

LEASE AGREEMENT  
BETWEEN  
STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF STAMFORD  
INTERSTATE ROUTE NO. 95  
TOWN OF STAMFORD  
FILE NO. 135-42-487B

THIS LEASE AGREEMENT ("Lease") is entered into as of the Effective Date (as hereinafter defined) by and between the State of Connecticut, Department of Transportation ("Lessor"), Garrett T. Eucalitto, Commissioner, acting herein by Terrence J. Obey, Director of Rights of Way, Bureau of Engineering and Construction, duly authorized, and the City of Stamford ("Lessee"), a municipal corporation, having a mailing address of 888 Washington Boulevard, Stamford, Connecticut 06904, acting herein by Caroline Simmons, Mayor, duly authorized. Lessor has the authority, pursuant to Section 13a-80a of the Connecticut General Statutes, as revised, to enter into this Lease with the advice and consent of the Secretary, Office of Policy and Management of the State of Connecticut.

Subject to all the terms and conditions of this Lease, and in consideration of the mutual covenants and agreements herein contained, Lessor and Lessee agree as follows:

1. Demise. Lessor does hereby lease and demise to Lessee and Lessee does hereby lease and take from Lessor, subject to all stipulations, restrictions, specifications and covenants herein contained, the premises situated in the Town of Stamford, County of Fairfield, and State of Connecticut, on the southerly side of Interstate Route No. 95, with appurtenances thereon, if any, as shown on a Map which is set forth on EXHIBIT A attached hereto. Lessee accepts possession of the Premises "**AS-IS, WHERE IS, WITH ALL FAULTS**" and subject to all restrictions, easements and matters of record.

2. Term. The term of this Lease shall commence on the Effective Date (as defined in Section 10) and continue in full force and effect for five (5) years thereafter, unless this Lease is terminated earlier or extended pursuant to the provisions hereof (the "Term").

2.A. Option to Extend. Provided Lessee is not in default under this Lease, Lessee shall have two (2) consecutive options to extend the Term of this Lease (each an "Extension Option") for a further period of five (5) years each (each an "Extension Term"), subject to all of the terms and conditions set forth in this Lease, except for Rent which shall be subject to an update to market conditions based on a review of the same by Lessor. Rent for each Extension Term will be determined by Lessor and set forth in a written "Option Letter" from Lessor which must be agreed to and signed by Lessee prior to the commencement of any Extension Term. Said Option Letter shall become a part of the executed Lease. Lessee shall provide Lessor Official Notice (as set forth in the Specifications, hereinafter defined) of its exercise of an Extension Option not less than sixty (60) days nor more than one hundred fifty (150) days prior to the expiration of the initial Term and, if applicable, the first Extension Term. If Lessee fails to give any such notice within the aforesaid time limitation, at the sole discretion of Lessor, Lessee's right to exercise an Extension Option shall be deemed to be waived.

3. Rent. There shall be no monetary consideration for the lease of the Premises.

4. Use. The Premises shall be used and occupied by Lessee solely for the purpose of providing a pedestrian walkway to and from Rogers International School, and for no other purpose unless specifically approved in writing by an authorized representative of Lessor. Lessee acknowledges and agrees that the Premises is designated for transportation use under relevant provisions of the Federal Aid Highway Act, as amended, and that all other uses, including Lessee's use, are temporary and subordinate thereto.

5. Specifications & Covenants. The parties agree that this Lease is made subject to each and every specification and covenant contained in the "Standard Highway Lease Specifications & Covenants: Governmental", dated July 1, 2024 (the "Specifications") which is incorporated as if fully set forth herein and attached hereto as EXHIBIT B.

6. Insurance. Lessee agrees, at its sole cost and expense, to secure and maintain for the duration of the Term, including any Extension Terms, the liability insurance coverage set forth or otherwise required pursuant to the Specifications, with Lessor and the State of Connecticut being named as additional insured parties.

7. Encroachment Permit. If any improvements are planned to be made to the Premises, prior to making any such improvements, Lessee must obtain written approval from the Principal Property Agent of the Lessor's Division of Rights of Way, Property Management Section, and obtain an Encroachment Permit in accordance with Item (11)(b) of the Specifications. Lessee must contact the Special Services Section Manager of the Lessor's District 3 Maintenance Office, at (203)389-3010, to apply for the Encroachment Permit.

8. Termination. This Lease may be terminated at any time, with or without cause, by either party, by giving the other party at least thirty (30) days prior Official Notice (as defined in the Specifications). Upon expiration of said notice period, this Lease shall terminate with the same effect as if the date specified in such notice were the expiration date originally specified

Agreement No.: 135-42-487B(1)

in this Lease.

9. Effective Date. This Lease shall become effective and binding on Lessor and Lessee as of the date it shall have been approved by the Attorney General of the State of Connecticut, as evidenced by the signature provided below (the "Effective Date").

*[Signature pages immediately follow.]*



Agreement No.: 135-42-487B(1)

This Lease is made with the advice and consent of the undersigned in conformance with Section 13a-80a of the Connecticut General Statutes, as revised.

