

**Request for Qualifications (RFQ) For  
Eastside-Westside Connectivity and Rail Mitigation Project**

**Consulting Services to Provide Planning Activities for a  
Pedestrian Connection, Naugatuck, CT**

**FY26-B131**



Issued By:

**BOROUGH OF NAUGATUCK**

Department of Public Works  
229 CHURCH STREET  
NAUGATUCK, CT 06770

Borough of Naugatuck Request for Qualifications  
Eastside-Westside Connectivity and Rail Mitigation Project

**Borough of Naugatuck**  
**LEGAL NOTICE**

REQUEST FOR Qualifications

The Borough of Naugatuck is seeking request for qualifications (RPQ) for Consulting Services to Provide Planning Activities for a Pedestrian Connection Naugatuck, CT, FY26-B131

Sealed Responses will be received by the Purchasing Agent for the Borough of Naugatuck, Accounting Dept. Basement, Town Hall, 229 Church Street, Connecticut, 06770 until July 10, 2025 at 11:00 AM local time after which no additional qualifications will be accepted.

Immediately following the above time and date sealed Submissions will be publicly opened at the Town Hall at the Borough of Naugatuck, Dept, 229 Church Street, Naugatuck, CT 06770 and read aloud via Zoom.

Please follow link below to access scheduled RFQ Submission opening.

Join Zoom Meeting

<https://us06web.zoom.us/j/6761116286?pwd=JEzCAEJloet3nV2NV0o0oviSbAGanu.1&omn=82171611818>

Meeting ID: 676 111 6286

Dial by your location

- +1 646 518 9805 US (New York)
- +1 929 205 6099 US (New York)

Meeting ID: 676 111 6286

Find your local number: <https://us06web.zoom.us/j/6761116286>

The RFQ document may be examined and obtained at no cost from the Borough of Naugatuck web site <http://www.naugatuck-ct.gov>. All RFQ Submitters must check the Borough web site within four (4) days of the scheduled submission opening to check for addenda.

The right is reserved by the Borough of Naugatuck to reject any or all RFQs, to waive any informalities or defects in submissions and to make such time extensions as may be necessary in order to review and compare submissions, to obtain such supplemental information as may be necessary to review submissions and to accept submission(s) that, in the judgment of the Borough of Naugatuck, will be in the Borough's best interest.

The Borough of Naugatuck is an affirmative action/equal opportunity employer MBE's, WBE's and SBE's are encouraged to apply.

## **Request for Qualifications from Consultants/Contractors to Provide Planning Activities for a Pedestrian Connection**

### **SECTION 1 GENERAL INFORMATION AND REQUIREMENTS**

#### **1.1 General Information**

The Borough of Naugatuck (BON) seeks Statements of Qualifications and expressions of interest from consultants (“Contractor”) with proven expertise in Pedestrian Connection Planning, Pedestrian Bridge Design, Transit Oriented Development (“TOD”) Planning, Transportation Planning, Traffic Studies, Benefit Cost Analysis Reports, GIS, Cost Estimates and Cost Control, Community Outreach and Public Presentations, Design and Planning in Support of NEPA/FEMA, Planning in support of a transportation project’s anticipated environmental, public health, and community impacts, railroad design coordination, land survey, geotechnical, and subsurface investigation planning. The Borough of Naugatuck seeks consultants with proven expertise in downtown transportation planning, intimate knowledge of innovative TOD funding, as well as intimate knowledge with both State and Federal transportation and TOD-related programs and funding sources. Respondents should have a knowledge in Hydraulic Modeling, relevant environmental and transportation permitting.

#### **1.2 Background**

In 2024, the Borough of Naugatuck applied for, and received, a \$652,800 Federal United States Department of Transportation Reconnecting Communities and Neighborhoods award, with a \$163,200 local municipal match. The project, totaling \$816,000 and consisting of municipal and federal funds, focuses on expanding the Borough’s downtown core to the east, linking together the Waterbury Branch of the New Haven Rail Line, the Connecticut Route 8 Highway, the Naugatuck River, and the Naugatuck River Greenway Trail.

The proposed project (“Borough of Naugatuck Eastside-Westside Connectivity and Rail Mitigation Project”) will provide planning funds for a pedestrian connection that ties together the adaptive reuse of over 20 acres of brownfields in the BON’s downtown core, including the construction of transit-oriented, mixed-rate/affordable housing. The proposed concept brief for such a connection includes a concrete underpass ~60 feet in length that tunnels beneath the Metro North Railroad Line, with an ~183-foot pre-fabricated pedestrian bridge spanning the length of the Naugatuck River. Such a pedestrian connection would address current transportation deficiencies as a result of the rail line, while establishing an active transportation link between the two neighborhoods.

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Residents are currently disconnected from each other and their river as a result of the rail line facility. Ease of access and public health and safety remain areas of concern as a result of the existing facility. Planning funds would be utilized for public engagement, conceptual and preliminary design activities, planning studies & activities, and design and planning in support of the environmental review process. As such, this is a planning project; the outcomes of which will support future grant applications for construction.

The project will complement an over \$250 million State and Federal investment in the Waterbury Branch of the New Haven Rail Line. A project is underway by the State's Department of Transportation ("CTDOT") to relocate the BON's current rail line platform, located on the Waterbury Branch. Design has begun, with construction anticipated to begin early 2025. The new rail line platform will be located on the northern portion of a former brownfield parcel known as "Parcel B," where a transit-oriented, adaptive reuse development project is underway to construct 180 new affordable housing units. Less than 500 feet south, at "Parcel A" a developer has been selected to convert an existing building on a former brownfield site into 270-market rate residential units. Parcels A and B are located to the west of the Naugatuck River, with the Metro North Rail Line tracks acting as easterly boundaries to the project sites.

The Borough of Naugatuck is seeking to select a consultant for preparation of the planning documents, including conceptual and preliminary designs, railroad design coordination and other planning documents.

### **1.3 Preliminary Scope of Services**

#### **Task 1 – Conceptual and Preliminary Designs**

The Submitter ("consultant") will provide a conceptual & master plan for the project, consisting of preliminary drawings, renderings, and cost estimates. This line item also includes railroad design coordination, as CTDOT's Office of Rail and Metro-North officials will need to be included during the design phase of this project in order to ensure regulatory compliance.

- A. Conceptual Designs
- B. Preliminary Designs
- C. Railroad Design Coordination (Metro North, CTDOT, USDOT, others as applicable)

#### **Task 2 – Planning Studies & Activities**

- A. Traffic Study – Generate a Report of the current traffic patterns, as well as potential impacts of the pedestrian connection, on downtown traffic patterns.
- B. Pedestrian Study - Generate a Report of the current pedestrian walking patterns, as well as pedestrian counts as required.
- C. Determination of required property takings and easements require.



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- D. Benefit Cost Analysis (BCA) Report – Generate an economic Benefit Cost Analysis report, showcasing the project’s anticipated economic impact.
- E. Planning Study of Project’s Anticipated Environmental, Public Health, and Community Impacts
- F. Planning Study of Project’s Anticipated Impact on Safety, including pedestrian, vehicular, or other safety.
- G. Land Survey, Geotechnical, and subsurface investigation planning
- H. Coordination with the NVCOG and the Consultant selected for the design of the adjacent proposed greenway/riverwalk.

**Task 3 – Design & Planning in Support of Environmental Review Process**

- A. Planning and Design in Relation to NEPA, FEMA, and other permitting requirements, including HYDRAULIC MODELING.

**1.4 Schedule**

This project will need to be completely closed out between the Borough of Naugatuck and the United States Department of Transportation before 6/30/2026.

**1.5 Clarifications and Interpretations**

- a. All questions and inquiries shall be directed to:

James R. Stewart P.E. & L.S.  
Director of Public Works  
229 Church Street  
Naugatuck Ct, 06770  
(203) 720-7071  
[jstewart@naugauck-ct.gov](mailto:jstewart@naugauck-ct.gov)

- b. Questions must be submitted at least 1 week prior to receipt date.  
All firms interested in responding and receiving Clarifications and Interpretations must submit contact information by e-mail to [jstewart@naugauck-ct.gov](mailto:jstewart@naugauck-ct.gov)
- c. All significant questions and responses will be disseminated to the registered respondents as soon as possible.

**1.6 Submission of Qualifications**

Qualifications (“submissions”) will be accepted until 11 a.m. July 10, 2025. All qualifications must be clearly marked on 1 large envelope entitled: “Borough of Naugatuck Eastside-Westside Connectivity and Rail Mitigation Project Qualifications”.

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Late submissions will not be accepted. Qualifications shall be directed to:

James R. Stewart P.E. & L.S  
Director of Public Works 229 Church Street  
Naugatuck Ct, 06770  
(203) 720-7071  
jstewart@naugatuck-ct.gov

### **1.7 Evaluations and Qualifications**

A five-person panel (members to be determined) will invite the most qualified firms for interviews. Interviews will be scheduled with up to five firms. The successful candidate will clearly present verifiable qualifications, experience and knowledge regarding all aspects of Pedestrian Connection Planning, including but not limited to relevant Federal and Connecticut law, policies and guidelines, relevant CT and Federal Administrative rules.

Qualification will be rated with the following criteria:

1. Past experience
2. Project understanding
3. References
4. Firm/Team Qualifications
5. Knowledge of Federal, State and Local, Laws Regulations and Procedures.
6. Knowledge of USDOT funding source requirements and regulations.
7. Other criteria as determined by the interview panel

Weighting criteria will be determined by the panel.

It is the intent of Borough of Naugatuck to negotiate a contract with the most technically qualified consultant provided that their performance records are acceptable and the negotiated cost for services is fair and reasonable, considering the estimated value, scope, complexity and professional nature of the services to be rendered.

### **1.8 Borough of Naugatuck's Reservation of Rights**

The Borough of Naugatuck reserves the right to waive any informalities or to reject any or all Submissions. The Borough of Naugatuck reserves the right to reject any submissions if they show any omission, alteration of form, additions not called for, conditional submissions, or irregularities of any kind. The Borough of Naugatuck reserves the right to reject any or all submissions or to accept any submissions, should it deem it to be in the best interest of the Borough.

### **1.9 Reimbursement for Costs**

It is the responsibility of the respondents to pay for all costs associated with submitting qualifications and submissions. The Borough of Naugatuck shall not reimburse any costs.

### **1.10 Insurance Requirements**

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Before execution of the Contract, the Consultant will be required to file with the Borough of Naugatuck a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Borough of Naugatuck shall name the Borough of Naugatuck, State of Connecticut, and the United States Department of Transportation (Federal Highway Administration – FHWA) as additional insured parties on the form furnished with these specifications. The “Certificate of Insurance” shall state that at a minimum, with respect to the contract, the Consultant carries insurance in accordance with the requirements and stipulations as exemplified in the attached standard insurance agreement. The coverage amounts and required insurances shall be identical to that of the standard insurance agreement hereto attached and will include but is not limited to, workmen’s compensation insurance, automobile liability insurance, professional errors and omission.

**Insurance Requirements shall be in alignment with United States Department of Transportation Federal Highway Administration requirements, as required by the grant funding source.**

- a. Unless requested otherwise by the Borough of Naugatuck, the Consultant and its insurer shall not assert the defense of governmental immunity in the adjustment of claims or in the defense of any claim or suit brought against the Borough of Naugatuck, the State of Connecticut, and the United States Department of Transportation (FHWA). The Consultant shall assume and pay all cost and billing for premiums and audit charges earned and payable under the required insurance.
- b. Termination or change of Insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Borough of Naugatuck by certified mail at least thirty (30) days in advance of termination, or any change in the policy. No such change shall be made without prior written approval of the appropriate Officials.
- c. Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the Borough of Naugatuck, State of Connecticut, and United States Department of Transportation (FHWA) against all damages, even if groundless.
- d. Compensation: There shall be no direct compensation allowed for any premium or other change necessary to take out and keep in effect all insurance or bonds, but the cost thereof shall be considered included in the general cost of the work.

### **1.11 Signature Requirements**

Submissions must be signed by a duly authorized official of the firm. Consortiums, joint ventures, or teams submitting an RFQ will not be considered unless it is established that all contractual responsibility rests solely with one consultant or one legal entity, which shall not be a subsidiary or affiliate with limited resources. Each submission should indicate the entity responsible for execution on behalf of the team.

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**1.12 Federal Funding Requirements**

Under this grant, federal funding requirements include, but are not limited to:

- a. Minimum Wage Rates – Minimum Wage Rates, as pre-determined by the United States Secretary of Labor, in accordance with 23 U.S.C. 113 are applicable to this project.
- b. Buy America - Contracts that will include construction materials are subject to domestic preference requirements under the Build America, Buy America Act. Although likely not applicable under this contract as it focuses on planning, Federal funding may be subject to the following provisions (“Buy America”) 23 U.S.C. 313, 2 C.F.R. 200.322, as well as the Build America, Buy America Act.
- c. Small and Disadvantaged Business Requirements – This project is subject to 2 C.F.R. 200.321 (“Contracting with small businesses, minority businesses, women’s business enterprises, veteran-owned businesses, and labor surplus area firms”).
- d. 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964
- e. 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance
- f. All federal funding requirements for the identified funding source shall be observed by the selected consultant. The selected consultant will have knowledge of Federal USDOT FHWA funding requirements. Applicable Federal Laws and Regulations can be found in the attached document entitled “Exhibits to FHWA Grant Agreements.” Additionally, applicable federal laws and regulations can be found in the additional attached FHWA general terms and conditions document.

