

BUS STOP ENHANCEMENT PROGRAM MASTER MAINTENANCE AGREEMENT

BETWEEN

STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION

AND

CITY OF NEW HAVEN

THIS BUS STOP ENHANCEMENT AGREEMENT (“Agreement”) is entered into as of the Effective Date (as hereinafter defined) by and between the State of Connecticut, Department of Transportation (“CTDOT”), acting herein by its Commissioner or duly authorized designee, and the City of New Haven (Municipality), acting herein by its duly authorized official, each a “Party,” and collectively the “Parties”.

RECITALS

WHEREAS, in an effort to standardize the appearance and functionality of Bus Stops in the State, CTDOT secured funding and initiated competitive procurements for both the design and installation of certain Enhancements at Bus Stops along CTDOT funded transit routes.

WHEREAS, City of New Haven has certain Bus Stops located along various transit routes as described in further detail in Exhibit A, attached hereto and made a part hereof;

WHEREAS, CTDOT has installed certain Enhancements at the Bus Stops as set forth in Exhibit A and desires to turn over ownership of the Enhancements to City of New Haven upon completion.

WHEREAS, in consideration for the design, procurement, and installation of the Enhancements at the Bus Stops, City of New Haven has agreed to accept ownership and management of the Enhancements at said Bus Stops, and be responsible for those certain items and standards set forth on Exhibit B at its sole cost and expense in accordance with the terms and conditions of this Agreement; and

WHEREAS, CTDOT has the authority, pursuant to Sections 13b-34 and 13b-38ff of the Connecticut General Statutes, as revised, to enter into this Agreement.

NOW, THEREFORE, subject to all the terms and conditions of this Agreement, and in consideration of the mutual covenants and agreements herein contained, CTDOT and Municipality agree as follows:

1. DEFINITIONS.

As used in this Agreement, the following terms shall have the following respective meanings:

- A. **ADA:** the Americans with Disabilities Act of 1990, Public Law 101-336.
- B. **Advertising:** Has the meaning given to it in Exhibit D.
- C. **Bus Shelter:** a structure providing shelter from the weather.

- D. Bus Stop:** a designated location, as set forth in Exhibit A, marked and serviced by a Transit District or public transit service provider where passengers are picked up and dropped off, and includes specific Enhancements, as defined herein.
- E. Claims:** 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.
- F. Cure Period:** Has the meaning given to it in Section 5.B.
- G. Effective Date:** Has the meaning given to it in Section 17.
- H. Enhancements:** Items installed or to be installed at a Bus Stop to improve customer comfort, convenience and security as well as the overall attractiveness of the Bus Stop and shall include all Transportation Amenities and Transportation Facilities as outlined in this Agreement.
- I. Environmental Laws:** 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.
- J. Event:** Has the meaning given to it in Section 7.
- K. Event of Default:** Has the meaning given to it in Section 5.A.
- L. FTA:** Federal Transit Administration.
- M. Hazardous Substances:** 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.
- N. Highway Right-of-Way:** Real property, reserved for State highway purposes, owned and controlled by CTDOT and containing the roadway, roadside, drainage systems or other appurtenances necessary for public travel.
- O. Maintenance Area:** The Bus Stop and the area within a 5-foot radius from it, including any Enhancements.
- P. Other Agreements:** Has the meaning given to it in Section 5.C.
- Q. Parties:** Municipality's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees, contractors or subcontractors, or any one of them or any other person or entity with whom the Municipality is in privity of oral or written contract and Municipality intends for such other person or entity to perform under the Agreement in any capacity.