\_\_\_\_\_  
Paul Hinsch  
Policy Director, Asset Management  
Office of Policy & Management  
State of Connecticut

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

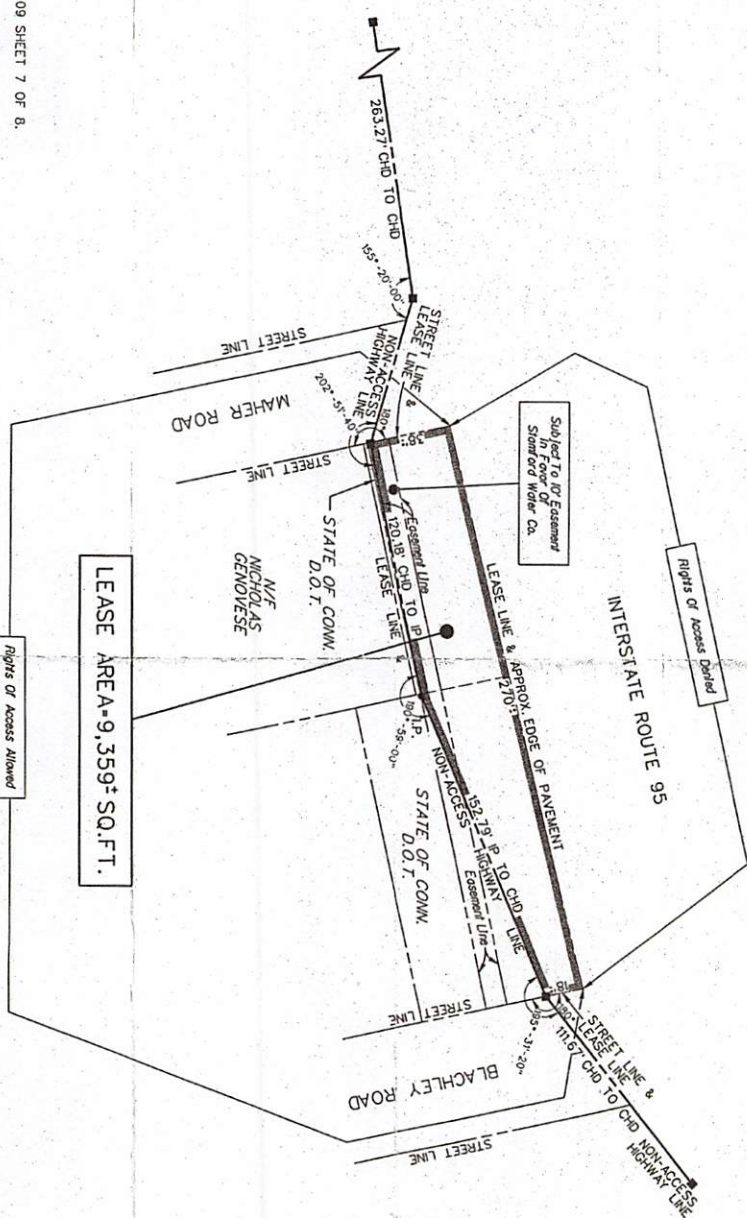
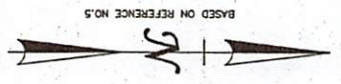
APPROVED AS TO FORM:

William Tong  
ATTORNEY GENERAL

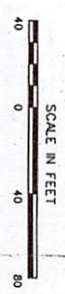
By: \_\_\_\_\_  
Jeffrey Zeman  
Assistant Attorney General

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

# EXHIBIT A



- REFERENCES:
1. CT D.O.T. R.O.W. MAP 135-09 SHEET 7 OF 8.
  2. CT D.O.T. BRC FILE 135-42-487A
  3. CT D.O.T. BRC FILE 135-42-487.
  4. CT D.O.T. BRC FILE 135-42-271.
  5. CONSTRUCTION PLAN 305-01 SHEET 21 OF 348 DATED 1955.



DRAWN BY	LAL
DATE	02/09
CHECKED BY	JCC
DATE	02/09

DATE	REVISION	REQ. BY	TOWN NO.
			135
			42
			487B
			1 OF 1

LEASE SKETCH  
 TOWN OF STAMFORD  
 SKETCH SHOWING LAND LEASED TO  
 CITY OF STAMFORD  
 BY  
**THE STATE OF CONNECTICUT**  
 DEPARTMENT OF TRANSPORTATION  
 ROUTE I-95 AT BLACHLEY STREET

SCALE 1"=40'  
 MICHAEL W. LONERGAN, P.E.  
 ACTING TRASS. CHIEF ENGINEER - BUREAU OF ENGINEERING AND HIGHWAY OPERATIONS  
 FEB 2009

# EXHIBIT B

STANDARD HIGHWAY LEASE

SPECIFICATIONS & COVENANTS: GOVERNMENTAL

Connecticut Department of Transportation  
Bureau of Engineering and Construction  
Division of Rights of Way  
Property Management Section  
July 1, 2024

## A. Definitions.

The following definitions shall apply to this Standard Highway Lease Specifications and Covenants, except as otherwise provided:

"C.G.S." shall mean the Connecticut General Statutes.

