

EXHIBIT A

ADMINISTRATIVE AND STATUTORY REQUIREMENTS

THE MUNICIPALITY AGREES:

(1) (a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

(b) (1) The Municipality agrees and warrants that in the performance of the contract such Municipality will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Municipality that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Municipality further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Municipality that such disability prevents performance of the work involved; (2) the Municipality agrees, in all solicitations or advertisements for employees placed by or on behalf of the Municipality, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission, (3) the Municipality agrees to provide each labor union or representative of workers with which such Municipality has a collective bargaining agreement or other contract or understanding and each vendor with which such Municipality has a contract or understanding, a notice to be provided by the Commission advising the labor union or worker's representative of the Municipality's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Municipality agrees to comply with each provision of this section and Connecticut General

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Statutes Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes Sections 46a-56, 46a-68e and 46a-68f; (5) the Municipality agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Municipality as relate to the provisions of this section and Section 46a-56. If the contract is for a public works contract, the Municipality agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the Municipality's good faith efforts shall include but shall not be limited to the following factors: The Municipality's employment and subcontracting policies, patterns and practices, affirmative advertising, recruitment and training, technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Municipality shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Municipality shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Municipality shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes Section 46a-56, provided if such Municipality becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Municipality may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Municipality agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

(2) That this Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this Agreement may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Agreement performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion.

The Municipality agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the Municipality will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. A copy of said Guidelines is attached and hereby made a part of this Agreement.

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

(4) That the attached Appendix DBE entitled "Policy Statement, Policy No. Administrative 19, Subject: Policy on D.B.E.'s", dated February 9, 1994 is hereby made a part of this Agreement. The State advises the Municipality that failure to carry out the requirements set forth in Appendix DBE shall constitute a breach of contract and may result in termination of this Agreement by the State or such remedy as the State deems appropriate.

(5) To acknowledge and agree to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. ADMIN. - 10 Subject: Code of Ethics Policy", November 28, 1994, a copy of which is attached hereto and made apart hereof.

(6) To acknowledge and agree to comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The attached copy of the "Governmental Agency Exemption Certificate" is hereby made a part hereof.

(7) That suspended or debarred 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 of the time of contract award or commencement of work.

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1. 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:

- a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Has not within a three-year period preceding this Agreement been convicted of or had a civil judgement rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b. of this certification; and
- d. Has not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

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

The Municipality agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any lower tier subcontracts and purchase orders:

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(8) To comply with the Regulations of the United States Department of Transportation (Title 49, Code of Federal Regulations, Part 21), issued in implementation of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, and Appendix "CR" attached hereto, both of which are hereby made a part of this Agreement.

(9) That during the term of this Agreement, including any extension thereof, the Municipality shall indemnify and save harmless the State, its officers, agents, and employees from all claims, suits, action, damages, and costs of every name and description resulting from or arising out of operations conducted by the Municipality under this Agreement, including any supplements thereto, or project-related work conducted prior to the execution of this agreement, and that such indemnification shall not be limited by reason of any insurance coverage.

(10) The Municipality shall not use the defense of Governmental Immunity in the adjustment of claims or in the defense of any suit, unless requested by the State. The Municipality retains the right to use its Governmental Immunity against any party other than the State.

(11) The Municipality agrees that following completion of each full fiscal year during the term of this Agreement, cause to be prepared and delivered to the State, an audit performed in accordance with the following requirements:

- a) Federal financial assistance of \$100,000 or more a year the Municipality shall have an audit made in accordance with OMB Circular No. A-128; combined Federal and State financial assistance of \$100,000 or more a year the Municipality 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.
- b) Federal financial assistance equal to or more than \$25,000 but less than \$100,000 a year the Municipality shall have an audit made 1) in accordance with OMB Circular No. A-128 OR 2) in accordance with Federal laws and regulations governing the programs; combined Federal and State financial assistance equal to or more than \$25,000 but less than \$100,000 a year the Municipality shall 1) have an audit in accordance with the State Single Audit Act OR 2) comply with any applicable requirements concerning financial or financial and compliance audits contained in the general statutes and regulations governing the programs.
- c) Federal financial assistance of less than \$25,000 a year the Municipality shall be exempt; combined Federal and State financial assistance of less than \$25,000 a year the Municipality shall be exempt.

The contents of the audit report must be in accordance with government auditing standards for audit of governmental organizations, programs, activities and functions ("Yellow Book" 1994 Revision) issued by the Comptroller General of the United States.

The audit report shall include the requirements as outlined in Circular A-128 and the State Single Audit Act, when applicable.

