Project; Audit and Maintenance of Records. Upon completion of the Project, the Municipality shall certify to the State that the Project has been completed in accordance with the final plans and specifications for the Bridge delivered to the State. The municipality receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The municipality receiving state funds must comply with Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder. The municipality also agrees that following completion of each full fiscal year during the term of this Agreement, it shall cause to be prepared and delivered to the State, an audit performed in accordance with the following requirements:
a) 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.

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

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

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable. Such Audit Reports shall include management letters and audit recommendations.

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

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

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

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

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

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

Section 5.7. Administrative and Statutory Requirements. The Municipality shall comply with all the administrative and statutory requirements set forth in Exhibit III attached hereto and made a part hereof and agrees to be bound by the provisions therein contained.

Section 5.8. Indemnification.

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

(b) The Municipality shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any 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 Agreement, and during the time that any provisions survive the term of the Agreement, sufficient
general liability insurance to satisfy its obligations under this Agreement. The Municipality shall name the State as an additional insured on the policy. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State, or State of Connecticut, is contributorily negligent.

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

THE STATE AGREES:

Section 6. Agreements of the State

Section 6.1. Audit and Supplemental Grant. Upon receipt of the audit provided for in Section 5.6, the State will review the audit and notify the Municipality of the amount by which the Grant exceeds or is less than [_________]% of the Project Costs. In case the Grant is less than [____________]% of the Project Costs and the Commissioner in accordance with Section 2.2 has agreed to make a Supplemental Grant, then the State shall as soon as practicable after making such determination, make the Supplemental Grant, subject to the conditions precedent set forth in Section 4 of this Agreement.

THE STATE AND MUNICIPALITY FURTHER MUTUALLY AGREE:

Section 7. Defaults

Section 7.1. Events of Default. An Event of Default shall be deemed to exist under this Agreement upon the occurrence of any of the following events or conditions:

(a) Failure by the Municipality to observe or perform any covenant contained in Sections 5.2, 5.3, 5.4, 5.5, 5.7, and 5.8 of this Agreement; or

(b) Failure by the Municipality to observe or perform any covenant contained in Section 5.1 or 5.6 of this Agreement and the continuance thereof for a period of thirty (30) days unless the Municipality notifies the State in writing within such thirty (30) day period that for some reason beyond its control it is unable to commence or complete the Project, certify the Project as being complete or complete the Audit within the times provided in Sections 5.1 and 5.6, as the case may be, in which case no Event of Default shall occur if the Municipality is proceeding in good faith and with due diligence to commence or complete construction of the Project, provide certification of completion of the Project, or complete the Audit, as the case may be, but shall occur at the time the Municipality fails to so proceed; or

(c) Any representation or warranty made by the Municipality herein, or any statement, certificate or other data furnished by the Municipality or any of its agents in connection with the Project proves to be incorrect in any material respect as of the making or furnishing thereof; or
(d) The Municipality shall: (1) apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of any of its assets; (2) be unable, or admit in writing its inability to pay debts as they mature; (3) file or permit the filing of any petition, arrangement, reorganization, or the like under any insolvency or bankruptcy law, or the adjudication as a bankrupt, or the making of an assignment for the benefit of creditors, or the consenting to any form of arrangement for the satisfaction, settlement or delay of debt, or the appointment of a receiver for all or any part of its properties; or (4) take any action for the purposes of effecting any of the foregoing; or

(e) The Municipality shall commence any proceeding to dissolve or be dissolved or cease to legally exist.

Section 7.2. Remedies. (a) If the Municipality fails to comply with its agreements contained in Sections 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, and 5.8, the State may declare that the Grant and Supplemental Grant are to be refunded by the Municipality to the State in which case the amount of the Grant and the Supplemental Grant shall be due and payable automatically without notice or demand of any kind, whereupon the same shall become forthwith due and payable.

(b) In addition to the remedy provided in subsection (a) of this Section 7.2, the State shall be entitled to injunctive relief upon the occurrence and continuance of a breach by the Municipality of any agreement contained in Section 5.2 of this Agreement, the parties recognizing that such breach shall result in irreparable injury to the State which does not have an adequate remedy at law.