"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.

"Contractor" means a person or entity that Lessee contracts with to perform work or to provide materials or supplies.

"Environmental Laws" shall mean and include any Federal, State or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601 *et seq.*, the Federal Oil Pollution Act of 1990, 33 U.S.C. Section 2701, *et seq.*, the Federal Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*, the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 *et seq.*, the Federal Hazardous Material Transportation Act, 49 U.S.C. Section 1801 *et seq.*, the Federal Clean Air Act, 42 U.S.C. Section 7401 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*, the River and Harbors Act of 1899, 33 U.S.C. Section 401 *et seq.*, and all rules and regulations of the United States Environmental Protection Agency, or any other State, local or Federal agency or entity having jurisdiction over environmental or health and safety matters, as such may have been amended.

"Hazardous Substances" shall mean any and all materials, chemicals, or other substances that are hazardous or toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws.

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

"Records" means all working papers and such other information and materials as may have been accumulated by Lessee in performance of this Lease, 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.

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

## B. Specifications and Covenants.

(1) Utilities. Lessee shall pay the costs of all water, electricity and other public utilities either supplied to Lessee pursuant to this Lease or obtained independently by Lessee.

(2) Taxes. Lessee hereby assumes all taxes, if any, levied or to be levied on the Premises for the tax period coincident with the duration of this Lease. A grant-in-lieu of taxes (under Section 12-19a of the C.G.S.) shall be assumed by Lessee for the period coincident with the Term, including any Extension Terms, if such a grant-in-lieu of taxes concerning the Premises is required of Lessor.

(3) Maintenance. Lessee agrees to maintain the Premises in a clean condition, to the satisfaction of Lessor, and to arrange for the orderly use of the Premises. Lessee further agrees that it shall not permit hazardous or highly inflammable, volatile, or explosive substances to be placed on, under, or over the Premises or permit unreasonably objectionable smoke, fumes, vapors, or odors to arise above the surface of the Premises and that no accumulation of boxes, barrels, packages, waste paper or other articles shall be permitted in or upon the Premises. Ice and snow control of the Premises' parking lots, access drives and sidewalks abutting the Premises, if any, shall be the obligation of Lessee.

(4) Storage Prohibition. Lessee agrees that Lessee shall not store any junk on the Premises and shall not allow anyone

else to store junk on the Premises. The term "junk" shall mean, without limitation, demolition waste, old or scrap paper, copper, brass, rope, rags, batteries, paper trash, rubber debris, waste or junked, dismantled, or wrecked automobiles, parts thereof, iron, steel and other old or scrap ferrous or non-ferrous materials, or any other form of solid waste.

Lessee shall not allow any unregistered or abandoned motor vehicles (including, but not limited to, commercial vehicles) to remain on the Premises and shall cause the same to be removed. Lessee shall not allow any boats, recreational vehicles or trailers to be stored on the Premises.

(5) Assignment and Subletting. Lessee shall not sublet or assign the Premises or any part thereof without receipt of prior written approval of an authorized representative of Lessor and, if appropriate, the Federal Highway Administration.

(6) Indemnification.

- (a) Lessee 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 this Lease, including, without limitation, the acts of commission or omission (collectively, the "Acts") of Lessee or Lessee Parties and any injury (including death) and damage to property that is caused by any debris that falls, is thrown or otherwise emanates from any bridge or roadway which is near or above either the Premises or any adjacent property; 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 this Lease. Lessee shall use counsel reasonably acceptable to the State in carrying out its obligations under this section 6. Lessee's obligations under this section 6 to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of Lessee'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) Lessee 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) Lessee shall reimburse the State for any and all damages to the real or personal property of State caused by the Acts of Lessee or any Lessee Parties. The State shall give Lessee reasonable notice of any such Claims and Lessee shall reimburse the State within sixty (60) days of the notice.
- (d) Lessee's duties under this section 6 shall remain fully in effect and binding in accordance with the terms and conditions of this Lease, without being lessened or compromised in any way, even where Lessee 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) Lessee shall carry and maintain at all times during the Term, including any Extension Terms, and during the time that any provisions survive the Term, including any Extension Terms, sufficient insurance as set forth in section 7 to satisfy its obligations under this Lease. Lessee shall name the State as an additional insured on the policy. Lessor shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that Lessor or the State is contributorily negligent.
- (f) Lessee shall, or if Lessee is one of several lessees (collectively, "All Lessees"), All Lessees shall jointly and severally, protect, indemnify, defend, and hold harmless the State and any of its officers, employees and agents and their respective heirs, legal representatives, successors and assigns, from and against any and all loss, damage, costs, charge, lien, debt, fine, penalty, injunctive relief, Claim, demand, expense, suit, order, judgment, adjudication, liability, or injury to person, property or natural resources, including attorneys' fees and consultants' fees arising out of or attributable to any or All Lessees, which may accrue out of, or which may result from (i) any violation or alleged violation of the Environmental Laws by any person or entity or other source whether related or unrelated to any or All Lessee(s), or (ii) the disposal or alleged disposal of Hazardous Substances (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) by any person or entity or other source, whether related or unrelated to any or All Lessee(s).
- (g) This section 6 shall survive the expiration or earlier termination of this Lease and shall not be limited by reason of any insurance coverage.