**1.13 Attachments**

- A. Certificate of Non-Collusion
- B. Naugatuck Vendor form
- C. Naugatuck Standard Insurance Agreement
- D. RCP FY23 FHWA General Terms and Conditions
- E. Exhibits to FHWA Grant Agreements
- F. Borough Project Renderings

**SECTION 2 QUALIFICATIONS SUBMISSION**

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## **2.1 Statement of Interest**

Consultants shall submit a one-page maximum cover letter/letter of interest followed by a table of Contents. Any exceptions to the submission shall be disclosed in the cover letter. The letter shall be addressed to:

James R. Stewart P.E. & L.S.  
Director of Public Works  
229 Church Street  
Naugatuck Ct, 06770  
(203) 720-7071  
jstewart@naugauck-ct.gov

## **2.2 Prime Firm/Company**

Consultants shall submit a brief response to the following items:

- a. Firm History
- b. Leadership
- c. Location(s)
- d. Philosophy
- e. Resumes
- f. Services Provided

## **2.3 Project Team**

- a. Organizational Chart
- b. Consultant/Sub firm Profiles
- c. Consultant/Sub Resumes
- d. Team Experience Matrix (Who on the team has worked together on what projects?)
- e. Project Team Management Approach

## **2.4 Representative Projects**

The consultants shall provide information on representative projects active within the last 5 years. The maximum number of projects submitted shall be Five (5). Representative projects shall be relevant as to project type, size, cost or Team.

## **2.5 References**

The consultants shall provide a list of references for the representative projects listed in Section 2.4

## **2.6 Best Practices**

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- a. Project approach

**2.7 Firms/Teams Availability to Provide Service**

The consultants shall provide a statement that the Project Team provided in Section 2.3 will be utilized for the project. Any change in team members shall be subject to the approval of the Borough of Naugatuck.

**2.8 Licenses & Certifications**

The consultant shall provide copies of all applicable licenses and certifications.

**2.9 Litigation Statement**

- a. Provide details of all past or pending litigation of claims filed against your company that would affect your company's performance under a contract with the Borough of Naugatuck.
- b. Provide a claims history under professional malpractice insurance for the past five (5) years of the Prime Firm and any team members proposed.

**2.10 Financial Statement**

- a. Provide details concerning any current default on any loan agreement or financing agreement with any bank financial institution, or other entity.

**2.11 Additional Information**

**2.12 Brochures**

**SECTION 3 FORMAT FOR SUBMISSION**

**3.1** Packages shall follow the format provided in Section 2. Tabs or dividers shall be used to separate sections of the report.

**3.2** Five (5) original hard copies of the submission and one digital copy in a .pdf format must be submitted; no fax or email submissions will be accepted.

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**ATTACHMENT A**  
**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this request for qualification submission has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Person Signing Submission

\_\_\_\_\_  
Name of Business

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**ATTACHMENT B**  
**Naugatuck Vendor Form**



**BOROUGH OF NAUGATUCK**229 Church Street  
Naugatuck, CT 06770**VENDOR APPLICATION FORM****VENDOR INFORMATION**

<b>COMPANY / FIRM NAME</b> as shown on Federal Tax Return		<b>VENDOR ID.</b> If applicable
<b>ALTERNATE NAME</b> if applicable/(doing business as)		<b>TAX ID NUMBER</b> FEIN OR SSN
<b>VENDOR ADDRESS</b>		
<b>PAYMENT ADDRESS</b> if different from above		
<b>PO MAILING ADDRESS</b> if different from above		
<b>PHONE</b>	<b>FAX</b>	<b>WEBSITE</b>
<b>POINT OF CONTACT FOR SALES - NAME &amp; TITLE</b>		<b>POINT OF CONTACT EMAIL</b>

**ORGANIZATION TYPE** (Please submit completed W9)

<input type="checkbox"/>	C Corporation	<input type="checkbox"/>	Individual/Sole Proprietor or Single Member LLC	<input type="checkbox"/>	Trust/estate
<input type="checkbox"/>	S Corporation	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Limited Liability Company. (C=Corp, S=S Corp, P=Partnership)
<input type="checkbox"/>	Other				

**VENDOR TYPE**

<input type="checkbox"/>	SERVICE	Type of Service	
<input type="checkbox"/>	PRODUCT	Type of Product	
<input type="checkbox"/>	BOTH		

**SERVICE VENDORS**Where will the Service be performed: ☐ Borough Property ☐ Vendor's location

Is a State License required to perform work in the State of Connecticut? If Yes:

☐ YES☐ NO

Type of License for Business: (Electrical, Mechanical, HVAC, etc.)

Credential Number (also provide a copy of current license)

\*\*Also provide individual license copy for employees performing work onsite(i.e. Electrical license, HVAC, etc)

NOTE: Service Vendors require a COI to be submitted to Purchasing, as well as a signed Insurance Agreement

**DEPARMENT USE ONLY**

Expected Annual Purchase \$\$ \_\_\_\_\_

Anticipated Purchase Authority \_\_\_\_\_ (reason for adding vendor)

Which line item from your GL will this Vendor fall under?

Will we be processing payments for this Vendor?

☐ YES☐ NO

Documents obtained: \_\_\_\_\_ W9 \_\_\_\_\_ COI \_\_\_\_\_ Signed Insurance Agreement

**ATTACHMENT C**  
**Naugatuck Insurance Agreement**

## BOROUGH OF NAUGATUCK: INSURANCE REQUIREMENTS

### 1. Indemnification and Insurance

\_\_\_\_\_ ('The Contractor') shall indemnify, defend and hold harmless the Borough of Naugatuck, its officials, officers, employees and designees caused in whole or in part to the fullest extent permitted by law from and against any and all claims, suits, actions, obligations, liabilities, damages, losses or injury (including the resulting death of a person), penalties, and expenses (including reasonable attorneys' fees) to the extent arising out of the performance of this Agreement or due to the Contractor's negligence or willful misconduct or omissions of the Contractor or its employees, agents, subcontractors or representatives.

Prior to the commencement of the work, and until final completion and acceptance of the work, the Contractor shall procure and maintain the following types of insurance and maintain all insurance coverage for the life of the contract, from an insurance company or companies with an A.M. Best Rating of A- (IX) or better licensed to do business in the state of Connecticut.

Evidence of insurance, with adequate limits of liability, shall be furnished to the Borough. Such evidence shall be in the form of a formal certificate of insurance properly executed by a licensed representative of the participating insurers and must contain a clause granting at least thirty (30) days prior written notice to the Borough of intent to affect cancellation, non-renewal, or other material change which may have an adverse effect on the policies of insurance referred to in the certificate.

The Borough expressly retains the right via endorsement to recover and/or subrogate for any and all damages caused by or resulting from the products or work of the Contractor or subcontractors. Where applicable, policies shall also be endorsed to include a Waiver of Subrogation in favor of the Borough, as well as name the Borough as an additional insured on a primary and non-contributory basis. The Contractor must require that all subcontractors, agents, and assigns procure and maintain insurance protection comparable to that required of the Contractor including additional insured status and waiver of subrogation requirements.

In the event of a dispute with respect to contract terms and conditions, this agreement and all of its terms and conditions, including but not limited to insurance and indemnification requirements, takes precedence over all other agreements.

**Limitation of liability of any form by the Contractor or subcontractors is expressly forbidden. It's expected that the Contractor will expose the full limits under their insurance policies. These are only the minimum requirements to do business with the Borough.**

- A. *Workers Compensation:* The Contractor shall provide workers compensation and employer's liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$500,000 each accident by bodily injury; \$500,000 each accident by disease and a policy limit of \$500,000.

Such policy shall include a broad form "all states" endorsement in the event the operations require any interstate involvement as respects employers-employee relationship.

- B. *Commercial General Liability Insurance:* The Contractor shall provide commercial general liability insurance policy that includes products, operations and completed operations as

follows: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000.

- C. *Commercial Automobile Insurance*: The Contractor shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit. Such coverage shall also include hired and non-owned automobile coverage.
- C. *Umbrella Liability Insurance*: The Contractor shall provide commercial umbrella liability with limits no less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate which shall be following form, without restriction or limitation, providing coverage over items (A), (B), (C), as noted above on a primary and non-contributory basis.
- D. *Professional Liability*: The Contractor shall provide professional liability covering errors, omissions. Such insurance shall be in an amount no less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate. If such insurance is written on a claims-made basis, the Contractor shall maintain such coverage continuously throughout the term of the work for a period of three (3) years following acceptance of the work by the Borough.

The Contractor shall not commence Work under the Contract until all insurance required has been procured and approved by the Borough nor shall the Contractor allow any of its subcontractors to commence Work until comparable insurance has been procured and approved by the Borough. Notwithstanding the foregoing, Contractor shall be liable for the actions and inactions of subcontractors who perform Work pursuant to this RFP and subsequent contracts.

The Contractor shall advise all their insurers of the contract provisions regarding insurance. The failure of the Contractor to notify insurers of the contract provision shall not relieve the Contractor from its insurance obligations under the Agreement. Non-fulfillment of the insurance provisions shall constitute a breach of this agreement and the Borough of Naugatuck retains the right to stop work until proper evidence of insurance is provided.

Signed by Contractor:

Date:

---

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Address:

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Signed by Borough:

Date:

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**ATTACHMENT D**

**RCP FY23 FHWA General Terms and Conditions**

**U.S. DEPARTMENT OF TRANSPORTATION**  
**GENERAL TERMS AND CONDITIONS UNDER THE FISCAL YEAR 2023**  
**RECONNECTING COMMUNITIES PILOT PROGRAM (RCP):**  
**FHWA PROJECTS**

Revision date: October 1, 2024

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## GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021) (the “**IIJA**”) made funds available to the United States Department of Transportation (the “**USDOT**”) for fiscal year 2023 to carry out IIJA div. A § 11509, Reconnecting Communities Pilot (RCP) Program, by providing Federal financial assistance to projects that restore community connectivity by: studying the feasibility and impacts of removing, retrofitting, or mitigating transportation facilities that create barriers to community connectivity due to design factors; conducting planning activities necessary to design projects to remove, retrofit, or mitigate those facilities; and conducting construction activities necessary to carry out projects to remove, retrofit, or mitigate those facilities. The USDOT program administering those funds is the Reconnecting Communities and Neighborhoods Program (the “**RCN Program**”). These General Terms and Conditions apply specifically to **RCP** Program awards.

On June 30, 2023, the USDOT posted a funding opportunity at Grants.gov with funding opportunity title “Reconnecting Communities Pilot Discretionary Grant Program” and funding opportunity number DOT-RCP-FY23-01. The notice of funding opportunity posted at Grants.gov, as amended on August 21, 2023, (the “**NOFO**”) solicited applications for Federal financial assistance under the fiscal year 2023 RCN Program. On March 13, 2024, the USDOT announced application selections under the NOFO.

These general terms and conditions are incorporated by reference in a project-specific agreement under the fiscal year 2023 RCN Program. The term “Recipient” is defined in the project-specific portion of the agreement. The project-specific portion of the agreement includes schedules A through J. The project-specific portion of the agreement may include special terms and conditions in project-specific articles.

### ARTICLE 1 PURPOSE

**1.1 Purpose.** The purpose of this award is to fund an eligible project to restore community connectivity by: studying the feasibility and impacts of removing, retrofitting, or mitigating an existing eligible facility; conducting planning activities necessary to design a project to remove, retrofit, or mitigate an existing eligible facility; or conducting construction activities necessary to carry out a project to remove, retrofit, or mitigate an existing eligible facility. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Technical Application, as modified by schedule D.

In this section, the term “eligible facility,” is used as defined at IIJA div. A § 11509(a)(1).

## ARTICLE 2 USDOT ROLE

### 2.1 Division of USDOT Responsibilities.

- (a) The Office of the Secretary of Transportation is responsible for the USDOT's overall administration of the RCN Program, the approval of this agreement, and any modifications to this agreement under section 15.1.
- (b) The Federal Highway Administration (the “**FHWA**”) will administer this agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means the FHWA.