Section 8. Miscellaneous

Section 8.1. Waivers. (a) The Municipality hereby waives diligence, presentment, demand, protest and notice of dishonor. (b) The State shall not be deemed to have waived any of its rights under this Agreement unless such waiver is in writing and signed by the State. No delay or omission on the part of the State in exercising any right under this Agreement shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion. The State may revoke a waiver previously granted to the Municipality and such revocation shall be effective whether given orally or in writing. All rights and remedies of the State under this Agreement shall be cumulative and may be exercised singularly or concurrently.

Section 8.2. Notices. It is mutually understood and agreed by the parties hereto that any “Official Notice” from one such party to the other such party, in order for such Notice to be binding thereon, shall:

(a) Be in writing (hard copy) addressed to:

1. When the State is to receive such Notice:
   Commissioner of Transportation
   Connecticut Department of Transportation
   2800 Berlin Turnpike
2. When the Municipality is to receive such notice:

The person(s) signing below on behalf of the Municipality at the address set forth on the first page hereof;

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

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

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

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

Section 8.3. Suspension or Debarment. Suspended or debarred contractors, municipalities, 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:

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

2. 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;
3. 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

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

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

The Municipality agrees to insure that the following certification is 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:

1. The prospective subcontractors, sub-subcontractors participant(s) 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.

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

Section 8.4. Expenses. The Municipality will pay all reasonable expenses of the State arising out of the enforcement of this Agreement (including, without limitation, reasonable counsel fees).

Section 8.5. Litigation. The Municipality agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the 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.

Section 8.6. Survival of Representations, Warranties and Covenants. Except as otherwise provided herein, all representations, warranties, covenants and agreements contained in this Agreement or made in writing in connection with this Agreement, shall survive the execution and delivery of this Agreement and shall continue in full force and effect until all amounts payable on account of this Agreement shall have been paid in full and this Agreement shall have terminated.

Section 8.7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Municipality, the State and their respective successors. Except as otherwise provided herein, the rights and obligations hereunder may not be assigned to any other party by either the State or the Municipality.

Section 8.8. Waiver of Governmental Immunity. 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.

Section 8.9. Incorporation of Other Documents. The Municipality's Local Bridge Program Preliminary Application and Supplemental Application(s) filed with the Commissioner in connection with the Project are incorporated herein and made a part hereof as if they were fully set forth herein.

Section 8.10. Jurisdiction and Forum. The parties deem this 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.

Section 8.11. Non-waiver of State’s Immunities. The parties acknowledge and agree that nothing in this 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 this Agreement. To the extent that this section conflicts with any other section, this section shall govern.
AGREEMENT No. ________________

CORE ID No. ________________

The parties hereto have caused this Grant Agreement to be duly executed as of the day and year first above written.

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

____________________, Commissioner

By ____________________________ (Seal)

Bureau Chief
Bureau of Engineering and Construction

Date: ____________________________

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MUNICIPALITY
TOWN OF GREENWICH, CONNECTICUT

By ____________________________ (Seal)

First Selectman

Date: ____________________________

Rev. 6/9/2015
State of Connecticut  
Department of Transportation  
2800 Berlin Turnpike  
P.O. Box 317546  
Newington, Connecticut 06131-7546  

Town of Greenwich  
101 Field Point Road  
P.O. Box 2540  
Greenwich, CT 06836-2540  

Re: __________________________________________, Bridge No. __________

Agreement No. ________________________________
State Project No. ____________________________

Gentlemen:

We have examined certified copies of the proceedings of the Town of Greenwich, Connecticut and other proofs submitted to us relative to the execution and delivery of the Grant Agreement, dated TO BE DETERMINED, by and between the State of Connecticut, acting by and through the Commissioner of the Department of Transportation, and the Town of Greenwich, Connecticut (the "Agreement"). Capitalized terms used herein shall have the meanings ascribed thereto in the Agreement.

We have also examined the executed Agreement.

We are of the opinion that the making and performance of the Agreement has been duly authorized by all necessary municipal action and that the Agreement, upon execution and delivery, will constitute a legal, valid and binding obligation of the Town of Greenwich, enforceable against it in accordance with its respective terms.