- R. Plans:** The design, materials, installation details and specifications, included in Exhibit A attached hereto and incorporated herein, including the chemical or technical composition of any materials, paint, or other items used, and requirements of ongoing, continued maintenance and restoration for the Bus Stop and any Enhancements, as approved by CTDOT.
- S. Records:** All working papers and such other information and materials as may have been accumulated by Municipality in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.
- T. Safety Hazard:** Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
- U. State:** The State of Connecticut, including CTDOT and any office, department, board, council, commission, institution or other agency or entity of the State.
- V. Structural Repair:** On-site repair of damage to transit or non-transit property including Enhancements or other infrastructure that disrupts the operations of the service provider and adversely affects the structural strength, performance, or operating characteristics of the property **excluding** immediate removal prior to safe operation.
- W. Term:** Has the meaning given to it in Section 4.
- X. Transportation Amenity ("Amenity")** means an item approved by the DOT, in its sole discretion, for installation or construction as part of the Project that serves as a nonfunctional accessory or aesthetic element to the functional items of the Project, including but not limited to:
- (i) Advertisement applied or affixed to the structure or glass and the like.
 - (ii) Aesthetic objects and treatments including but not limited to artwork applied to the structure or glass.
 - (iii) Bench/lean rails/seating.
 - (iv) Bike racks/bike storage lockers.
 - (v) Concrete and associated items including, but not limited to tactile areas, boarding pads, sidewalks, and curb ramps.
 - (vi) Map cases/advertising panels/schedule holders.
 - (vii) Real Time Information Signs (RTIS).
 - (viii) Sign/signpost.
 - (ix) Solar lighting.
 - (x) Trash/recycling receptacles.
 - (xi) Wraps applied to the structure or glass.
- Y. Transportation Facilities ("Facility")** means any roadway, structure, building or other associated facilities, including, but not limited to, bus shelters, traffic control signals and hard-wired illumination.

2. MUNICIPAL WORK AT BUS STOP LOCATIONS: MAINTENANCE, REPAIR AND REPLACEMENT.

- A. The initial list of Bus Stops with Enhancements thereon in the Municipality as of the Effective Date is set forth in Exhibit A. The Parties agree that Exhibit A might require updating from time to time as existing Bus Stop locations are relocated or removed and/or new Bus Stop locations are identified. The Parties shall update the locations of the Bus Stops by mutual written consent signed by authorized representatives from each Party without the need for a formal amendment to this Agreement.
- B. The Municipality represents that prior to the addition of any Enhancements, other than those to be located within the State Highway Right of Way, it has sufficient easements, encroachment permits, or licenses to permit the installation of the Enhancements. The Municipality shall retain ownership of the Enhancements and shall not sell, transfer, lease or mortgage any portion of the Enhancements, except for leases to use the Enhancements for mass transit and related or incidental purposes. Any such leases shall be subject to the obligations of the Municipality under this Agreement.
- C. CTDOT shall install the Enhancements in accordance with all pertinent laws, ordinances, rules and regulations, whether Municipal, State, or Federal (including but not limited to the ADA).
- D. The Municipality shall, at its own cost and expense, promptly maintain and repair each Bus Stop with Enhancements as set forth in Exhibit B, in compliance and accordance with the following:
 - (i) the Plans as set forth in Exhibit A;
 - (ii) the maintenance standards set forth in Exhibit B attached hereto and made a part hereof, as may be amended from time to time;
 - (iii) FTA requirements, if applicable;
 - (iv) any directive or requirement by CTDOT; and
 - (v) All pertinent laws, ordinances, rules and regulations, whether State, Federal (including, but not limited to ADA), or municipal.
- E. The Municipality shall be permitted to sell advertising space on the Enhancements but only to the extent that revenue gained from advertisers is used to pay the costs of maintaining the Bus Stops in compliance with the standards set forth in Exhibit B. The Municipality shall ensure that the advertising content be aligned with community standards, as determined by Municipality . CTDOT reserves the right to prohibit advertising it finds to be objectionable. The Municipality shall remain fully liable for all of its duties and obligations under this Agreement, regardless of the existence of a maintenance contract with a third party.
- F. Municipality shall seek and obtain prior written permission from CTDOT for any, restoration, alteration, removal or other activities related to the Bus Stop that are set forth in this Agreement and waive any right to reimbursement of costs and expenses from CTDOT for any of these activities. Municipality shall complete any further maintenance, restoration, alteration, removal or other activities to CTDOT's sole satisfaction. Municipality acknowledges that CTDOT may inspect the Bus Stops at any time to ensure the Maintenance Area continues to conform with CTDOT's maintenance standards and policies.
- G. Municipality shall be responsible for repair and restoration, to CTDOT's satisfaction, of any damage to any State assets within the Maintenance Area, including, but not limited to, ADA accessible boarding areas, curbing, sidewalks, structures, vegetation, or any other appurtenances within the Highway Right-of-Way, caused by Municipality or its contractors while performing

under this Agreement. This provision shall survive the termination or expiration of this Agreement.