### 2.2 USDOT Program Contacts.

If the Capital-Planning Designation in section 1 of schedule F is “Planning”:

FHWA RCP Program Manager—Planning Grants  
Kenneth Petty  
Federal Highway Administration  
Office of Planning, Environment, and Realty  
1200 New Jersey Avenue SE  
Room E72-330  
Washington, DC 20590  
(202) 366-6654  
[Kenneth.Petty@dot.gov](mailto:Kenneth.Petty@dot.gov)

If the Capital-Planning Designation in section 1 of schedule F is “Capital Construction”:

FHWA RCP Program Manager—Capital Construction Grants  
Karen Perritt  
Federal Highway Administration  
Office of Planning, Environment, and Realty  
1200 New Jersey Avenue SE  
Room E76-326  
Washington, DC 20590  
(202) 366-9482  
[karen.perritt@dot.gov](mailto:karen.perritt@dot.gov)

And for all awards under the RCP Program:

OST RCP Program Manager  
United States Department of Transportation  
Office of Infrastructure Deployment (OST P-40)  
1200 New Jersey Avenue SE  
Washington, DC 20590  
[ReconnectingCommunities@dot.gov](mailto:ReconnectingCommunities@dot.gov)

## **ARTICLE 3 RECIPIENT ROLE**

### **3.1 Statements on the Project.** The Recipient states that:

- (1) all material statements of fact in the Technical Application were accurate when that application was submitted; and
- (2) schedule E documents all material changes in the information contained in that application.

### **3.2 Statements on Authority and Capacity.** The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) it has the legal authority to complete the Project;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (4) it and any project partners have committed the non-RCP Funds listed in section 3 of schedule D to fund the Project or otherwise account for the required cost share;
- (5) it has sufficient funds available to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and
- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 3 and in section 20.7 on behalf of the Recipient.

### **3.3 USDOT Reliance.** The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Technical Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Technical Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Technical Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

### **3.4 Project Delivery.**

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all Federal laws, regulations, and policies that are applicable to projects of the Administering Operating Administration.

### **3.5 Rights and Powers Affecting the Project.**

- (a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.
- (b) The Recipient shall act promptly, in a manner acceptable to the USDOT, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

### **3.6 Notification of Changes to Key Personnel.** The Recipient shall notify all USDOT representatives who are identified in section 5 of schedule A in writing within 30 calendar days of any change in key personnel who are identified in section 4 of schedule A.

### **3.7 Subaward to Designated Subrecipient.** If section 9 of schedule A identifies a Designated Subrecipient:

- (1) the Recipient hereby awards a subaward to the Designated Subrecipient for the purpose described in section 1.1;
- (2) the Recipient and the Designated Subrecipient may enter into a separate agreement, to which the USDOT is not a party, assigning responsibilities, including administrative and oversight responsibilities, among the Recipient and the Designated Subrecipient; and
- (3) for the purpose of 2 C.F.R. parts 200 and 1201, the Recipient is a pass-through entity.

### **3.8 Designated Subrecipient Statements and Responsibilities.** If section 9 of schedule A identifies a Designated Subrecipient:

- (1) the Designated Subrecipient affirms all statements and acknowledgments that are attributed to the Recipient under sections 3.1 and 3.2; and
- (2) the Designated Subrecipient assumes the Recipient's reporting obligations under article 7.

## **ARTICLE 4**

### **AWARD AMOUNT, OBLIGATION, AND TIME PERIODS**

**4.1 Federal Award Amount.** The USDOT hereby awards an RCN Grant to the Recipient in the amount listed in section 1 of schedule D as the RCN Grant Amount.

**4.2 Federal Funding Source.**

- (a) If section 3 of schedule F identifies the Funding Source as “Trust Fund,” then the RCN Grant is from RCP Program funding that was made available for fiscal year 2023 at IJJA div. A § 11101(d)(3).
- (b) If section 3 of schedule F identifies the Funding Source as “General Fund,” then the RCN Grant is from RCP Program funding that was appropriated for fiscal year 2023 in IJJA div. J, tit. VIII, at paragraph 7 under the heading “Department of Transportation—Federal Highway Administration—Highway Infrastructure Programs.”
- (c) If section 3 of schedule F contains a table that lists separate amounts for “Trust Fund” and “General Fund,” then the amount listed for “Trust Fund” is from RCP Program funding that was made available for fiscal year 2023 at IJJA div. A § 11101(d)(3) and the amount listed for “General Fund” is from RCP Program funding that was appropriated for fiscal year 2023 in IJJA div. J, tit. VIII, at paragraph 7 under the heading “Department of Transportation—Federal Highway Administration—Highway Infrastructure Programs.”

**4.3 Federal Obligations.**

- (a) If the Federal Obligation Type identified in section 2 of schedule D is “Single,” then this agreement obligates for the budget period the amount listed in section 1 of schedule D as the RCN Grant Amount and sections 4.3(c)–4.3(h) do not apply to this agreement.
- (b) If the Federal Obligation Type identified in section 2 of schedule D is “Multiple,” then an amount up to the RCN Grant Amount listed in section 1 of schedule D will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 4.3(c)–4.3(h).
- (c) The Obligation Condition Table in section 2 of schedule D allocates the RCN Grant among separate portions of the Project for the purpose of the Federal obligation of funds. The scope of each portion of the Project that is identified in that table is described in section 2 of schedule B.
- (d) This agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2 of schedule D to portions of the Project for which that table does not list an obligation condition.
- (e) This agreement does not obligate amounts allocated in the Obligation Condition Table in section 2 of schedule D to portions of the Project for which that table lists an obligation

condition. The parties may obligate the amounts allocated to those portions of the Project only as described in section 4.3(f) or by modifying this agreement under article 15.

- (f) For each portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, the amount allocated in that table to that portion of the Project is obligated if the parties execute an instrument, in the form provided in Exhibit D, documenting that:
  - (1) the USDOT determines that the obligation condition listed in that table for that portion of the Project is satisfied;
  - (2) the USDOT determines that all applicable Federal requirements for obligating the amount are satisfied; and
  - (3) the Recipient states that it is not required to request a modification of this agreement under article 5.
- (g) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 4.3(f).
- (h) The Recipient acknowledges that the USDOT is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 4.3(f).

**4.4 Budget Period.** The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 1 of schedule C. In this agreement, “budget period” is used as defined at 2 C.F.R. 200.1.

**4.5 Period of Performance.**

- (a) If the USDOT Payment System identified in section 6 of schedule A is “FMIS,” then the period of performance for this award begins on the date of this agreement and ends on project end date in FMIS.
- (b) If the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing,” then the period of performance for this award is listed on page 1, line 6 of the project-specific agreement.
- (c) In this agreement, “period of performance” is used as defined at 2 C.F.R. 200.1.



**ARTICLE 5**  
**STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES**

**5.1 Notification Requirement.** The Recipient shall notify all USDOT representatives who are identified in section 5 of schedule A in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 5.1 is separate from any requirements under this article 5 that the Recipient request modification of this agreement.

**5.2 Scope and Statement of Work Changes.** If the Project's activities differ from the activities described in schedule B, then the Recipient shall request a modification of this agreement to update schedule B.

**5.3 Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request a modification of this agreement to update schedule C:

- (1) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 2 of schedule C;
- (2) a schedule change would require the budget period to continue after the budget period end date listed in section 1 of schedule C; or
- (3) the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing" and a schedule change would require the period of performance to continue after the period of performance listed on page 1, line 6 of the project-specific agreement.

For other schedule changes, the Recipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.

**5.4 Budget Changes.**

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
  - (1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and
  - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request a modification of this agreement to update schedule D if, in comparing the Project's budget to the amounts listed in section 3 of schedule D:
  - (1) the total "Non-Federal Funds" amount decreases; or

- (2) the total eligible project costs amount decreases.
- (c) For budget changes that are not identified in section 5.4(b), the Recipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.
- (d) If there are Project Cost Savings, then the Recipient may propose to the USDOT, in writing consistent with the Administering Operating Administration's requirements, to include in the Project specific additional activities that are within the scope of this award, as defined in section 1.1 and schedule B, and that the Recipient could complete with the Project Cost Savings.

In this agreement, "**Project Cost Savings**" means the difference between the actual eligible project costs and the total eligible project costs that are listed in section 3 of schedule D, but only if the actual eligible project costs are less than the total eligible project costs that are listed in section 3 of schedule D. There are no Project Cost Savings if the actual eligible project costs are equal to or greater than the total eligible project costs that are listed in section 3 of schedule D.

- (e) If there are Project Cost Savings and either the Recipient does not make a proposal under section 5.4(d) or the USDOT does not accept the Recipient's proposal under section 5.4(d), then:
  - (1) in a request under section 5.4(b), the Recipient shall reduce the Federal Share by the Project Cost Savings; and
  - (2) if that modification reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall refund to the USDOT the difference between the reimbursed costs and the revised award.

In this agreement, "**Federal Share**" means the sum of the total "RCP Funds" and "Other Federal Funds" amounts that are listed in section 3 of schedule D.

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 5.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the **Standards for Administrative Collection of Claims (31 C.F.R. part 901)**.

**5.5 USDOT Acceptance of Changes.** The USDOT may accept or reject modifications requested under this article 5, and in doing so may elect to consider only the interests of the RCN Program and the USDOT. The Recipient acknowledges that requesting a modification under this article 5 does not amend, modify, or supplement this agreement unless the USDOT accepts that modification request and the parties modify this agreement under section 15.1.

## **ARTICLE 6 GENERAL REPORTING TERMS**

- 6.1 Report Submission.** The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 5 of schedule A and the USDOT contacts who are listed in section 2.2.
- 6.2 Alternative Reporting Methods.** The Administering Operating Administration may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the Administering Operating Administration.
- 6.3 Paperwork Reduction Act Notice.** Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “OMB”). Notwithstanding any other term of this agreement, the due date for any information collections required under this agreement, including the reporting requirements in articles 7 and 8, is the later of (1) the due date stated with the requirement and (2) the 30th day after OMB approves that information collection.

## **ARTICLE 7 PROGRESS AND FINANCIAL REPORTING**

- 7.1 Quarterly Project Progress Reports and Recertifications.** On or before the 20th day of the first month of each calendar year quarter and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Project Progress Report and Recertification in the format and with the content described in exhibit C. If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement.
- 7.2 Final Progress Reports and Financial Information.** No later than 120 days after the end of the period of performance, the Recipient shall submit:
- (1) a Final Project Progress Report and Recertification in the format and with the content described in exhibit C for each Quarterly Project Progress Report and Recertification, including a final Federal Financial Report (SF-425); and
  - (2) any other information required under the Administering Operating Administration’s award closeout procedures.

## **ARTICLE 8**

### **PERFORMANCE MEASUREMENT AND REPORTING**

**8.1 Baseline Performance Measurement.** If the Capital-Planning Designation in section 1 of schedule F is “Capital Construction,” then:

- (1) before the start of construction on the Project but not earlier than one year before the start of construction on the Project, the Recipient shall collect baseline data for each performance measure that is enumerated in schedule G; and
- (2) not later than January 31 of the calendar year that begins after the Recipient collects baseline data under section 8.1(a), the Recipient shall submit a Baseline Performance Measurement Report containing the data collected under section 8.1(a), stating the dates when the data was collected, and describing, in detail, the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is enumerated in schedule G.

**8.2 Post-construction Performance Measurement.**

- (a) If the Capital-Planning Designation in section 1 of schedule F is “Capital Construction,” then:
  - (1) for each performance measure that is enumerated in schedule G and has a quarterly measurement frequency, for each of 19 consecutive calendar quarters, beginning with the first calendar quarter that begins after the Project substantial completion date, at least once during the quarter, the Recipient shall collect data for that performance measure; and
  - (2) for each performance measure that is enumerated in schedule G and has an annual measurement frequency, the Recipient shall collect data for that performance measure on at least five separate occasions: (i) once during the three consecutive calendar quarters that begin after the Project substantial completion date; (ii) once during the fourth calendar quarter after the first collection; (iii) once during the eighth calendar quarter after the first collection; (iv) once during the twelfth calendar quarter after the first collection; and (v) once during the sixteenth calendar quarter after the first collection.
- (b) Not later than January 31 of each year that follows a calendar year during which data was collected under section 8.2(a), the Recipient shall submit to the USDOT a Post-construction Performance Measurement Report containing the data collected under section 8.2(a) in the previous calendar year and stating the dates when the data was collected.
- (c) If an external factor significantly affects the value of a performance measure collected under section 8.2(a), then the Recipient shall identify that external factor in the Post-construction Performance Measurement Report described in section 8.2(b) and discuss the external factor’s influence on the performance measure.

**8.3 Project Outcomes Report.** If the Capital-Planning Designation in section 1 of schedule F is “Capital Construction,” then the Recipient shall submit to the USDOT, not later than January 31 of the year that follows the final calendar year during which data was collected under section 8.2(a), a Project Outcomes Report that contains:

- (1) an analysis of the impacts of the project, including a comparison of the baseline performance measurement data collected under section 8.1 with the post-construction performance measurement data that the Recipient reported in the final Post-construction Performance Measurement Report required under section 8.2(b);
- (2) for each performance measure that is enumerated in schedule G, an analysis of the accuracy of the projected outcome listed in schedule G; and
- (3) all data collected under sections 8.1 and 8.2(a).

**8.4 General Performance Measurement Requirements.** For each performance measure that is enumerated in schedule G, the Recipient shall ensure that all data collections under this article 8 are completed in a manner consistent with the description, location, and other attributes associated with that performance measure in schedule G.