(7) Insurance.

- (a) Lessee agrees to secure and maintain during the Term of this Lease, including any Extension Terms, and also agrees that it will ensure that any and all Contractors maintain the following minimum insurance coverages, at no cost to the State:
- (i) COMMERCIAL GENERAL LIABILITY INSURANCE including Contractual Liability Insurance, Independent Contractors, Premises and Operations, Products and Completed Operations and Broad Form Property Damage coverages with a total limit of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to, or death of, all persons and/or damage to any 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.
  - ii) AUTOMOBILE LIABILITY INSURANCE which covers all motor vehicles, including those owned, hired or non-owned, which are used in connection with this Lease with a One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury, or death of, all persons and/or damage to any property in any one accident or occurrence. If Lessee does not own an automobile, but one is used in the execution of the Lease, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the Lease then automobile coverage is not required.
  - (iii) WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE and, as applicable, insurance required in accordance with the U. S. Longshore and Harbor Workers' Compensation Act, all in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States, respectively, which covers all of Lessee's employees at or working from the Premises, which coverage shall include Employer's Liability Insurance with minimum limits of:
    - A. \$1,000,000 Each Accident (bodily injury by accident);
    - B. \$1,000,000 Disease – Policy limit (bodily injury by disease); and
    - C. \$1,000,000 Disease – Each Employee (bodily injury by disease).
  - (iv) PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS LIABILITY) in the event Lessee and/or any of its Contractors provide any architecture, engineering, design, accounting, legal or other professional services under or in connection with this Lease and/or at or with regard to the Premises, each person and entity providing such services shall be duly licensed and maintain Professional Liability coverage, at such party's sole cost and expense, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence. In the case of any engineer, architect or other design professional, each such policy must be kept in effect for a period of seven (7) years after substantial completion of the project on or for which any such services are rendered; otherwise the professional involved shall maintain such coverage for a period for at least three (3) years following completion of its work hereunder. If coverage is procured by any professional on a claims made basis, the retroactive date must be the date prior to the professional's commencement of any work under or pursuant to this Lease or the project to which it relates, whichever is earlier.
- (b) All products and completed operations coverage required to be maintained by Lessee and its Contractors shall continue to be maintained for at least three (3) years following final acceptance of their work.
- (c) Notwithstanding any other provision of this section 7 to the contrary, any party required to maintain insurance hereunder shall be deemed to be in compliance with this section 7 even if such party's insurance policy(ies) are not written for amounts specified in subsection 7.(a) above (other than worker's compensation insurance), provided said party carries Umbrella Liability insurance for any differences in the amounts specified therefor and the policy(ies) for such Umbrella Liability insurance follow(s) the form of said party's primary coverages.