- H. Municipality shall provide and maintain competent and adequate engineering supervision for any repair and restoration work. If any mechanic's lien is filed against a Bus Stop, Municipality shall promptly notify CTDOT of such filing and cause the same to be canceled and discharged of record within ninety (90) days after the date of filing thereof.

3. **RELOCATION AND RESTORATION.**

In the event that CTDOT deems it advisable, convenient or necessary to (a) design, redesign, construct, reconstruct, install or maintain the Highway Right-of-Way, any drainage facility, sidewalk, utility, curbing or roadway, within the Maintenance Area or (b) relocate or remove a Bus Stop based on changes in transit needs, CTDOT shall be solely responsible for the cost and expense of carrying out the activities outlined in (a) and (b). Any relocation site proposed by CTDOT is not subject to Municipality's consent. This provision shall survive the termination or expiration of this Agreement.

4. **TERM.**

The term of this Agreement ("Term") shall commence on the Effective Date and continue until terminated as stated herein.

- A. CTDOT may terminate this agreement for any reason by giving the Municipality thirty (30) days Official Notice.
- B. The Municipality may request termination of this Agreement, and if determined by CTDOT in its sole discretion to be in the best interests of the Parties, CTDOT may approve the termination request by giving Official Notice to the Municipality specifying the extent to which performance of work under this Agreement is terminated and date upon which termination is effective.

5. **DEFAULT.**

- A. For purposes of this Agreement, a failure on the part of Municipality to perform any covenant or condition of this Agreement that Municipality is required to perform hereunder, or a breach of a representation or warranty by Municipality hereunder shall be deemed an "Event of Default."
- B. Upon the occurrence of any Event of Default by Municipality, CTDOT shall give notice to Municipality specifying such default. Following its receipt of such notice, Municipality shall have thirty (30) days to cure the default specified in the notice ("Cure Period") provided, however, that if such default is reasonably susceptible of cure but not within such thirty (30) day period and Municipality shall commence such performance within such thirty (30) day period and shall thereafter diligently pursue such performance, then CTDOT may extend the Cure Period for a reasonable period of time to allow the Municipality to complete such performance, but such extended Cure Period shall not exceed one hundred twenty (120) days after receipt of such notice.
- C. If the Municipality fails to fulfill the maintenance responsibilities set forth in Exhibit B, it may be disqualified, at CTDOT's sole discretion from any future federal or state government funded projects that impart maintenance responsibilities on the Municipality. In addition to other rights provided herein, CTDOT shall have all rights and remedies available at law or in equity, including the right to offset any reimbursable amounts due from Municipality under the Agreement with any amounts due to Municipality under any other agreements or arrangements that Municipality has with CTDOT ("Other Agreements"). If Municipality breaches, defaults or in any way fails to perform satisfactorily under any or all other Agreements with CTDOT, then CTDOT may, in its sole discretion, without more and without any action whatsoever required of CTDOT, treat any such event as an Event of Default.

6. **ENVIRONMENTAL LAW.**

Municipality shall comply strictly and in all respects with the requirements of the Environmental Laws in its performance pursuant to this Agreement. Municipality shall not allow others to store, generate or use any Hazardous Substances at, on, or under the Maintenance Area.

7. **ENVIRONMENTAL EVENT AND ENVIRONMENTAL RECORDS RETENTION.**

Municipality, for a period of ten (10) years following the date of termination of this Agreement, 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 Agreement, 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, Municipality shall notify CTDOT of same in writing. Said notification to CTDOT shall be in addition to, and not in lieu of, any and all other Record keeping and reporting requirements imposed upon Municipality by law. Upon written request by CTDOT, Municipality shall permit CTDOT to inspect any and all Records required to be maintained hereunder and promptly shall provide CTDOT with such copies of same as CTDOT may request in writing, at no cost to CTDOT. Municipality hereby waives any claim of privilege that may attach to said Records.

8. **INSURANCE.**

With respect to the operations performed by Municipality under the terms of this Agreement and also those performed by Municipality Parties, Municipality shall carry for the duration of this Agreement, and any supplements thereto, with CTDOT being named as an additional insured party for paragraphs (A) and (B) below, the following minimum insurance coverages at no direct cost to CTDOT. In the event Municipality secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (A) and/or (B) below, CTDOT and the State shall be named as an additional insured.