**8.5 Outcome Measurement and Reporting Survival.** The data collection and reporting requirements in this article 8 survive the termination of this agreement.

## **ARTICLE 9 NONCOMPLIANCE AND REMEDIES**

### **9.1 Noncompliance Determinations.**

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 9.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:
  - (1) accept the remedy;
  - (2) acknowledge the noncompliance, but propose an alternative remedy; or

- (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

- (c) The USDOT may make a final determination of noncompliance only:
  - (1) after considering the Recipient's response under section 9.1(b); or
  - (2) if the Recipient fails to respond under section 9.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the bases for that determination.

## **9.2 Remedies.**

- (a) If the USDOT makes a final determination of noncompliance under section 9.1, the USDOT may impose a remedy, including:
  - (1) additional conditions on the award;
  - (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
  - (3) any other remedy legally available.
- (b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.
- (c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 9.2(a), before making a final determination of noncompliance under section 9.1. If it does so, then the notice provided under section 9.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 9.2 or making a public interest determination under section 9.2(c), the USDOT may elect to consider the interests of only the USDOT.
- (e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 9.2 constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the **Standards for Administrative Collection of Claims (31 C.F.R. part 901).**

- 9.3 Other Oversight Entities.** Nothing in this article 9 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

## **ARTICLE 10 AGREEMENT TERMINATION**

### **10.1 USDOT Termination.**

- (a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:
  - (1) the Recipient fails to obtain or provide any non- RCN Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with schedule D;
  - (2) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient fails to meet that milestone by six months after the date listed in section 2 of schedule C;
  - (3) the Recipient fails to meet a milestone listed in section 3 of schedule C by the deadline date listed in that section for that milestone;
  - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the project schedule in schedule C even if it is beyond the reasonable control of the Recipient;
  - (5) circumstances cause changes to the Project that the USDOT determines are inconsistent with the USDOT's basis for selecting the Project to receive an RCN Grant; or
  - (6) the USDOT determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 10.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 9.2.
- (d) The Recipient may request that the USDOT terminate the agreement under this section 10.1.

### **10.2 Closeout Termination.**

- (a) This agreement terminates on Project Closeout.

- (b) In this agreement, “**Project Closeout**” means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

**10.3 Post-Termination Adjustments.** The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT’s authority to disallow costs, including costs that the USDOT reimbursed before termination, and recover funds from the Recipient.

**10.4 Non-Terminating Events.**

- (a) The end of the budget period described under section 4.4 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (b) The end of the period of performance described under section 4.5 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (c) The cancellation of funds under section 14.2 does not terminate this agreement or the Recipient’s obligations under this agreement.

**10.5 Other Remedies.** The termination authority under this article 10 supplements and does not limit the USDOT’s remedial authority under article 9 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

## **ARTICLE 11 MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS**

**11.1 Recipient Monitoring and Record Retention.**

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
  - (1) that those activities comply with this agreement; and
  - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(e).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

**11.2 Financial Records and Audits.**

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the



amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.

(b) The Recipient shall keep accounts and records described under section 11.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. 200 subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.

(c) The Recipient shall separately identify expenditures under the fiscal year 2023 RCN Program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:

- (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. 200 subpart F, including “FY 2023” in the program name; and
- (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2023” in column c (“Additional Award Identification”).

**11.3 Internal Controls.** The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

**11.4 USDOT Record Access.** The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

**11.5 Oversight Responsibilities.** This award is subject to the oversight requirements of title 23, United States Code.

## **ARTICLE 12 CONTRACTING AND SUBAWARDS**

**12.1 Minimum Wage Rates.** The Recipient shall include, in all contracts in excess of \$2,000 for work on the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with 23 U.S.C. 113, that contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**12.2 Buy America.**

- (a) Steel, iron, and manufactured products used in the Project are subject to 23 U.S.C. 313, as implemented by the Federal Highway Administration. The Recipient acknowledges that this agreement is neither a waiver of 23 U.S.C. 313(a) nor a finding under 23 U.S.C. 313(b).

- (b) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle. A, 135 Stat. 429, 1298 (2021), as implemented by OMB, USDOT, and FHWA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
- (c) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

### **12.3 Small and Disadvantaged Business Requirements.**

- (a) If any funds under this award are administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 49 C.F.R. part 26 (“Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs”).
- (b) If any funds under this award are not administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 2 C.F.R. 200.321 (“Contracting with small businesses, minority businesses, women’s business enterprises, veteran-owned businesses, and labor surplus area firms”).

### **12.4 Engineering and Design Services.**

As applicable, the Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under the Brooks Act, 40 U.S.C. 1101-1104 as implemented in 23 U.S.C. 112(b)(2), or an equivalent qualifications-based requirement prescribed for or by the Recipient and approved in writing by the USDOT.

### **12.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. 200.216 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

**12.6 Pass-through Entity Responsibilities.** If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

**12.7 Subaward and Contract Authorization.**

- (a) If the USDOT Office for Subaward and Contract Authorization identified in section 7 of schedule A is “FHWA Division,” then the Recipient shall comply with subaward and contract authorization requirements under 23 C.F.R chapter I.
- (b) If the USDOT Office for Subaward and Contract Authorization identified in section 7 of schedule A is “FHWA Office of Acquisition and Grants Management,” then the Recipient shall obtain prior written approval from the USDOT agreement officer pursuant to 2 C.F.R. 200.308, 2 C.F.R. 200.333, and 23 C.F.R. part 172, as applicable, for the subaward or contracting out of any work under this agreement. Unless otherwise specified in writing by the agreement officer, approvals under 2 C.F.R. 200.308 will be contingent upon a fair and reasonable price determination on the part of the Recipient and the agreement officer’s concurrence on that determination. Approvals under 2 CFR 200.308(f)(6) do not apply to the acquisition of supplies, material, equipment, or general support services.

**ARTICLE 13**  
**COSTS, PAYMENTS, AND UNEXPENDED FUNDS**

**13.1 Limitation of Federal Award Amount.** Under this award, the USDOT shall not provide funding greater than the amount obligated under section 4.3. The Recipient acknowledges that the USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

**13.2 Projects Costs.** This award is subject to the cost principles at 2 C.F.R. 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

**13.3 Timing of Project Costs.**

- (a) The Recipient shall not charge to this award costs that are incurred after the budget period.
- (b) The Recipient shall not charge to this award costs that were incurred before the date of this agreement unless those costs are identified in section 5 of schedule D and would have been allowable if incurred during the budget period. This limitation applies to costs incurred under an advance construction authorization (23 U.S.C. 115), costs incurred prior to authorization (23 C.F.R. 1.9(b)), and pre-award costs under 2 C.F.R. 200.458. This agreement hereby terminates and supersedes any previous USDOT approval for the Recipient to incur costs under this award for the Project. Section 5 of schedule D is the exclusive USDOT approval of costs incurred before the date of this agreement.

**13.4 Recipient Recovery of Federal Funds.** The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

**13.5 Unexpended Federal Funds.** Any Federal funds that are awarded at section 4.1 but not expended on allocable, allowable costs remain the property of the United States.

**13.6 Timing of Payments to the Recipient.**

- (a) Reimbursement is the payment method for the RCN Program.
- (b) The Recipient shall not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

**13.7 Payment Method.**

- (a) If the USDOT Payment System identified in section 6 of schedule A is “FMIS,” then the Recipient shall follow FMIS procedures to request and receive reimbursement payments under this award.
- (b) If the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing,” then the Recipient shall use the DELPHI eInvoicing System to request reimbursement under this award unless the USDOT agreement officer provides written approval for the Recipient to use a different request and payment method.
- (c) The USDOT may deny a payment request that is not submitted using the method identified in this section 13.7.

**13.8 Information Supporting Expenditures.**

- (a) If the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) or the SF 270 (Request for Advance or Reimbursement), as applicable, shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.
- (b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

- 13.9 Reimbursement Frequency.** If the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing,” then the Recipient shall not request reimbursement more frequently than monthly.

## **ARTICLE 14**

### **LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY**

**14.1 Liquidation of Recipient Obligations.**

- (a) The Recipient shall liquidate all obligations of award funds under this agreement not later than 120 days after the end of the period of performance.
- (b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

**14.2 Funds Cancellation.** RCP Program funding that is obligated for this award under section 4.3 remains available until expended.

## **ARTICLE 15**

### **AGREEMENT MODIFICATIONS**

**15.1 Bilateral Modifications.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

**15.2 Unilateral Contact Modifications.**

- (a) The Recipient may update the contacts who are listed in section 3 of schedule A by written notice to the USDOT contacts who are listed in section 5 of schedule A and section 2.2.
- (b) The USDOT may update the contacts who are listed in section 5 of schedule A and section 2.2 by written notice to all of the Recipient contacts who are listed in section 3 of schedule A.

**15.3 USDOT Unilateral Modifications.**

- (a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.
- (b) To unilaterally modify this agreement under this section 15.3, the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

- 15.4 Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under sections 15.1, 15.2, or 15.3. If an amendment, modification, or supplement is not permitted under section 15.1, not permitted under section 15.2, and not permitted under section 15.3, it is void.

## **ARTICLE 16 CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE**

- 16.1 Climate Change and Environmental Justice.** Consistent with Executive Order 14008, “Tackling the Climate Crisis at Home and Abroad” (Jan. 27, 2021), schedule H documents the consideration of climate change and environmental justice impacts of the Project.

## **ARTICLE 17 EQUITY AND BARRIERS TO OPPORTUNITY**

- 17.1 Equity and Barriers to Opportunity.**

Consistent with Executive Order 13985, “Advancing Racial Equity and Support for Underserved Communities Through the Federal Government” (Jan. 20, 2021), schedule I documents activities related to the Project to improve equity and reduce barriers to opportunity.

- 17.2 Community Engagement Activities.** This provision is applicable to Capital Construction Grant and Regional Partnership Challenge Grant recipients, not Planning Grant Recipients. The USDOT has determined that, for the purpose of the requirement stated in section F.2.i of the NOFO, through the activities documented in section 3 of schedule I, the Recipient has sufficiently considered community engagement related to the Project.

- 17.3 Activities to Safeguard Affordability.** This provision is applicable to Capital Construction Grant and Regional Partnership Challenge Grant recipients, not Planning Grant Recipients. The USDOT has determined that, for the purpose of the requirement stated in section F.2.i of the NOFO, through the activities documented in section 4 of schedule I, the Recipient has sufficiently considered safeguards to retain affordability for existing residents and businesses in the Project area and surrounding communities.

## **ARTICLE 18 LABOR AND WORK**

- 18.1 Labor and Work.** Consistent with Executive Order 14025, “Worker Organizing and Empowerment” (Apr. 26, 2021), and Executive Order 14052, “Implementation of the

Infrastructure Investment and Jobs Act” (Nov. 15, 2021), schedule J documents the consideration of job quality and labor rights, standards, and protections related to the Project.

- 18.2 OFCCP Mega Construction Project Program.** If the total eligible project costs that are listed in section 3 of schedule D are greater than \$35,000,000 and the Department of Labor’s Office of Federal Contract Compliance Programs (the “OFCCP”) selects this award for participation in the Mega Construction Project Program, then the Recipient shall partner with OFCCP, as requested by OFCCP.

## **ARTICLE 19**

### **CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE**

#### **19.1 Critical Infrastructure Security and Resilience.**

- (a) Consistent with Presidential Policy Directive 21, “Critical Infrastructure Security and Resilience” (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project.
- (b) If the Security Risk Designation in section 4 of schedule F is “Elevated,” then, not later than two years after the date of this agreement, the Recipient shall submit to the USDOT a report that:
  - (1) identifies a cybersecurity Point of Contact for the transportation infrastructure being improved in the Project;
  - (2) summarizes or contains a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project;
  - (3) summarizes or contains a cybersecurity incident response plan for the transportation infrastructure being improved in the Project;
  - (4) documents the results of a self-assessment of the Recipient’s cybersecurity posture and capabilities; and
  - (5) describes any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

**ARTICLE 20**  
**FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL**  
**POLICY REQUIREMENTS**

**20.1 Uniform Administrative Requirements for Federal Awards.** The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

**20.2 Federal Law and Public Policy Requirements.**

- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- (b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

**20.3 Federal Freedom of Information Act.**

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

**20.4 History of Performance.** Under 2 C.F.R 200.206, any **Federal agency** may consider the Recipient's performance under this agreement, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

**20.5 Whistleblower Protection.**

- (a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

**20.6 External Award Terms and Obligations.**

- (a) In addition to this document and the contents described in article 25, this agreement includes the following additional terms as integral parts:
  - (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;



- (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
- (3) 2 C.F.R. part 175: Award Term for Trafficking in Persons; and
- (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

- (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
- (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
- (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
- (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

**20.7 Incorporated Certifications.** The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

## **ARTICLE 21 ASSIGNMENT**

**21.1 Assignment Prohibited.** The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

## **ARTICLE 22 WAIVER**

**22.1 Waivers.**

- (a) A waiver of a term of this agreement granted by the USDOT will not be effective unless it is in writing and signed by an authorized representative of the USDOT.
- (b) A waiver of a term of this agreement granted by the USDOT on one occasion will not operate as a waiver on other occasions.