- (d) Except as otherwise provided to the contrary in this section 7, any insurance required by this Lease may be obtained by means of any combination of primary and umbrella coverages and by endorsement and/or rider to a separate or blanket policy and/or under a blanket policy in lieu of a separate policy or policies, provided that Lessee shall deliver a certificate of insurance of any said separate or blanket policies and/or endorsements and/or riders evidencing to the State that the same complies in all respects with the provisions of this Lease, and that the coverages, and the protection afforded the State, thereunder are at least equal to the coverages and protection which would be provided under a separate policy or policies procured solely for the Premises and/or the work, if any, to be performed by Lessee or its Contractors.
- (e) The State and its officers, agents and employees (collectively, "State Indemnified Parties") shall be named as additional insureds under any and all coverages maintained pursuant to section 7 (a)(i) and (ii) above as well as any umbrella or excess liability insurance which provides coverage over and above such insurance.
- (f) Upon Lessee's execution of this Lease and on or before the tenth (10<sup>th</sup>) business day preceding every subsequent anniversary date of the execution of the Lease during the Term and any Extension Term, Lessee agrees to furnish to the State one (1) or more certificates of insurance evidencing that Lessee and its Contractors have obtained the insurance required hereunder. Each certificate of insurance shall be in such form as is supplied or approved by the State, fully executed by an insurance company or companies satisfactory to the State, and shall specify the amounts of deductibles, if any, for each type of coverage in the policy or policies. Deductibles shall not exceed amounts approved by an authorized representative of the State in writing. Lessee shall produce, and shall require its Contractors to produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, Lessee and/or its Contractors, as appropriate, may redact provisions of any policy that are clearly proprietary. If, at any time during the Term, including any Extension Terms, of this Lease, Lessee or its Contractors shall fail to provide any such insurance documentation within five (5) business days period, or duly maintain (or ensure that its Contractors maintain) all required insurance coverage in full force and effect, then the State, in addition to any other remedies it may have, all of which are reserved for the State, may either immediately terminate this Lease or procure or provide alternate insurance coverage and charge Lessee the cost thereof, which amounts shall then be promptly paid by Lessee to the State. Copies of all required insurance policies shall be retained by Lessee until three (3) years after the expiration of the Term (including any Extension Terms) of this Lease.
- (g) Each policy of insurance maintained pursuant to this Lease shall be written to provide at least those coverages provided under standard forms therefor as have been approved the State of Connecticut's Insurance Commissioner. Each such policy also shall not be subject to cancellation unless notice is given to the State, in the manner set forth in section 22 of these Specifications for providing Official Notice, at least thirty (30) days prior to the date of cancellation. All insurance certificates required to be provided to the State hereunder shall evidence the insurers' agreement to the foregoing on the face thereof.
- (h) All of Lessee's and its Contractors' insurers shall be licensed to do business in the State and be rated A-(VIII) or better by the latest edition of A. M. Best's Rating Guide or, if such guide is no longer available, any generally recognized replacement therefor. All insurance required hereunder (other than errors and omissions coverages) shall be written on "occurrence" basis (as opposed to "claims made") basis.
- (i) Lessee and its Contractors shall be fully and solely responsible for and thus shall pay any and all costs and expenses as a result of any and all coverage deductibles. None of Lessee's or its Contractors' insurers shall have any right of subrogation or recovery against the State or any of the other State Indemnified Parties, all of which rights are hereby waived by Lessee. All insurance maintained by Lessee and its Contractors shall be primary and noncontributory and shall not be in excess of any other insurance.
- (j) Nothing herein shall preclude any party from procuring and maintaining, at such party's sole cost and expense, such additional insurance coverage as such party deems desirable or appropriate, provided, however, that all liability insurance maintained by Lessee or its Contractors which covers the Premises and/or any work to be performed under this Lease shall name the State as an additional insured. Any insurance maintained by the State shall be in excess of any and all insurance maintained by Lessee and/or its Contractors, and shall not contribute with it.
- (k) Lessee shall neither do nor allow its Contractors to do anything (or fail to do anything) whereby any of the insurance required by the provisions of this section 7 shall or may be invalidated in whole or in part. In the

event that any of the Contractors so acts (or fails to act), then Lessee shall promptly use commercially reasonable efforts to eliminate that condition.

- (l) The State shall have the right to review and revise the insurance requirements applicable to Lessee and its Contractors during the Term of this Lease, including any Extension Terms, and to make reasonable adjustments to the types and amounts of, and terms pertaining to, insurance coverage required hereunder, as the State reasonably deems to be prudent, in its sole discretion under the circumstances, based upon increased costs of construction, inflation, statutory law, court decisions, claims history, and other relevant factors.
  - (m) Unless requested otherwise by the State, Lessee, its Contractors and their insurers shall waive sovereign immunity as a defense and shall not use the defense of sovereign immunity in the adjustment of Claims or in the defense of any suit brought against them or any State Indemnified Parties, unless, and then only if and when, approved in writing by the State, which approval may be withheld in its sole and absolute discretion. Lessee shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance.
  - (n) The failure of the State, at any time or from time to time, to enforce the provisions of this section 7 concerning insurance coverage shall not constitute a waiver of those provisions nor in any respect reduce the obligation of Lessee to indemnify, defend and hold and save harmless the State or the State Indemnified Parties. Likewise, the limits of coverage of any insurance purchased by Lessee or its Contractors shall not in any way limit, reduce or restrict their obligations under any indemnification, defense, and save and hold harmless provisions stated in this Lease or other contracts.
  - (o) Lessee shall assume and pay all costs and billings for premiums and audit charges earned and payable under all insurance that is maintained by it. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all Claims for damages, even if groundless.
  - (p) The provisions of this section 7, shall be incorporated and made a part of each contract or other agreement which Lessee enters into under or in connection with this Lease or the Premises with any third party (which shall include a Contractor, any person engaged to perform work on or at, or which is allowed to conduct business on or from or to otherwise use or occupy, any portion of the Premises) appropriately modified to reflect the relationship of the parties; providing, however, that all references to, and all rights and protections afforded to the State, as provided in these provisions, shall remain unchanged. If any Contractor does not maintain, and demonstrates that it cannot reasonably be expected to obtain, the levels or types of coverage required by this section 7, Lessee may request the State to approve different levels and/or types of coverage for such Contractor. The State may withhold its approval of any such request in its sole and absolute discretion. Additionally, no such approval shall be effective unless approved in writing by the Secretary of the State's Office of Policy and Management and the State's Director of Insurance and Risk Management.
  - (q) The provisions of this section 7 shall survive the expiration or earlier termination of this Lease, as the same may be extended and in any holdover period.
- (8) **Inspection.** Lessor and, if appropriate, the Federal Highway Administration, shall have the right to inspect the Premises at any time, and to repair, maintain, improve or reconstruct any State facility and/or its appurtenances. Lessor shall notify Lessee by letter of its intention, stating the time when such work is to be performed. However, if any emergency arises, a telephone call from an authorized representative of Lessor shall suffice. Lessee agrees that upon being notified by Lessor, Lessee shall take steps, as necessary, to have the Premises closed to all persons and cleared of all vehicles.
- (9) **Appearance.** Lessee agrees to enhance the aesthetic appearance of the Premises at its own expense, if required by Lessor, either by the creation of grassed areas and suitable plantings or by some artificial means to beautify said Premises, subject in either case to the written approval of an authorized representative of the State. If Lessee elects to utilize the former course of action, the work shall be completed in accordance with a planting schedule approved by an authorized representative of the State.
- (10) **Signage.** Lessee shall not erect signs, displays, or devices on the Premises, unless otherwise specifically allowed in this Lease, except those signs necessary for the proper control and maintenance of the Premises. However, no signs may be erected until written permission is first received from an authorized representative of Lessor.