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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 report. Federal and State programs/grants should be listed separately. See attached schedule entitled "Supplementary Program Information" for format. Some programs/projects may have a "Matching" requirement, the matching portion of which must be met from local funds. Where matching requirements exist, the audit must cover the complete program/project, including all expenditures identified with or allocated to the particular program/project at the local level, whether the expenditures are from Federal, State or Local Funds.

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

Except for those projects advertised by the State, the audited Municipality shall retain all records for seven (7) years after issuance of the project's certification of acceptance or three (3) years after receipt of the final Federal payment, whichever is later, provided there is no pending litigation. 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. The audited Municipality must obtain written approval from the appropriate division within the Connecticut Department of Transportation prior to destruction of any records and/or documents pertinent to this Agreement.

The Municipality shall require that the workpapers and reports of the independent CPA be maintained for a minimum of three (3) years from the date of the Audit Report.

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

(12) Certification for Federal-Aid Contracts-(For Contracts Exceeding \$100,000)

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

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

The Municipality also agrees by submitting his/her/its Bid, Agreement, Contract, Proposal that he/she/it shall require that the language of this Certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

(13) (a) That pursuant to Section 4a-60a of the Connecticut General Statutes, (1) The Municipality agrees and warrants that in the performance of the contract such Municipality will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Municipality agrees to provide each labor union or representative of workers with which such Municipality has a collective bargaining agreement or other contract or understanding and each vendor with which such Municipality has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Municipality's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Municipality agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to section 46a-56 of the general statutes; (4) the Municipality agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Municipality which relate to the provisions of this section and section 46a-56 of the general statutes.

(b) The Municipality shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Municipality shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes: provided, if such Municipality becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Municipality may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(14) That this clause applies to those Municipality's who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The 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 maybe 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.

(15) To acknowledge and agree to incorporate the "Special Provisions - Disadvantaged and women Business Enterprises as Subcontractors for Federal and/or State Funded Projects" dated November 21, 1988 attached hereto and made a part hereof, in all contracts with any consultants and/or contractors hired in conjunction with this project.

(16) The Municipality agrees that for the term of this agreement 100% of the total cost of all approved Disadvantaged Business Enterprise (DBE). The State shall approve and certify the status of any DBE prior to the execution of any contract between the Municipality and said DBE.

(17) That the Municipality shall submit to the State for review and approval, any proposed Agreement between the Municipality and a consultant prior to its execution. No reimbursable costs may be incurred on consultant agreements prior to the State's written approval.

That the Municipality shall insure that the burden, fringe, overhead and profit on any consultant agreement shall not exceed one hundred forty-five percent (145%) of salary costs. Also, the maximum hourly rate for principals in any consultant agreement shall not exceed Thirty-five Dollars (\$35.00) per hour including burden, fringe, overhead and profit. Travel costs shall be reimbursed at a rate of Twenty cents (\$.20) per mile. These maximum allowable costs as well as other parameters established for consultant agreements which must be complied with, when applicable, are contained in Office of Policy and Management's General Letter No. 80-5, dated May 28, 1980, which is incorporated herein by reference hereto.

(18) That with respect to all operations the Municipality performs and all those performed for the Municipality by subcontractors, the Municipality shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

SUPPLEMENTARY PROGRAM INFORMATION

FEDERAL

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

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

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

STATE

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

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

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

Appendix VI

State Project No. 148-172

Federal Aid Project No. STPN-2571(1)

Description: Agreement between the State of Connecticut and the Town of Wallingford for the construction, inspection and maintenance of Cook Hill Road and South Turnpike Road utilizing Federal funds from the Surface Transportation Program.

RESOLUTION

RESOLVED, that William W. Dickinson, Jr., Mayor be, and hereby is, authorized to sign the agreement entitled "Agreement Between the State of Connecticut and the Town of Wallingford for the Construction, Inspection and Maintenance of Cook Hill Road and South Turnpike Road utilizing Federal funds from the Surface Transportation Program."

ADOPTED BY THE _____ OF THE _____, CONNECTICUT, THIS _____ DAY OF _____ 1996.

Clerk _____ (Seal)

Date _____

RESOLVED:

That the Wallingford Town Council hereby authorizes the extension of the Resident Disposal Program Agreement dated March 30, 1993, between the Town of Wallingford and Wallingford Resident Disposal Inc. from its current expiration date of March 31, 1996 to February 28, 1997. Program operations during the extension period shall conform to the terms and conditions set forth in the Resident Disposal Program Agreement for the third year of operation.

Certified a true copy of a resolution duly adopted by the Town Council of the Town of Wallingford at its meeting on _____, and which has not been rescinded or modified in any way whatsoever.

Date

Town Clerk