- (c) If the USDOT fails to require strict performance of a term of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that term or breach.

## **ARTICLE 23**

### **ADDITIONAL TERMS AND CONDITIONS**

**23.1 Effect of Economically Disadvantaged Community Designation.** If section 2 of schedule F lists “Yes” for the “Economically Disadvantaged Community Designation,” then based on information that the Recipient provided to the USDOT, including the Technical Application, the USDOT determined that the Project will benefit an economically disadvantaged community, as defined in section H.1 of the NOFO.

**23.2 Disclaimer of Federal Liability.** The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

**23.3 Relocation and Real Property Acquisition.**

- (a) To the greatest extent practicable under State law, the Recipient shall comply with the land acquisition policies in 49 C.F.R. 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons comparable replacement dwellings in accordance with 49 C.F.R.

**23.4 Equipment Disposition.**

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project:
  - (1) if the entity that acquired the equipment is a State, the State shall dispose of that equipment in accordance with State laws and procedures; and
  - (2) if the entity that acquired the equipment is an Indian Tribe, the Indian Tribe shall dispose of that equipment in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 C.F.R. 200.313; and

(3) if the entity that acquired the equipment is neither a State nor an Indian Tribe, that entity shall request disposition instructions from the Administering Operating Administration.

- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.310–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section 23.4 for all tiers of subawards under this award.

### **23.5 Environmental Review.**

(a) In this section, “**Environmental Review Entity**” means:

- (1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and
- (2) for all other cases, the FHWA.

(b) Except as authorized under section 23.5(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

- (1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and
- (2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

(c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).

(d) The Recipient acknowledges that:

- (1) the Environmental Review Entity’s actions under section 23.5(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
- (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

- (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in schedule B and other information described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with schedule B or other information in this agreement, then:
  - (1) the parties may amend this agreement under section 15.1 for consistency with the selected build alternative; or
  - (2) if the USDOT determines that the condition at section 10.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 10.1(a)(5).
- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

**23.6 Railroad Coordination.** If section 3 of schedule C includes one or more milestones identified as a “Railroad Coordination Agreement,” then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad’s right-of-way.

## **ARTICLE 24**

### **MANDATORY AWARD INFORMATION**

#### **24.1 Information Contained in a Federal Award.** For 2 C.F.R. 200.211:

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 26.2;
- (2) the “Assistance Listings Number” is 20.940 and the “Assistance Listings Title” is “Reconnecting Communities Pilot (RCP) Discretionary Grant Program”; and
- (3) this award is not for research and development.

#### **24.2 Federal Award Identification Number.**

- (a) If the USDOT Payment System identified in section 6 of schedule A is “FMIS,” then the Federal Award Identification Number will be generated when the FHWA Division authorizes the project in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the FAIN from FMIS.

- (b) If the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing,” then the Federal Award Identification Number is listed on page 1, line 1 of the project-specific agreement.

### **24.3 Recipient’s Unique Entity Identifier.**

- (a) If the USDOT Payment System identified in section 6 of schedule A is “FMIS,” then the Recipient’s Unique Entity Identifier, as defined at 2 C.F.R. 25.400, is available in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the unique entity identifier from FMIS.
- (b) If the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing,” then the Recipient’s Unique Entity Identifier, as defined at 2 C.F.R. 25.400, is listed on page 1, line 4 of the project-specific agreement.

## **ARTICLE 25 CONSTRUCTION AND DEFINITIONS**

### **25.1 Schedules.** This agreement includes the following schedules as integral parts:

Schedule A	Administrative Information
Schedule B	Project Activities
Schedule C	Award Dates and Project Schedule
Schedule D	Award and Project Financial Information
Schedule E	Changes from Application
Schedule F	RCP Program Designations
Schedule G	RCP Performance Measurement Information
Schedule H	Climate Change and Environmental Justice Impacts
Schedule I	Equity and Barriers to Opportunity
Schedule J	Labor and Work

### **25.2 Exhibits.** The following exhibits, which are located in the document titled “Exhibits to FHWA Grant Agreements Under the Fiscal Year 2023 Reconnecting Communities and Neighborhoods Program,” dated April 8, 2024, and available at <https://www.transportation.gov/grants/reconnecting-communities/reconnecting-communities-grant-agreements>, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Project Progress Reports and Recertifications: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

### **25.3 Construction.**

- (a) In these General Terms and Conditions:

- (1) unless expressly specified, a reference to a section or article refers to that section or article in these General Terms and Conditions;
- (2) a reference to a section or other subdivision of a schedule listed in section 25.1 will expressly identify the relevant schedule; and
- (3) there are no references to articles or sections in project-specific portions of the agreement that are not contained in schedules listed in section 25.1.

(b) If a provision in these General Terms and Conditions or the exhibits conflicts with a provision in the project-specific portion of the agreement, then the project-specific portion of the agreement prevails. If a provision in the exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

**25.4 Integration.** This agreement constitutes the entire agreement of the parties relating to the RCP Program and awards under that program for the Project and supersedes any previous agreements, oral or written, relating to the RCP Program and awards under that program for the Project.

**25.5 Definitions.** In this agreement, the following definitions apply:

**“Capital Construction Grant”** means this project will remove, retrofit, mitigate, or replace an existing eligible dividing transportation facility with a new facility that reconnects communities; mitigates a burdening transportation facility that is a source of air pollution, noise, stormwater, heat, or other burdens; or implements a strategy to reduce environmental harm and/or improve access through transportation improvements.

**“Community Planning Grant”** means this project will conduct planning activities for future construction projects and allow for innovative community planning to address localized transportation challenges.

**“General Terms and Conditions”** means this document, including articles 1–26.

**“Program Statute”** means the collective statutory text:

- (1) at IIA div. A § 11509; and
- (2) at paragraph 7 under the heading “Department of Transportation—Federal Highway Administration—Highway Infrastructure Programs” in IIA div. J, tit. VIII, and all other provisions of that act that apply to amounts appropriated under that paragraph.

**“Project”** means the project proposed in the Technical Application, as modified by the negotiated provisions of this agreement, including schedules A–J.

**“RCN Grant”** means an award of funds that were made available under the NOFO.

**“RCP Grant”** refers to an award of funds made available via the Reconnecting Communities Pilot Program funded by Sections 11101(d)(3) and 11509 of Division A of the Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021).

**“Technical Application”** means the application identified in section 1 of schedule A, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

## **ARTICLE 26**

### **AGREEMENT EXECUTION AND EFFECTIVE DATE**

- 26.1 Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.
- 26.2 Effective Date.** The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes an RCN Grant when the USDOT’s authorized representative signs it.

Borough of Naugatuck Request for Qualifications  
Eastside-Westside Connectivity and Rail Mitigation Project

**ATTACHMENT E**

**Exhibits to FHWA Grant Agreements**



**U.S. DEPARTMENT OF TRANSPORTATION**  
**EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE**  
**FISCAL YEAR 2023 RECONNECTING COMMUNITIES PILOT**  
**PROGRAM/NEIGHBORHOOD ACCESS AND EQUITY PROGRAM (RCN):**  
**FHWA PROJECTS**

**APRIL 8, 2024**

## **EXHIBIT A**

### **APPLICABLE FEDERAL LAWS AND REGULATIONS**

By entering into this agreement for a FY 2023 RCN Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

#### **General Federal Legislation**

- a. Davis-Bacon Act – 40 U.S.C. 3141, et seq., as applicable under 23 U.S.C. 113
- b. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- c. Hatch Act – 5 U.S.C. 1501, et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- f. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- g. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- i. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- k. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- l. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- m. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- n. American Indian Religious Freedom Act, P.L. 95-341, as amended
- o. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- r. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- s. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- u. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- v. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- x. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- y. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- z. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- aa. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- bb. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- cc. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.

- dd. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. 1101 -1104, 541, et seq.
- ee. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
- ff. Freedom of Information Act – 5 U.S.C. 552, as amended
- gg. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
- hh. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
- ii. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
- jj. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
- kk. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
- ll. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303 and 23 U.S.C. 138
- mm. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
- nn. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
- oo. Wilderness Act – 16 U.S.C. 1131-1136
- pp. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
- qq. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
- rr. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
- ss. Cargo Preference Act of 1954 – 46 U.S.C. 55305
- tt. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232
- uu. Build America, Buy America Act – Pub. L. No. 117-58, div. G, §§ 70901–70927 (construction materials).

## **Executive Orders**

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
- h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad
- k. Executive Order 14025 – Worker Organizing and Empowerment
- l. Executive Order 14052 – Implementation of the Infrastructure Investment and Jobs Act
- m. Executive Order 14112 – Reforming Federal Funding and Support for Tribal Nations To

## Better Embrace Our Trust Responsibilities and Promote the Next Era of Tribal Self-Determination

### **General Federal Regulations**

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 18.3 of this agreement)
- s. Buy America Preferences for Infrastructure Projects – 2 C.F.R. 184 (construction materials)

## **Office of Management and Budget Circulars**

- a. Any applicable OMB Circular based upon the specific FY 2023 RCN Grant Recipient.

## **Highway Federal Legislation**

- a. Highways – Title 23, U.S.C.
- b. Brooks Act (for FHWA projects, this incorporates Title IX of the Federal Property and Administrative Services Act of 1949 (formerly 40 U.S.C. 541, et seq.)) – 40 U.S.C. 1101-1104; 23 U.S.C. 112(b)(2)
- c. Letting of Contracts, 23 U.S.C. 112
- d. Highway Design and Construction Standards, 23 U.S.C. 109
- e. Prevailing Rate of Wage, 23 U.S.C. 113
- f. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- g. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- h. Size, Weight, and Length Limitations – 23 U.S.C. 127, 49 U.S.C. 31101 et seq.
- i. Buy America – 23 U.S.C. 313  
(see [http://www.fhwa.dot.gov/construction/contracts/buyam\\_qa.cfm](http://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm)) (iron and steel)
- j. Nondiscrimination – 23 U.S.C. 140
- k. Efficient Environmental Reviews - 23 U.S.C. 139

## **Federal Highway Regulations**

- a. Highways – Title 23, C.F.R.
- b. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- c. National Highway System Design Standards – 23 C.F.R. Part 625
- d. Preconstruction Procedures – 23 C.F.R. Part 630 Subparts A and B
- e. Construction and Maintenance – 23 C.F.R. Part 635
- f. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- g. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- h. Procedures for Abatement of Highway Traffic and Construction Noise – 23 C.F.R. Part 772
- i. Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 C.F.R. Part 774
- j. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122
- k. Required Contract Provisions – 23 C.F.R. Part 633 (Form 1273)
- l. External Programs – 23 C.F.R. Part 230

Specific assurances required to be included in the FY 2023 RCN Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

**EXHIBIT B**  
**ADDITIONAL STANDARD TERMS**

**TERM B.1**  
**TITLE VI ASSURANCE**  
**(Implementing Title VI of the Civil Rights Act of 1964, as amended)**

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED  
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL  
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities  
Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

**The United States Department of Transportation (USDOT)**

**Standard Title VI/Non-Discrimination Assurances**

**DOT Order No. 1050.2A**

By signing and submitting the Technical Application and by entering into this agreement under the FY 2023 RCN Program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

### **Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2023 RCN Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2023 RCN Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.



6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2023 RCN Program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2023 RCN Program.

## APPENDIX A

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 (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin 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 the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive 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 the 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 FHWA 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 the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding 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 FHWA 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.

## **APPENDIX B**

### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

**NOW, THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), including div. A § 11101, div. A § 11509, and the matter in div. J, tit. VIII under the heading “Department of Transportation—Federal Highway Administration—Highway Infrastructure Programs”; the Regulations for the Administration of FY 2022 RCP Program; and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### **(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the

absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## **APPENDIX C**

### **CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## **APPENDIX D**

### **CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)



## APPENDIX E

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 non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- 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, (29 U.S.C. § 794 *et seq.*), as amended, (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, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 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 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 nondiscrimination 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 IX 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).

**TERM B.2**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER**  
**RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**

**2 C.F.R. Parts 180 and 1200**

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2023 RCN Program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2023 RCN Grant, as set out below.

**1. Instructions for Certification – First Tier Participants:**

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of

Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered

transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. 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.