(11) Site Improvements & Encroachment Permit.

- (a) If deemed necessary by Lessor, Lessee agrees to perform the following during the Term and any Extension Terms, at its sole cost and expense:
- (i) surface and grade the Premises, as may be required by Lessor, for the maintenance of the specified use, as approved by an authorized representative of Lessor in writing;
  - (ii) install and maintain fencing or another device suitable to Lessor around the Premises, so as to control the ingress and egress of vehicles and persons to and from the Premises;
  - (iii) install and maintain a suitable electrical system for the lighting of the Premises as approved by an authorized representative of Lessor. Such electrical system and Lessee's installation and maintenance, thereof, shall not interfere with or damage any of Lessor's facility and/or its appurtenances or impede the operation, use and/or maintenance thereof;
  - (iv) install and maintain suitable devices approved by an authorized representative of Lessor for the protection of all piers or pier columns and appurtenances, if any, located on the Premises; and
  - (v) install and maintain a suitable drainage system as approved by an authorized representative of Lessor, for the purpose of draining surface water from the Premises. Such drainage system or Lessee's installation and maintenance thereof shall not interfere with or damage any portion of Lessor's facility and/or its appurtenances or impede the operation and maintenance thereof.
- (b) Lessee agrees that no improvements that Lessee may want to undertake shall be undertaken until written approval is received from an authorized representative of the State and, if appropriate, the Federal Highway Administration. Lessee agrees that as an integral part of the process of obtaining the above-mentioned written approval, Lessee shall apply for and, if the application is granted, shall comply with a permit or permits (each an "Encroachment Permit") issued by Lessor in conformance with all pertinent provisions of the current Encroachment Permit regulations, including amendments thereto. Lessee shall comply with the applicable provisions of 23 C.F.R. Section 710, Subpart D, which is hereby made a part hereof by reference. Lessee must contact the applicable Special Service Section Chief as set forth in this Lease, to apply for an Encroachment Permit. Lessor and, if appropriate, the Federal Highway Administration, reserve the right to review and approve all plans prior to any and all construction and site improvements at the Premises.

(12) Zoning Compliance. Lessee agrees to comply with and conform to all the laws of the State, and the ordinances and zoning regulations of the town(s) in which the Premises is located, regarding health, nuisance, fire, highway, and sidewalks, so far as the Premises is or may be concerned.

(13) Environmental Law. Lessee shall comply strictly and in all respects with the requirements of the Environmental Laws. Furthermore, Lessee shall not and Lessee shall not allow others to store, generate or use any Hazardous Substances at, on, or under the Premises.

(14) Survival of Obligations. All of Lessee's obligations hereunder (including, but not limited to, the payment of Rent) shall survive the termination or expiration of this Lease or any other agreement or action, including, without limitation, any consent decree or order between Lessee and the government of the United States or any department or agency thereof, the State and/or any municipality.

(15) Mining Rights. Lessor reserves mining and excavating rights with regard to the Premises. Lessee shall not remove sand, gravel or other fill material from the Premises.

(16) Removal of Personalty and Restoration. Upon termination of this Lease for any reason, Lessee shall, time being of the essence, promptly vacate the Premises, remove all of its personal property from the Premises at Lessee's own expense, and, at its sole cost and expense, leave the Premises in as good or better condition as when it took occupancy, reasonable use excepted. Lessee agrees that no relocation benefits of any kind will be paid to Lessee by Lessor.

Lessee agrees that at the termination of this Lease for any reason, improvements (including, but not limited to signs, lighting, fences, pier protection devices, paved areas or sidewalks) shall not be removed from the Premises, and shall be

the property of Lessor (Lessee shall have no rights and hereby waives all rights to any payment or compensation for such items), or at Lessor's option, Lessee shall restore the Premises to the same physical condition existing immediately before the execution of this Lease, at no expense to Lessor. In the event Lessee fails to fulfill this obligation within a reasonable time when requested by Lessor, Lessor shall, at its option: (a) arrange to have the work performed and shall bill Lessee for all expenses incurred and Lessee agrees to promptly pay when billed without recourse; or (b) in the event Lessee was required to obtain a Bond under this Lease, seek recourse under the Bond to have the work performed. In the event the proceeds from the Bond fail to satisfy the cost for the work performed, Lessee agrees to promptly pay the balance to Lessor without recourse.