A. INSURANCE.

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

B. AUTOMOBILE LIABILITY.

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

C. RAILROAD PROTECTIVE LIABILITY.

When the Agreement involves work within fifty (50) feet of the Railroad Right-of-Way or State-owned rail property, with respect to the operations performed by Municipality and/or

Municipality Parties, Municipality shall carry Railroad Protective Liability insurance providing coverage of at least Two Million Dollars (\$2,000,000) for each accident or occurrence resulting in damages from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property, and subject to that limit per accident or occurrence, an aggregate coverage of at least Six Million Dollars (\$6,000,000) for all damages during the policy period, and with all entities falling within the following listed categories named as insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way (iv) CTDOT and the State, and (v) any other party with an insurable interest. If such insurance is required, Municipality shall obtain and submit the minimum coverage indicated above to CTDOT prior to the commencement of rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by CTDOT.

D. WORKERS' COMPENSATION.

With respect to all operations Municipality performs, and all those performed for Municipality by Municipality Parties, Municipality and Municipality Parties shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.

E. CERTIFICATE OF INSURANCE.

Municipality agrees to furnish to CTDOT a Certificate of Insurance on form(s) acceptable to CTDOT, in conjunction with Items A, B, C, and D above, fully executed by an insurance company or companies satisfactory to CTDOT, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. Municipality further agrees to notify CTDOT within five (5) business days of any cancellation or material insurance coverage change as required by this Agreement.

Municipality shall provide a copy or copies of all applicable insurance policies prior to the effective date of the Agreement and whenever requested by the State subsequent to the effective date of the Agreement. Municipality shall not begin performance under this Agreement until the policy(ies) are delivered to CTDOT and CTDOT acknowledges receipt of said policy(ies) and approves the commencement of work under this Agreement. In providing said policy(ies), Municipality may redact provisions of the policy(ies) that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement. CTDOT shall be entitled to recover under the insurance policy(ies) even if a body of competent jurisdiction determines that CTDOT or the State is contributorily negligent.

9. NOTICE.

Any official notice from one Party to another Party (or Parties) is not binding unless the following criteria are met:

A. The official notice must be sent via email with acknowledgement of receipt to:

(i) when CTDOT is to receive such notice -

DOT.BusStops@ct.gov

(ii) when Municipality is to receive such notice -

the person(s) acting herein as signatory for Municipality receiving such notice;

- B.** The official notice must contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

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

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

10. STATE OF CONNECTICUT REQUIRED PROVISIONS.

The Parties agree that this Agreement is made subject to each and every requirement contained in the "State of Connecticut Required Provisions" set forth on EXHIBIT C, attached hereto and incorporated herein.

11. ENTIRE AGREEMENT.

This Agreement, when fully executed by both Parties, constitutes the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties 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; and nothing contained in the terms or provisions of this Agreement shall be construed as waiving any of the rights of State under the laws of the State of Connecticut. Each recital and exhibit referred to in this Agreement shall be considered a part of this Agreement as if fully set forth herein. 12.

12. NO CHANGE OR MODIFICATION.

No change or modification of any of the covenants, terms or provisions hereof, will be valid unless in writing and signed by the Parties. Nothing herein shall prevent the Parties from amending this Agreement pursuant to the preceding sentence. There are no understandings or agreements of any kind between the Parties with respect to the subject matter hereof, verbal or otherwise, other than as set forth in this Agreement.

13. CONFLICT.

In case of conflict between the Agreement and terms or requirements of any other documents, the Agreement shall govern.

14. SEVERABILITY.

The provisions of this Agreement are severable and it is the intention of the Parties that if this Agreement cannot take effect in its entirety because of the final judgment of any court of competent jurisdiction holding invalid any part or parts thereof, the remaining provisions of the Agreement will be given full force and effect as completely as if the part or parts held invalid had not been included therein.

15. COUNTERPARTS.

This Agreement may be signed in counterpart copies, all of which, taken together, shall constitute but one and the same document.

16. **ELECTRONIC SIGNATURES.**

This Agreement may be executed by electronic signatures and such electronic signatures shall be deemed to be the original signatures of the Parties.

17. **EFFECTIVE DATE.**

This Agreement shall become effective and binding on CTDOT and Municipality as of the date it shall have been executed by both parties (the "Effective Date").

[Signature pages immediately follow.]

Agreement No. _____

The Parties have executed this Agreement by their duly authorized representatives on the date indicated.