**TERM B.3**  
**REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY**  
**CONVICTION UNDER ANY FEDERAL LAW**

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

**“Covered Transaction”** means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

**“Felony Conviction”** means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

**“Participant”** means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

**“Tax Delinquency”** means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.
3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:
  - (1) Certify whether the entity has a Tax Delinquency; and
  - (2) Certify whether the entity has a Felony Conviction.
4. **Prohibition.** If
  - (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
  - (2) an entity provides an affirmative response to either certification in section 3; or
  - (3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being madethen a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.
5. **Mandatory Notice to the USDOT.**
  - (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
  - (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
  - (c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.
6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:
  - (1) require the SAM check in section 2;
  - (2) require the certifications in section 3;
  - (3) include the prohibition in section 4; and



- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

## **TERM B.4**

### **RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING**

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While

Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

**EXHIBIT C**  
**QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS:**  
**FORMAT AND CONTENT**

- 1. Purpose.** The purpose of the Quarterly Project Progress Reports and Recertifications under this agreement for the FY 2023 RCN Program are to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.
- 2. Format and Content.** The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. At the discretion of the USDOT, modifications or additions can be made to produce a quarterly reporting format that will most effectively serve both the Recipient and the USDOT. Some projects will have a more extensive quarterly status than others. For smaller projects, the USDOT may determine that the content of the quarterly reports will be streamlined and project status meetings will be held on a less-frequent basis. The first quarterly progress report should include a detailed description and, where appropriate, drawings of the items funded.
  - (a) Project Overall Status.** This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any deviations from the scope of work, the schedule, or the budget that are described in this agreement.
  - (b) Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable Recovery Act requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.
  - (c) Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.
  - (d) Project Scope Overview.** The purpose of this section is to provide a further update regarding the project scope. If the original scope contained in the grant agreement is still accurate, this section can simply state that the scope is unchanged.
  - (e) Project Schedule.** An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes, with the ultimate

format to be agreed upon between the Recipient and the USDOT. It is imperative that the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:

- Current overall project completion percentage vs. latest plan percentage.
- Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.
- Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.

**(f) Project Cost.** An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.
- Transfer of costs to and from contingency line items, and reasons supporting the transfers.

- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.
- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.
- Federal obligations and/or disbursements for the project, compared to planned obligations and disbursements.

**(g) Federal Financial Report (SF-425).** The Federal Financial Report (SF-425) is a financial reporting form used throughout the Federal Government Grant system. Recipients shall complete this form and attach it to each quarterly Project Progress and Monitoring Report. The form is available at <https://www.grants.gov/forms/post-award-reporting-forms.html>.

**(h) Certifications.**

- i. A certification that the Recipient is in compliance with 2 C.F.R. 200.303 (Internal Controls) and 2 C.F.R. Part 200, Subpart F (Audit Requirements).
- ii. The certification required under 2 C.F.R. 200.415(a).

**EXHIBIT D**  
**FORM FOR SUBSEQUENT OBLIGATION OF FUNDS**

The USDOT and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the USDOT on **[date of USDOT signature on original agreement]** (the “Agreement”).

As described in section 4.3(f) of the General Terms and Conditions, this instrument obligates **[\$XXX]** for **[insert portion of project listed in the Obligation Condition Table in section 2 of schedule D]**.

**[Recipient name]** states that:

- (1) schedule B of the Agreement accurately describe the Project’s activities;
- (2) for each completion date listed in section 2 of schedule C of the Agreement, the Recipient’s estimate for that milestone is not more than six months after the date listed in section 2 of schedule C of the Agreement;
- (3) comparing the Project’s current budget with the amounts listed in section 3 of schedule D of the Agreement, the “Non-Federal Funds” amount has not decreased and the total eligible project costs amount has not decreased; and
- (4) under the terms of article 5 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

**[Recipient name]** acknowledges that USDOT is acting in reliance on the Recipient’s statements above.

_____	By:	_____
Date		Signature of Recipient’s Authorized Representative
		<b>[insert name]</b>
		_____
		Name
		<b>[insert title]</b>
		_____
		Title

The USDOT has determined that:

- (1) all conditions described in the Obligation Condition Table in section 2 of schedule D for this portion of the Project are satisfied; and

(2) all applicable Federal requirements for obligating these funds are satisfied.

<hr/>	By: <hr/>
Date	Signature of USDOT's Authorized Representative
	<b>[insert name]</b>
	<hr/>
	Name
	<b>[insert title]</b>
	<hr/>
	Title



Borough of Naugatuck Request for Qualifications  
Eastside-Westside Connectivity and Rail Mitigation Project

**ATTACHMENT F**  
**Borough Project Renderings**

# **Borough of Naugatuck Eastside- Westside Connectivity and Rail Mitigation Project**

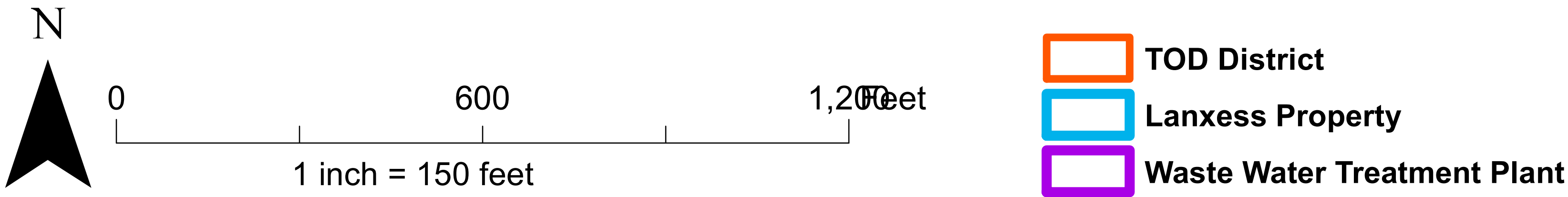
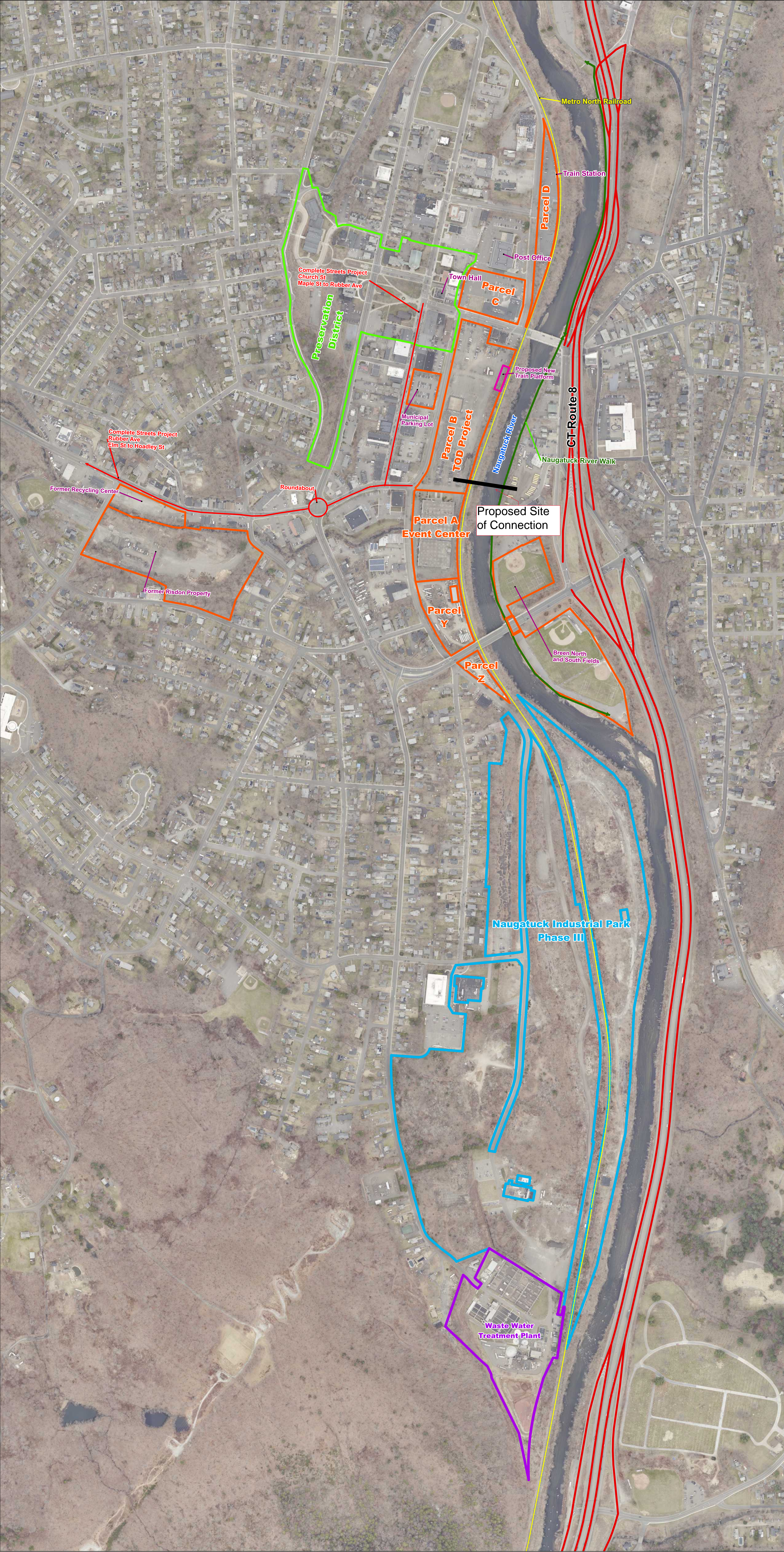


## **Reconnecting Communities & Neighborhoods (RCN) – Community Planning Project Grant Application**



Submitted by: Borough of Naugatuck, 3<sup>rd</sup>  
Congressional District  
Grant Request: \$652,800





- TOD District
- Lanxess Property
- Waste Water Treatment Plant

**Borough of Naugatuck**





0

62.5

125

250 Feet

1 in = 100 ft

Naugatuck Greenway Trail Phase II

Completed Trail

Pedestrian Connection Salem Bridge to Breen's

Proposed Breens Field Extension

Proposed New Breen's Pedestrian Bridge

Naugatuck Pedestrian / Bicycle Greenway Phase II Rev.9/20/2023

Maple St. South to Breen's Field

The spatial information on this map is not a survey and is subject to any changes an actual land survey discloses.



- 1 NAUGATUCK RIVER CROSSING - PEDESTRIAN BRIDGE AND CULVERT  
SEE CONCEPTUAL CROSS SECTION
- 2 NEW TRAIN STATION AND PLATFORM
- 3 PARCEL A - EVENT CENTER
- 4 PARCEL B - T.O.D. PROJECT
- 5 NAUGATUCK RIVER GREENWAY EXTENSION
- 6 REDEVELOPMENT PARCELS