(17) Holdover. In the event Lessee holds-over after the expiration of or termination of this Lease without the written consent of an authorized representative of Lessor, Lessee shall pay, effective upon the expiration of the Term, any Extension Term or termination of this Lease, one-and-one-half (1.5) times the current Rent due hereunder for the hold-over period and shall also pay any damages incurred by Lessor as a result of such holding over. No holding over by Lessee after the Term or any Extension Term of this Lease shall be construed to extend the Term or any Extension Term. Any holding over with the written consent of an authorized representative of Lessor shall thereafter convert this Lease to a month-to-month lease.

(18) Agent for Service. The Connecticut Secretary of the State (including any successor thereto) is hereby appointed by Lessee as its agent for service of process for any action arising out of or as a result of this Lease, such appointment to be in effect throughout the Term and any Extension Term and six (6) years thereafter, except as otherwise provided by the C.G.S.

(19) Civil Rights. As a condition to receiving Federal financial assistance under this Lease, if any, Lessee shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d-2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Assurances for Deeds, Licenses, Leases, Permits or Similar Instruments attached hereto, all of which are hereby made a part of this Lease.

(20) Contract and Ethics Compliance. Lessee hereby acknowledges and agrees to comply with the following:

- (a) CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS entitled "Specific Equal Employment Opportunity Responsibilities," dated July 2022, as may be amended from time to time, a copy of which is attached hereto and made a part hereof; and

(21) Official Notice. Any notice from one party to the other party (or parties) to this Lease (an "Official Notice"), in order for the same to be binding, shall:

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

(i) When the State is to receive such notice:

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

(ii) When Lessee is to receive such notice:

SEE PAGE 1 OF AGREEMENT  
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- (b) Be delivered in person with written acknowledgement of receipt, be mailed by the United States Postal Service – "Certified Mail, Return Receipt Requested", by electronic means, with confirmation of delivery, or be delivered by a recognized overnight delivery service, to the address of the recipient(s) set forth above; and
- (c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

It is understood and agreed that nothing set forth above shall preclude the parties from subsequently agreeing in writing to designate alternate persons (by name, title, and affiliation) to which any Official Notice is to be addressed; alternate means of conveying Official Notices; or alternate locations for the delivery of Official Notices, provided that any such subsequent agreement is made in accordance with the terms and conditions of this Lease.

(22) Certification – Suspended or Debarred Parties. Pursuant to Section 31-53a C.G.S., suspended or debarred Lessees, second parties, 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 this Lease by Lessee shall constitute certification that to the best of its knowledge and belief Lessee 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 Lease 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 subsection (a)(ii) of this certification; and
  - (iv) has not within a five (5) year period preceding this Lease had one or more public transactions (Federal, State or local) terminated for cause or default.
- (b) Where Lessee is unable to certify to any of the statements in this certification, Lessee shall attach an explanation to this Lease.
- (c) Lessee agrees to insure that the following certification be included in each subcontract agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:
  - (i) The prospective subcontractor, sub-subcontractors, or participant(s) certifies, by submission of the proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
  - (ii) Where the prospective subcontractors, sub-subcontractors, or participant(s) is unable to certify to any of the statements in this certification, such prospective participant(s) shall attach an explanation.

(23) Compliance with ADA. This clause applies to those Lessees who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the Term. Lessee represents that it is familiar with the terms of the Act and that it is in compliance with the Act. Failure of Lessee to satisfy this standard as the same applies to performance under this Lease, either now or during the Term and any Extension

Term, will render this Lease voidable at the option of Lessor upon notice to Lessee. Lessee warrants that it will hold State harmless and indemnify State from any liability which may be imposed upon State as a result of any failure of Lessee to be in compliance with the Act, as the same applies to performance under this Lease.

(24) Governing Law; Venue. The parties deem this Lease to have been made in the City of Hartford, State of Connecticut. The parties agree that it is fair and reasonable for the validity and construction of this Lease 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 Lessor, 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. Lessee 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.

(25) No Waiver. The parties acknowledge and agree that nothing in this Lease 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 Lease. To the extent that this section 25 conflicts with any other section of this Lease, this section 25 shall govern.

(26) Claims against Lessor. Lessee agrees that the sole and exclusive means for the presentation of any Claim against Lessor arising from or in connection with this Lease shall be in accordance with Chapter 53 of the C.G.S. ("Claims against the State") and Lessee further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

(27) Executive Orders and Other Enactments.

(a) All references in this Lease 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 Lease at any time during its term, or that may be made applicable to the Lease during its Term. This Lease shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, Lessee is not relieved of its obligation to perform under this Lease if it chooses to contest the applicability of the Enactments or Lessor's authority to require compliance with the Enactments.

(b) This Lease 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 Lease as if they had been fully set forth in it.