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
Garrett T. Eucalitto, Commissioner

By: _____
Lisa Rivers
Transit and Ridesharing Administrator
Bureau of Public Transportation

Date: _____

CITY OF NEW HAVEN

By: _____
Name:
Its:

Date: _____

EXHIBIT A

(Project Description, Location of Bus Stops, List of Amenities and Associated Site Plans/Drawings)

Example Table

Unit	Stop Name	Stop ID	Latitude	Longitude	Project ID	Install Date*

*Install Date may not be determined upon the date this Agreement is signed and executed and will be updated at a future date pursuant to section A of TRANSIT DISTRICT WORK AT BUS STOP LOCATIONS: MAINTENANCE, REPAIR AND REPLACEMENT.

EXHIBIT B
Maintenance Standards

1. CTDOT’S RESPONSIBILITY

CTDOT’s responsibility to the Bus Stops is limited to the Bus Shelters only as follows: structural repairs or replacement of missing or broken parts **excluding** the temporary remedy of safety hazards, replacement of broken panels, or removal of Enhancements. In the event of a replacement of Enhancements including but not limited to Real Time Information Signs (RTIS), solar panels, lightning systems is required, CTDOT, at its discretion, will provide in kind replacement according to project/program plans.

2. MUNICIPALITY’S RESPONSIBILITY REGARDING BUS STOPS AND ENHANCEMENTS:

A. GENERAL MAINTENANCE STANDARD.

Municipality shall strive to keep Bus Stops clean, safe, accessible, and well-maintained as the Parties agree that properly maintained transit stops are crucial for improving both rider experience and the image of Connecticut’s bus transit services. Municipality shall retain maintenance records for a period of no less than three (3) years and provide CTDOT with such records upon request.

B. INSPECTION.

Municipality shall perform monthly visual inspections required for the timely notification of issues related to the condition of installed amenities. Structural damage or missing and broken parts should be reported to CTDOT within twenty-four (24) hours of discovery.

C. COMPLIANCE WITH APPLICABLE LAW.

Municipality shall pay all costs associated with routinely maintaining all Enhancements at a Bus Stop, including any costs necessary to comply with any Federal, State or local laws and regulations that are related to maintenance. Municipality shall maintain all Bus Stops, as listed in Exhibit A, in good operational condition, including the interior, exterior, lighting, and solar panels, and in accordance with any guidelines, directives, or regulations that a transit service provider or municipality may issue or have issued, if any. Any chemicals or soaps used for cleaning or weed removal shall be in compliance with Federal, State and local laws and regulations.

D. ROUTINE MAINTENANCE.

Municipality shall, at a minimum ensure that the following maintenance tasks are performed within the Maintenance Area when necessary:

(i) Cleaning

- a. Enhancements and associated aesthetic objects and treatments must be cleaned including the removal of all dirt, litter, graffiti, and pasted material, including unauthorized postings.
- b. A wash down of the Enhancements including a wipe down of any glass or plexiglass surfaces.

(ii) Trash and Litter Removal

- a. All trash and litter must be collected and removed including the removal of any dead animals.
- b. Trash and recycling regardless of quantities or fullness of bag must be removed.
- c. The provision of trash receptacle bags is the responsibility of Municipality.

(iii) Debris Removal

(iv) Grass, brush, trees, and shrubs must be trimmed or pruned of any obstructing foliage or overgrowth.

(v) Dust and dirt shall be swept.

(vi) Storm drainage appurtenances must be cleared.

(vii) Lighting Levels

- a. Lighting bulbs and ballasts must be in working order and replaced when needed to maintain lighting levels.
- b. Operational issues with solar components and the Real Time Information System are to be reported to CTDOT and the State funded transit service provider when discovered.
- c. Hard-wired electrical connection repairs and associated maintenance are the responsibility of Municipality.
- d. The proper maintenance and operation of all RTIS installed as part of Enhancements to the Bus Stops shall be responsibility of the transit provider in the Municipality's area.
- e. The payment of energy costs for the operation of all RTIS and illumination installed under this Agreement.

E. REPAIRS.

General repairs that do not pose safety concerns shall be completed by the Municipality within three (3) days of notice that a repair is needed. Damaged sidewalk, boarding pads and concrete within Maintenance Area should be repaired by Municipality.