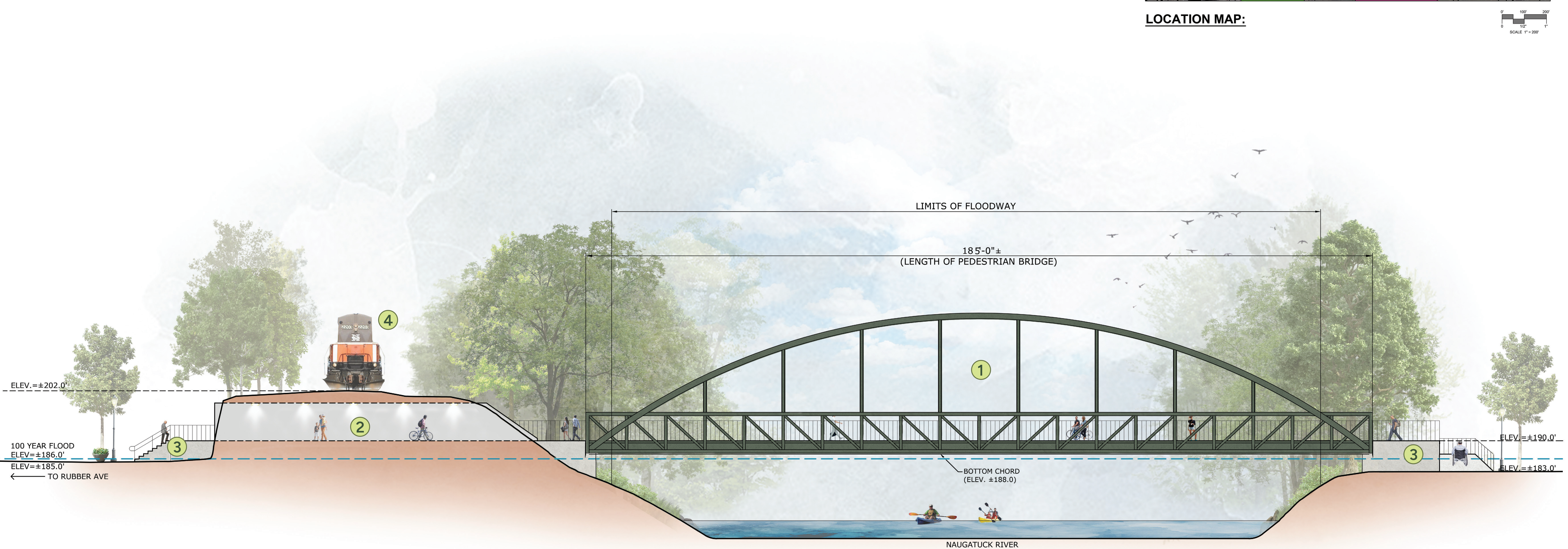
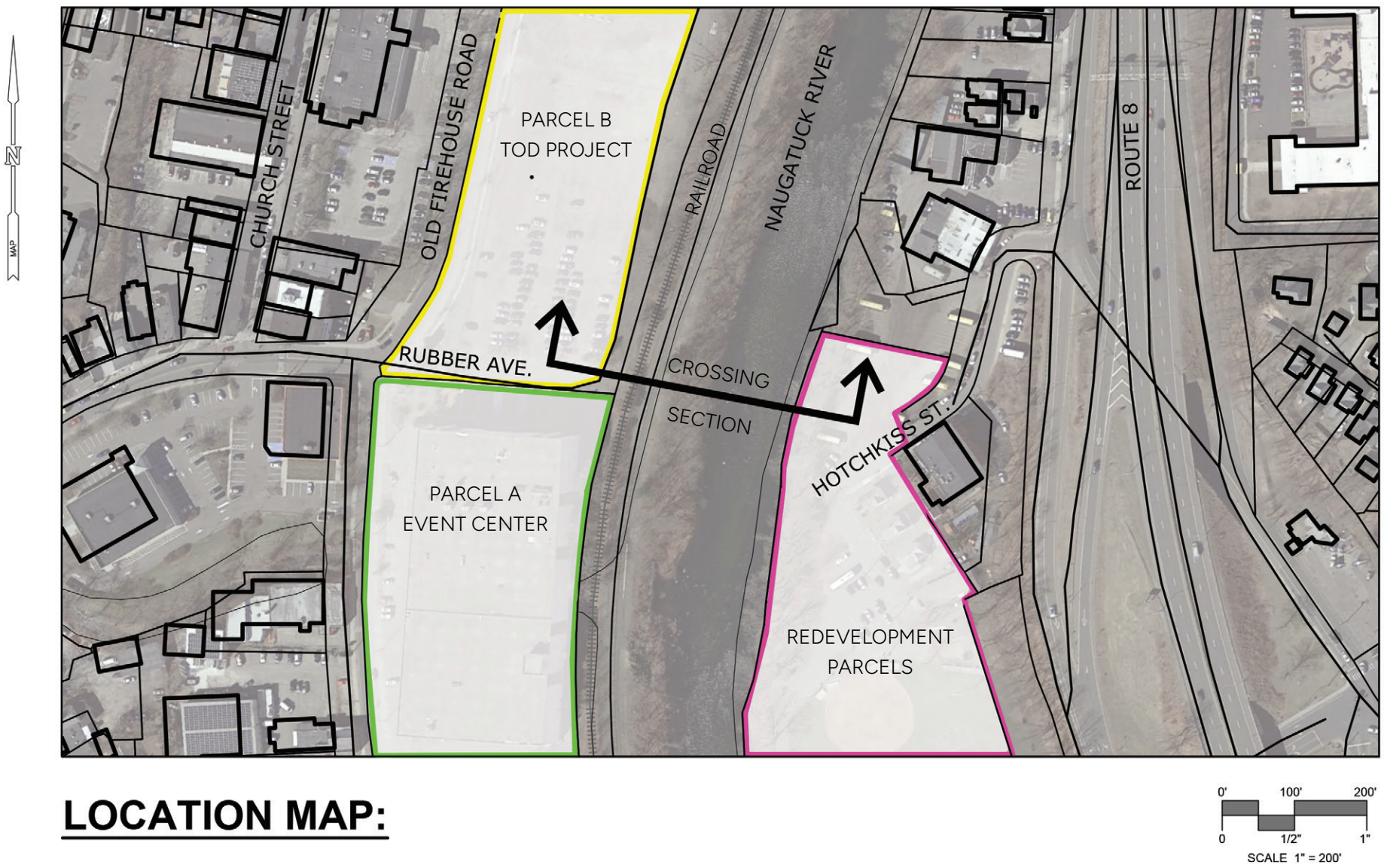


# NAUGATUCK RIVER PEDESTRIAN CROSSING CONNECTING COMMUNITIES





- 1 STEEL TRUSS PEDESTRIAN BRIDGE
- 2 BOX CULVERT TUNNEL
- 3 STAIR AND RAMP ACCESS TYPICAL - BOTH SIDES
- 4 METRO NORTH WATERBURY BRANCH



NAUGATUCK RIVER PEDESTRIAN CROSSING  
CONCEPTUAL CROSS SECTION  
SLR



## **Technical Summary**

### **Naugatuck River Active Transportation Crossing**

#### **Reconnecting Communities and Neighborhoods Grant Application**

##### **Project Objectives**

In connection with redevelopment along the river, the Borough of Naugatuck has identified a need to link neighborhoods located on either side of the Naugatuck River. The river flows from north-to-south, roughly bisecting the community. Recent plans have been advanced to enhance the neighborhoods on both sides of the river through the construction of mixed-use residential and commercial development. It is expected that this new construction will result in a significant increase in Naugatuck's working age population. A significant driver of this renewed economic development is the planned construction of a new commuter train station on the west side of the Naugatuck River. In order to achieve sustainability through design of this Transit-Oriented Development plan, establishing a safe and effective active transportation linkage between the two neighborhoods has been deemed a critical success factor. "Active Transportation" represents forms of non-motorized travel. A new bicycle/pedestrian bridge across the Naugatuck River will provide desired neighborhood connectivity. A carefully planned, aesthetically pleasing design will allow for the safe crossing of the river while also providing a "gateway" effect and renewed sense of "place" for the community.

##### **Design Considerations**

###### Existing roadway network

The linkage of the two neighborhoods is currently hindered by several key issues: the two roadway bridges located upstream (Maple Street) and downstream (CT Route 63) of the subject redevelopment area have basic provisions for pedestrians, have no specific accommodations for cyclists, and support high volumes of traffic associated with the Route 8 Expressway ramp network. North-south pedestrian and bicycle access to these bridge crossings is less than ideal. The proposed bicycle- and pedestrian-only bridge will provide for safe connectivity separate from vehicular traffic.

###### Adjacent active railroad

The Waterbury Branch of the Metro North Commuter Rail system parallels the westerly edge of the Naugatuck River on an elevated berm which precludes at-grade pedestrian and bicycle crossing at the desired bridge location. The proposed pedestrian bridge and approaches would provide a means for safely crossing both the river and the rail line. Any occupancy of or encroachment into the railroad right-of-way will require approval from the CTDOT and Metro-North. It is envisioned that a License Agreement will be required for any permanent structure, trail, sidewalk, etc. constructed within the rail right-of-way. The Borough understands that the railroad will have to be engaged early and continuously throughout design and construction. The crossing structure/underpass will have to be designed to support railroad loading requirements. It is assumed a track outage would have to be coordinated for rapid installation of the track crossing. It should be noted that early consideration was given to crossing over the railroad, however with a minimum vertical clearance of 23 ft., 5-story elevators would be required for ground level access on either side of the river. The alternative has been discounted.

### Naugatuck River

The river channel is well defined through the project area; the riverbanks rising sharply to the east and west. There is a FEMA regulated Floodway and Floodplain mapped along this reach of Naugatuck River. The floodway generally conforms to the top of riverbanks. The water surface elevation for the 100-year flood event in the project area is roughly 186 ft. NAVD88. While the project site west of the river is situated around Elevation 185 ft, the area is largely protected by the railroad berm which rises to Elevation 203 ft. At an Elevation roughly 183.5 ft., land immediately east of the river can be expected to flood during the 100 yr. flood event. Federal, state and local permit approvals will be required for construction of the new bridge. The new bridge crossing should clear the projected 100-year storm water surface elevation by a minimum of two feet and the crossing should span the regulated Floodway. Impacts (fill) to the Floodplain will have to be studied for conformance with requirements of the National Flood Insurance Program (NFIP).

### Critical Success Factors

A new bicycle- and pedestrian-only bridge must be designed to achieve the following criteria:

- Provide for no structure elements or fill within the FEMA defined floodway
- Provide for limited fill within the 100-year flood zone and potentially provide for compensatory flood storage if necessary; obtain necessary regulatory permit approvals
- Provide for a safe crossing under the active commuter rail line (currently single track) and secure necessary approvals for working within and permanently occupying the railroad right-of-way
- Provide for appropriate access in accordance with the Americans with Disabilities Act (ADA)
- Provide for aesthetics and ambiance in connection with placemaking strategy for the overall planned development

### **Proposed Concept Design**

The Borough has conducted early due diligence and has developed a conceptual plan addressing the design considerations summarized above. The proposed design is described as follows:

- Prefabricated pedestrian bridge over Naugatuck River
  - Clear span ±183 feet to clear the FEMA Floodway limits
  - Low chord elevation ±188 ft. NAVD88 maintaining Min. 2 ft. freeboard over 100 yr. flood
  - 12-foot wide concrete/paved walking/riding surface
  - Ornamentation or aesthetic treatments providing for a “gateway” effect
  - Decorative illumination for safety and LED accent lighting to develop sense of place
- Concrete Tunnel/Underpass beneath Metro-North Railroad
  - ±60 foot long Precast Concrete Box Culvert
  - 12 ft. wide opening with paved walking/riding surface sloped for drainage
  - Min. 8'-6" inside height (10' preferred based on final design)
  - Top slab to accommodate railroad loading requirements
  - Interior wall-mounted illumination for safety
  - Staining/texturing concrete surfaces for aesthetics
  - Fencing for railroad protection
  - Precast concrete components for rapid installation coordinated with shortest possible track outage



- Ramp/Stair Access
  - ADA accessibility provided via switchback ramp systems at each end of pedestrian crossing
  - Parallel stair access (approx. 8 ft. vertically on east side and 6 ft. west side)
  - Designs compliant with ADA and building code requirements

### **Regulatory Permitting Requirements**

The pedestrian footbridge construction will be conducted within or adjacent to environmental resources including the Naugatuck River and its associated FEMA designated 100-year floodplain and floodway. The new bridge will potentially trigger federal, state, and local regulatory permits. At this stage it is assumed that only federal funding will be used for the engineering design and/or construction and that the funding will be directed through the Borough and not a State Agency. The following assumptions have been made related to regulatory permits.

The bridge will span above and over the ordinary high-water mark and floodway of the Naugatuck River and will likely have no permanent or temporary impacts to federal waterways or wetlands. At this time, a United States Army Corps of Engineer permit is not likely required.

The project will require NEPA documentation per the federal funding requirements. The project likely qualifies for a NEPA Federal Highway Administration categorical exclusion (CATEX) per the Council of Environmental Quality (CEQ) regulation (40 CFR 1508.4) and § 771.117(a) specifically (3) Construction of bicycle and pedestrian lanes, paths, and facilities. The project will need to prepare a CATEX screening form and prepare a CATEX project summary document to fulfill NEPA compliance requirements.

In addition to NEPA documentation, a FEMA Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) may be required as part of the project permitting and NEPA documentation. This process will require a HEC RAS (river hydraulic) model to be developed for the proposed bridge crossing and approaches to determine potential adverse impacts to conveyance or flood storage within the existing 100-year base flood elevation.

At this time, no state permits are anticipated.

Activities within or adjacent to inland wetlands and watercourses require a permit from the Borough's Inland Wetland Agency. In addition, the activities within the floodplain will require site plan approval through the Borough's planning and zoning commission. It is anticipated that the permit review for both local regulatory agencies will take approximately 3 to 4 months.

### **Railroad Coordination**

The borough will engage CTDOT's Office of Rail and Metro-North officials at the outset of design. The railroad has specific requirements for design of rail-based facilities. Borough staff and design consultants will obtain proper safety training prior to entering upon the railroad right-of-way. The railroad will be consulted in regard to design alternatives with an early focus on constructability and minimizing construction duration – particularly track outages. The railroad underpass will be designed to accommodate minimum rail loading requirements. Fencing and/or other measures will be incorporated into the design for the safety of pedestrians, cyclists, and the railroad itself. The Borough will work with the railroad to obtain Right-of-Entry during design and construction. It is expected the railroad will require a License Agreement for the constructed underpass. As railroad flaggers and

inspectors will have to be deployed during construction, it is anticipated that a Railroad Force Account will be necessary to establish funds from which rail-related expenditures will be paid over the course of the work.