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

(28) Entire Agreement. This Lease, including this "Standard Highway Lease Specifications & Covenants, Connecticut Department of Transportation: Governmental", when fully executed by both parties constitutes the entire agreement between the parties hereto and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding

varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto; and nothing contained in the terms or provisions of this Lease shall be construed as waiving any of the rights of the State under the laws of the State of Connecticut.

(29) Single Audit Act. That Lessee 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. Lessee receiving state funds must comply with Section 7-396a C.G.S., and the State Single Audit Act, Sections 4-230 through 236 C.G.S. inclusive, and regulations promulgated thereunder.

FEDERAL SINGLE AUDIT: Each Lessee that expends a total amount of Federal awards: 1) equal to or in excess of \$750,000 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 \$750,000 shall be exempt for such fiscal year.

STATE SINGLE AUDIT: Each Lessee 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, Sections 4-230 to 4-236 C.G.S., hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$300,000 in any fiscal year shall be exempt for such fiscal year.

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

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

The audited Lessee shall provide supplementary schedules with the following program/grant information: the program/grant number, Lessor's 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 the schedule entitled "Supplementary Program Information," attached herewith, 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 Lessor must be reconciled and resolved immediately.

Except for those projects advertised by the State, Lessee agrees that all fiscal records pertaining to the project shall be maintained for three (3) years after expiration or earlier termination of this Lease 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 Lessee must obtain written approval from the appropriate division within Lessor prior to destruction of any records and/or documents pertinent to this Lease.

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

The State, including the State Auditors of Public Accounts, reserves the right to audit or review any records/workpapers of Lessee and the CPA pertaining to this Lease.

(30) Environmental Event and Environmental Records Retention. For purposes of this section 30, the term "State" shall mean the agency through which this Lease was entered into on behalf of the State of Connecticut. Lessee, for a period of ten (10) years following the date of termination of this Lease, shall maintain copies of all Records required

by law to be generated by it with respect to environmental conditions on the Premises and of all incidents impacting same ("Event"). For purposes of this Lease, an Event shall include, but not be limited to, the discharge, spillage, uncontrolled loss, seepage, or infiltration, of oil, or petroleum, or chemical liquids or solid, gaseous products, or hazardous waste, or waste regulated under State or Federal law. Within twenty-four (24) hours following the occurrence of any Event, Lessee shall notify State of same in writing. Said notification to State shall be in addition to, and not in lieu of, any and all other Record keeping and reporting requirements imposed upon Lessee by law. Upon written request by the State, Lessee shall permit State to inspect the Premises and any and all Records required to be maintained hereunder, and promptly shall provide the State with such copies of same as the State may request in writing, at no cost to the State. Lessee hereby waives any claim of privilege that may attach to said Records.

(31) Sovereign Immunity. Nothing in this Lease shall preclude Lessee from asserting its Governmental Immunity rights in the defense of third party claims. Lessee'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 Lessor, at law or in equity, under this Lease, including, but not limited to, those relating to damages.

**SUPPLEMENTARY PROGRAM INFORMATION**

**FEDERAL**

FEDERAL PROGRAM/GRANT IDENTIFICATION NUMBER	CONNDOT PROJECT NO.	FEDERAL PROJECT NO.	PHASE (1) (PE, ROW, CONST, CE)	EXPENDITURES (BY PHASE) (2)
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(1) PRELIMINARY ENGINEERING (PE), RIGHTS OF WAY (ROW), CONSTRUCTION (CONST), CONSTRUCTION ENGINEERING (CE)

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

**STATE**

STATE PROGRAM/GRANT IDENTIFICATION NUMBER	CONNDOT PROJECT NO.	PHASE (1) (PE, ROW, CONST, CE)	EXPENDITURES (BY PHASE) (2)
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(1) PRELIMINARY ENGINEERING (PE), RIGHTS OF WAY (ROW), CONSTRUCTION (CONST), CONSTRUCTION ENGINEERING (CE)

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

## THE 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 will comply with the Regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation Federal Highway 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 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, 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 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.

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 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.

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 nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d et seq.), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 et seq. and 49 C.F.R. part 303;
- 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, as amended (29 U.S.C. § 794 et seq.) (prohibits discrimination on the basis of disability); and 49 C.F.R. 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 (Pub. L. 97-248 (1982)), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (102 Stat. 28) ("*... which restore[d] the broad scope of coverage and to clarify the application of Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title VI of the Civil Rights Act of 1964.*");
- 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 Justice regulations at 28 C.F.R. parts 35 and 36, and 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 non-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 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).

**CONNECTICUT REQUIRED  
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES  
July 2022**

**1. General:**

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

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

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

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

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

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

**2. Equal Employment Opportunity Policy:**

a) Companies with contracts, agreements or purchase orders valued at \$10,000 or more or who have fifty or more employees are required to comply with the Affirmative Action contract requirements. By signing a contract with CTDOT the contractor's commits to complying with federal and state requirements to provide equal employment opportunity to all persons without regard to their race, color, religion, creed, sex, gender identity or expression, marital status, age,

**national origin, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved and to promote the full realization of equal employment opportunity through a positive and continuous efforts.**