F. SNOW AND ICE REMOVAL.

- (i) Snow and ice accumulation in, on, and around the Bus Shelters must be removed within twenty-four (24) hours after the cessation of a storm.
 - (a) A four (4) ft wide accessible path shall be cleared per ADA guidelines.
- (ii) Salt or equivalent traction control mixture shall be applied as appropriate.

G. SAFETY HAZARDS AND EMERGENCY REPAIR.

- (i) All safety hazards must be addressed immediately and reported to CTDOT within seventy-two (72) hours of discovery or notification of the issue.
 - (a) Broken paneling or materials must be removed from the Bus Shelter properly and replaced with a suitable alternative.
 - (b) Repair, replacement, or removal of items or material that pose a safety problem must be performed promptly or within seventy-two (72) hours of discovery or notification.

EXHIBIT C
State of Connecticut Required Provisions

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

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. DISCLOSURE OF RECORDS.

Intentionally omitted – Not Applicable.

4. ACCESS TO CONTRACT AND STATE DATA.

Intentionally Omitted – Not Applicable.

5. FORUM AND CHOICE OF LAW.

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided,

however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor 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.

6. TERMINATION FOR CONVENIENCE.

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

7. TANGIBLE PERSONAL PROPERTY.

Intentionally Omitted – Not Applicable.

8. INDEMNIFICATION.

- A.** Contractor 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) third party Claims arising, directly or indirectly, in connection with the Contract; 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 or this Contract. Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. Contractor's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights that may be included in the deliverables or performance, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, trade secrets, trademarks, articles or appliances furnished or used in the performance.
- B.** Contractor shall not be responsible for indemnifying, defending 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.** Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the acts of Contractor or any Contractor Parties. The State shall give Contractor reasonable notice of any such Claims.
- D.** Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the acts giving rise to the Claims or where the State is alleged or is found to have contributed to the acts giving rise to the Claims or both.
- E.** Contractor shall carry and maintain at all times during the Term of this Contract, and during the time that any provisions survive the Term of this Contract, sufficient commercial general liability insurance to satisfy its obligations under this Contract. Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. Contractor shall not begin performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.

F. This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

9. SOVEREIGN IMMUNITY.

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

10. SUMMARY OF STATE ETHICS LAWS.

Intentionally Omitted – Not Applicable.

11. AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS AND RECORDS.

Intentionally Omitted – Not Applicable.

12. CAMPAIGN CONTRIBUTION RESTRICTION.

Intentionally Omitted – Not Applicable.

13. PROTECTION OF CONFIDENTIAL INFORMATION.

For the purposes of this Section 13, the following definitions apply:

“Confidential Information” shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that CTDOT classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

“Confidential Information Breach” shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, CTDOT or State.

A. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

- B.** Each Contractor or Contractor Party shall develop, implement, and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of CTDOT or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- (i)** A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (ii)** Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (iii)** A process for reviewing policies and security measures at least annually;
 - (iv)** Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (v)** Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- C.** The Contractor and Contractor Parties shall notify CTDOT and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess, or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, CTDOT and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from CTDOT, any State of Connecticut entity or any affected individuals.
- D.** The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- E.** Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate (as defined in 45 C.F.R. § 160.103) of CTDOT.

14. EXECUTIVE ORDERS AND OTHER ENACTMENTS.

- A.** 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 the Client Agency's authority to require compliance with the Enactments.

- B. 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.
- C. This Contract 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 Contract as if fully set forth in it.

15. NONDISCRIMINATION.

Intentionally Omitted – Not Applicable.

16. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

Intentionally Omitted – Not Applicable.

17. IRAN INVESTMENT ENERGY CERTIFICATION.

Intentionally Omitted – Not Applicable.

18. 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

19. LARGE STATE CONTRACT REPRESENTATION FOR CONTRACTOR.

Intentionally Omitted – Not Applicable.

20. LARGE STATE CONTRACT REPRESENTATION FOR OFFICIAL OR EMPLOYEE OF STATE AGENCY.

Intentionally Omitted– Not Applicable.

21. COMPLIANCE WITH CONSUMER DATA PRIVACY AND ONLINE MONITORING.

Intentionally Omitted– Not Applicable.

EXHIBIT D
Bus Stop Advertising Parameters

The term “Advertising / Advertisements” is defined as, but not limited to, any notice or announcement promoting or soliciting products, services, events, or employment opportunities.