Respectfully yours,
EXHIBIT II TO GRANT AGREEMENT
SIGNATURE AND NO LITIGATION CERTIFICATE

We, ______________________ and _____________________, First Selectman and Town Clerk, respectively, of the Town of Greenwich, Connecticut, HEREBY CERTIFY that the Grant Agreement dated **TO BE DETERMINED**, by and between the State of Connecticut, and the Town of Greenwich, Connecticut, ("Agreement"), was on the date hereof duly and completely executed in the name and on behalf of the Town of Greenwich, Connecticut by the execution thereon of the signature of the undersigned, _____________________, First Selectman; and that said Agreement bears the seal of said Town of Greenwich, Connecticut.

We further certify that on the date hereof we were and are the duly elected or appointed, qualified and acting officers authorized to execute said Agreement and holding the offices indicated by the official titles opposite our names and that the seal which has been impressed on said Agreement and upon this certificate is the legally adopted, proper and only official seal of the Town of Greenwich, Connecticut.

We further certify that no litigation of any nature is now pending or threatened, restraining or enjoining the execution or delivery of said Agreement or in any manner questioning the authority or proceedings for the execution or delivery of said Agreement or affecting the validity of the same; and that no proceedings or authority for the execution and delivery of the Agreement have or has been repealed, rescinded or revoked.

IN WITNESS WHEREOF, we have hereto affixed the corporate seal of said Town of Greenwich (Seal) and our signatures as of the _____ day of ______________, ______.

<table>
<thead>
<tr>
<th>Signature</th>
<th>OFFICIAL TITLE</th>
<th>Expiration of Office</th>
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</thead>
<tbody>
<tr>
<td>_____________________</td>
<td>First Selectman</td>
<td>_____________________</td>
</tr>
<tr>
<td>_____________________</td>
<td>Town Clerk</td>
<td>_____________________</td>
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</table>
THE MUNICIPALITY AGREES:

(1) This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to 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 Agreement as if they had been fully set forth in it. At the Municipality’s request, the Department shall provide a copy of these orders to the Municipality.

(2) To comply with the policies enumerated in "Connecticut Department of Transportation, Policy Statement, Policy No. F&A-10 Subject: Code of Ethics Policy," June 1, 2007, a copy of which is attached hereto and made a part hereof.

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

(4) To comply with the guidelines stipulated in Policy No. EX. O. -33, dated June 25, 2015, when architects, engineers and/or consultants are retained. Policy No. EX. O. -33, dated June 25, 2015, is attached hereto and hereby made a part of this Agreement.
CONNECTICUT DEPARTMENT OF TRANSPORTATION

LOCAL BRIDGE PROGRAM

SUPPLEMENTARY PROGRAM FINANCIAL INFORMATION

FEDERAL PROJECT No.\(^1\): N/A

ConnDOT PROJECT No.: 

MUNICIPALITY: Town of Greenwich

BRIDGE No.: 

LOCATION: 

PERIOD COVERED: JULY 1, _______ TO JUNE 30, _______.

Note that the period of expenditure may not span the whole fiscal year. However, for audit purposes, the “period covered” must be the entire fiscal year.

<table>
<thead>
<tr>
<th>PROGRAM/GRANT IDENTIFICATION No.(^2)</th>
<th>PHASE(^3)</th>
<th>CURRENT PERIOD / FISCAL YEAR EXPENDITURES BY PHASE(^4)</th>
<th>TOTAL EXPENDITURES TO DATE, BY PHASE(^4)</th>
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<tbody>
<tr>
<td>PE</td>
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<td>OTHER:</td>
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</table>

\(^1\) For projects with Federal funding.

\(^2\) The number used by the municipality to identify the account in financial records, such as the grant identification number, or capital project number.

\(^3\) Preliminary Engineering (PE), Rights of Way (ROW), Municipally-Owned Utilities (UTILITY), Construction (CONST), Construction Engineering/Inspection/Incidentals (CE), Other – provide explanation (OTHER)

\(^4\) The sum of the project expenditures should agree, in total, to the program/grant expenditures, and these costs should agree with those in the municipal annual audit.

Rev. 07/13
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 G. 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
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
Commissioner