

**AMENDMENT NO. 1
TO THE
MASTER MUNICIPAL AGREEMENT FOR CONSTRUCTION PROJECTS**

THIS AMENDMENT NO.1 TO THE MASTER MUNICIPAL AGREEMENT FOR CONSTRUCTION PROJECTS (“Amendment No. 1”) is entered into by and between the STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION (“DOT”) and the TOWN OF COLCHESTER (“Municipality”). The DOT and the Municipality may each be referred to individually as a “Party,” and collectively as the “Parties”).

WHEREAS, the Parties entered into Agreement No. 03.19-06(13) dated May 14, 2013 (“Master Agreement”) setting forth the responsibilities of the Parties relative to the ongoing administration and funding of municipal projects to construct roadways and other transportation-related facilities and structures that are eligible for government financial assistance over the duration of a ten-year term, expiring May 13, 2023;

WHEREAS, the Parties are preparing an updated master municipal agreement for construction projects to go in effect in succession to the Master Agreement;

WHEREAS, the Parties wish to extend the term of the Master Agreement until the effective date of the successor agreement to ensure there is no lapse in ability to issue PALs for projects; and

WHEREAS, the Commissioner is authorized to enter into this Amendment No. 1 pursuant to § 13a-98i and § 13a-165 of the Connecticut General Statutes.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. All capitalized terms used and not otherwise defined in this Amendment No. 1 shall have the meanings ascribed to them in the Master Agreement.
2. This Amendment No. 1 shall become effective upon execution by the Parties.
3. The Term of the Master Agreement shall extend for one (1) year through May 13, 2024, or until the effective date of the successor agreement, whichever occurs earlier (“Extension Term”).
4. If the Parties do not finalize a successor agreement by May 13, 2024, the Agreement shall expire. While in-progress PALs will remain in effect pursuant to Section 13.4(a), no new PALs shall be issued to the Municipality.
5. The Municipality shall comply with the State of Connecticut Required Provisions attached to this Amendment No. 1 and hereby incorporated into the Master Agreement as Schedule N.

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6. All other terms and conditions of the Master Agreement not explicitly modified in this Amendment No.1 remain in full force and effect.

The Parties execute this Amendment No. 1 by their duly authorized representatives on the date indicated.

**STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION
GARRETT EUCALITTO, COMMISSIONER**

By:	DocuSigned by: <i>Scott A. Hill, PE</i>	4/21/2023
	_____ Scott A. Hill, P.E. Bureau Chief Bureau of Engineering & Construction Duly Authorized	_____ Date

TOWN OF COLCHESTER

By:		4/21/23
	_____ Andreas Bisbikos First Selectman Duly Authorized	_____ Date

Schedule N

STATE OF CONNECTICUT REQUIRED PROVISIONS

For the purposes of this Schedule, references to “contract” or “Contract” mean the Master Agreement, and references to “contractor” or “Contractor” mean the Municipality.”

1. Audit Clause. Audit Requirements. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to CTDOT for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

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

3. Executive Orders and Other Enactments

As of the Effective Date of Amendment No. 1, Section 1 of Schedule K is deleted in its entirety and replaced with the following provision:

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

This Contract 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 Contract as if they had been fully set forth in it.

This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated

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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 Contract as if fully set forth in it.

4. Consulting Agreements Representation. Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are:

Description of Services Provided:

Is the consultant a former State employee or former public official? YES NO

If YES:

Name of Former State Agency

Termination Date of Employment