**Cost Opinion**  
**Naugatuck River Active Transportation Crossing**

**Reconnecting Communities and Neighborhoods Grant Application**

**Order of Magnitude Cost Estimate**

**Probable Soft Costs**

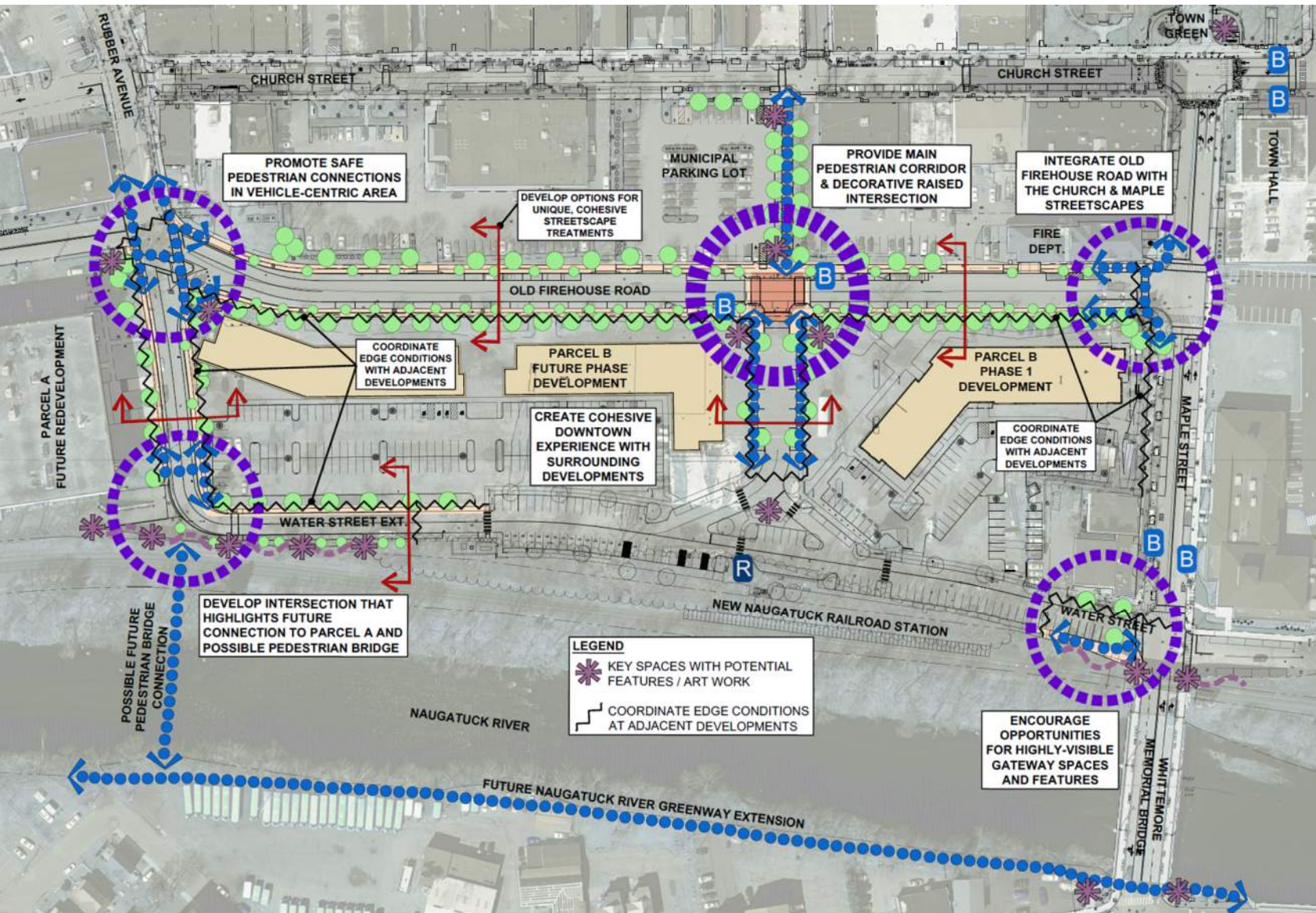
Survey & Geotechnical Investigation	\$125,000
Environmental & Regulatory Permitting, Incl. Hydraulic Modeling	\$190,000
Conceptual Design	\$120,000
Preliminary Design	\$75,000
Final Design	\$200,000
Railroad Design Coordination	\$50,000
Public Outreach	\$25,000
Contingency (20%)	<u>\$150,000</u>
<b>Design Phase Total</b>	<b>\$935,000</b>

**Probable Construction Costs**

Prefabricated Pedestrian bridge	\$4,250,000
Pedestrian underpass	\$1,500,000
Ramps/Stairs/Railings/Approach Site Work	\$1,000,000
Soil Management (historic contamination)	\$100,000
Contingency (20%)	\$1,370,000
Railroad Force Account (Flagging & Inspection)	\$250,000
Incidentals, Inspection & Testing	<u>\$1,700,000</u>
<b>Construction Total*:</b>	<b>\$10,170,000</b>

\*Construction cost assumptions incorporate inflation at 6.5% per annum through FY 2027

# PARCEL A & B MAJOR HUB DEVELOPMENT – STREETSCAPE CONCEPT PLAN

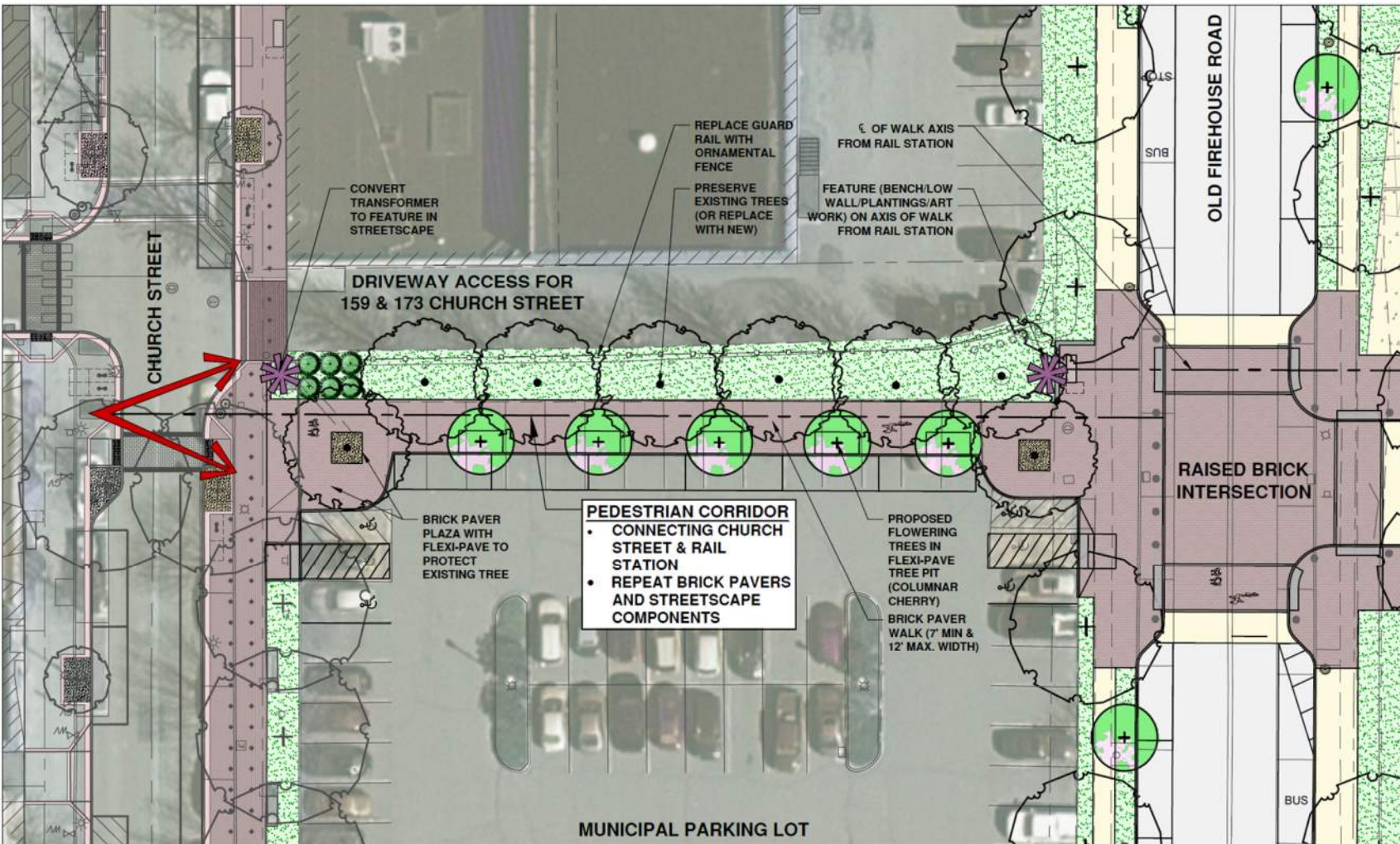


Richter & Cegan Inc.





MAIN PEDESTRIAN CORRIDOR:  
 MAINTAIN  
 EXISTING  
 DRIVEWAY  
 ACCESS AND  
 CONVERT SPACES  
 TO PARALLEL FOR  
 WIDER CORRIDOR



Richter & Cegan Inc.

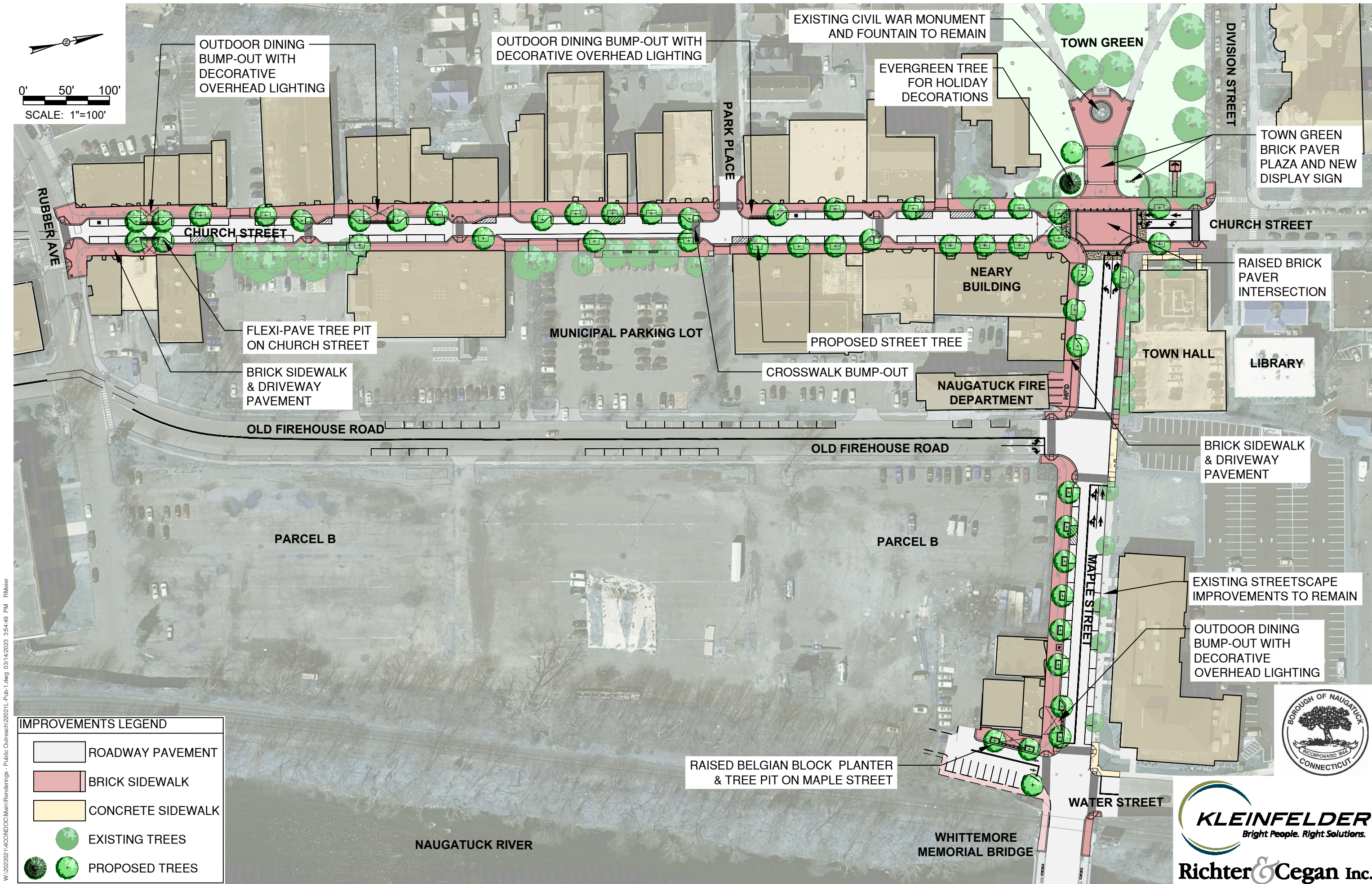






**Naugatuck Station - Rendered Views**  
10/20/2023 Michael Baker Intl





W:\2022\2021\4\COND\OCMain\Renderings - Public Outreach\2021L-Pub-1.dwg 03/14/2023 3:54:49 PM RMeier

**IMPROVEMENTS LEGEND**

	ROADWAY PAVEMENT
	BRICK SIDEWALK
	CONCRETE SIDEWALK
	EXISTING TREES
	PROPOSED TREES

  
**KLEINFELDER**  
*Bright People. Right Solutions.*  
**Richter & Cegan Inc.**









**NORTH ELEVATION**

$1/16'' = 1' - 0''$

**NAUGATUCK RIVER APARTMENTS**

6 Rubber Ave, Naugatuck CT

**Stein | Troost architecture**  
One Morgan Ave, Norwalk CT

12.22.22