1. BUS SHELTER ADVERTISING LOCATIONS AND CONDITIONS.

The display of Advertising at a Bus Shelter and any Amenity shall be confined to the following applications:

A. DISPLAYS.

Bus Shelters or Amenities installed by CTDOT may contain areas for displaying Advertising such as display kiosks or advertising boxes (“Display / Displays”) that are either affixed to or replace shelter side panels. Displays generally have top or side-hinged doors and in most cases are located at the downstream side panel of the Bus Shelter. In most cases, Advertising may be placed facing both inwards and outwards in the Display solution.

B. VINYL APPLICATIONS.

Upon providing CTDOT prior notice, a Municipality may be permitted to apply a direct vinyl application or art wraps on all sides of the Bus Shelter, based on specific Bus Shelter configuration, geometry and location, as well as the specific needs of prospective advertisers and passengers. In most cases, advertising using either opaque or translucent perforated vinyl may be utilized on the downstream side panel, consistent with the location of most advertising displays. In addition, except in cases where the safety or experience of passengers will be compromised, translucent perforated vinyl applications may be used on the rear or upstream side panels, so long as no more than two of the four sides of the rectangular shelter space are obscured with advertising. In no event shall front or streetside panels be obstructed with Advertising. Advertising may be placed both on the Bus Shelter interior and exterior, facing both inwards and outwards respectively. Vinyl Advertising may not cover any passenger information content at the Bus Shelters, including maps, schedules or other communications from the area’s transit service provider, the State or local governments.

2. OPERATING REQUIREMENTS.

A. EXPENSES.

Municipality or their contracted third-party, at its own expense, will be responsible for posting Advertising signs, removing outdated or damaged signs and any signs rejected by CTDOT, Municipality, or transit service provider.

B. RELOCATION.

CTDOT shall have the right to relocate Bus Shelters at any time. Municipality acknowledges that CTDOT does not guarantee any specific site for Advertising at a Bus Shelter for the duration of any Bus Shelter’s useful life. CTDOT shall also have the right to, for any reason, require Municipality to remove or relocate Advertising, at Municipality’s sole cost, from any Bus Shelters or Amenities when a relocation is scheduled.

C. **INTERFERENCE.**

Installation and ongoing maintenance of Advertising signs and other necessary activities as described in Exhibit B that will be performed by the advertiser, to the extent possible, shall not interfere with bus operations, passenger's use of Bus stops or Shelters or local zoning requirements or restrictions. Otherwise, public access to the Bus Shelters shall be available at all times.

D. **CONDITION.**

All Advertising shall be printed and displayed in a **neat and workman-like manner**. Municipality or its contracted third party advertiser shall maintain all displayed Advertising so as to insure its neat appearance, and promptly remove all Advertising that is worn or otherwise unsightly in appearance. CTDOT reserves the right to require Municipality to promptly remove, at Municipality's sole cost and expense, any Advertising which, in the opinion of CTDOT, is unsightly in appearance or dated past the final date of an event or offer.

3. CHARACTER AND PROPRIETY OF ADVERTISEMENTS.

Municipality shall not accept or display any advertising that is political in nature, or for any intoxicating or alcoholic beverage, marijuana/cannabis and associated dispensaries or paraphernalia, adult magazines, sex toys, fireworks, illegal drugs, weapons of any kind, or any products or services considered similar to the items listed herein, or prohibited by any applicable legal requirement.

Municipality may accept advertising for products, services, businesses and industries including the craft beverage industry, and those that promote Connecticut, Municipality, local attractions, and tourism. Municipality shall not allow any advertisement to use the trademarks, symbols or trade name or names of CTDOT, the State or any agency of the State, directly or indirectly, without the prior written approval of CTDOT.

CTDOT also expressly reserves the sole right to remove any advertisement that may be construed to reflect its support for a particular product, service, idea, political viewpoint or point of view. CTDOT reserves the right to reject any Advertising it finds to be objectionable.

Municipality shall immediately remove any Advertisements, at its sole cost and expense upon written demand of CTDOT, that do not comply with the guidelines established in this Agreement. If such matter is not removed within two (2) workdays of receipt of the written demand, CTDOT or its authorized representative may remove said material or display and charge the municipality for the costs of removal. CTDOT or its authorized representative shall not in any way be held responsible or liable for any damage to the materials so removed.