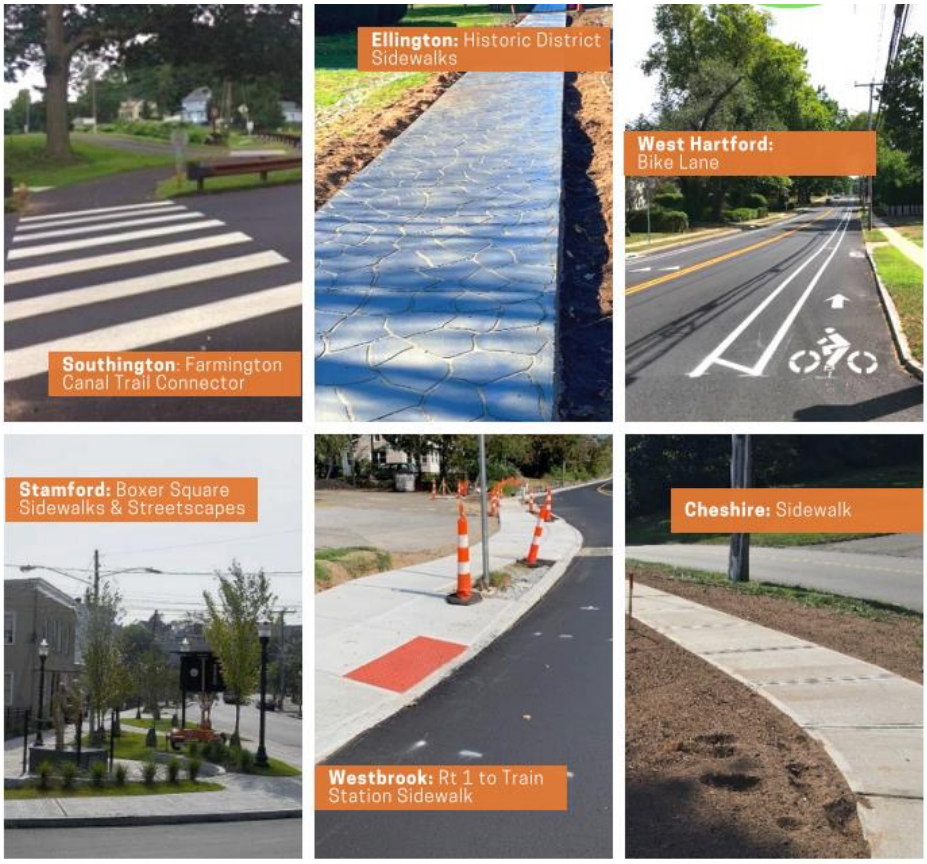
Connecticut Department of Transportation

Community Connectivity Grant Program

(CCGP)

Project Administration Guide



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Introduction

PROGRAM OVERVIEW

The Community Connectivity Program seeks to improve accommodations for bicyclists and pedestrians in urban, suburban, and rural community centers. There is high demand to improve these areas as they not only serve as places where people can meet for social, educational, and recreational activities, but also serve as places of employment, transit hubs, and business districts.

The goal of the Community Connectivity Program is to make conditions safer and more accommodating for pedestrians and bicyclists, thereby encouraging more people to use these healthy and environmentally sustainable modes of travel. Making these improvements will make Connecticut's community centers more attractive places to live and work.

For additional information on the Community Connectivity Program, please visit www.CT-Connectivity-CCGP on the Connecticut Department of Transportation's website.

The initial step toward achieving the program's goal was to offer municipalities "Road Safety Audits" (RSA's) that focused on identifying bike and pedestrian safety concerns within a designated corridor or intersection. An RSA is a formal safety performance examination of an existing road or intersection by an independent multidisciplinary team. Each completed RSA documents individualized short, mid, and long-term recommendations. The RSA is intended to be a planning tool to understand the community's needs and to guide the municipality in selecting, ranking, and prioritizing projects for future funding.

The next step was to establish the Community Connectivity Grant Program (CCGP). The CCGP was developed to provide competitive grants to fund targeted infrastructure improvements that are commonly identified through RSA's, or other transportation planning initiatives. The CCGP provides funding directly to Municipalities that result in smaller scale infrastructure improvements that are aligned with the overall program goals. It should be noted that having completed an RSA is not a prerequisite to receiving funding under the CCGP.

The funding limits for infrastructure improvement projects awarded currently **range between $125,000 and $600,000**. These funds can **only be used for construction activities**. Costs associated with other activities such as engineering; rights-of-way negotiations and acquisitions; utility relocation; and public involvement, are the responsibility of the municipality.

The intent of this program is to fund stand-alone projects up to the approved grant cap. Should expenses exceed the established grant cap, such costs shall be the sole responsibility of the Municipality.

These Guidelines are intended to be a reference for municipalities to explain the process of administering CCGP funds. The Department will evaluate the efficiency and effectiveness of the process over time and may make modifications to these guidelines as needed.

For questions related to these guidelines, please send an e-mail to: CTDOT.CCGP@ct.gov

General Information for Grant Recipients

CORRESPONDENCE

All correspondence for the administration of Community Connectivity Grants should be electronic (via a-mail or other means). A Project Manager will be assigned for each grant and will serve as the point of contact for the Department. All correspondence for the specified grant should be directed to the Project Manager. A general e-mail box, CTDOT.CCGP@ct.gov has been set up for submission of applications and general questions. The Municipality shall designate a primary point of contact who will oversee the project design and to coordinate with the Department's Project Manager.

COMMITMENT TO FUND

Upon award of a Community Connectivity Grant, the Department will issue a Commitment to Fund letter to the Municipality. The Municipality must sign this letter, indicating that they accept the conditions listed, and return it to the project manager or to CTDOT.CCGP@ct.gov.

PROGRESS REPORTING

After receiving the commitment to fund letter, the Municipality is expected to submit quarterly, or on an agreed upon schedule, a Project Status Report to the Project Manager or to CTDOT.CCGP@ct.gov. Please reference the name of the Municipality in the subject of the e-mail. A fillable Project Status Report can be found in Appendix A and on the Department's Community Connectivity Website at: CT Connectivity CCGP

PROJECT SCHEDULE/PROJECT COMPLETION DATE

The Municipality must execute and deliver a Project Authorization Letter (PAL), issued pursuant to the Master Municipal Agreement for Construction Projects, and comply with its terms within a period of 1095 calendar days (3 years) from the execution date of the Commitment to Fund letter. Construction is expected to commence soon after. The PAL will be forwarded to the Municipality for execution **following the acceptance of the Final Design Submission package** by the Department. The Municipality shall provide written notification to the Department of any issues that may affect the schedule. If the time of completion will not be met, the Municipality must request an extension from the Department, in writing, citing the reason and the revised anticipated completion date.

PROJECTS ON OR AFFECTING STATE FACILITIES

Any work on or affecting a State roadway/facility will require an Encroachment Permit via the Department. The Municipality must coordinate with the Department's Maintenance Special Service Office, and possibly the Office of Traffic Engineering, during the design phase to ensure the design is acceptable before an encroachment permit will be subsequently issued. More information on the Department's Encroachment Permit process can be found at: https://portal.ct.gov/DOT/Permits/Highways/Encroachment-Permit. The Commitment to Fund Letter will specify contact information for the specific District Maintenance office.

Design Requirements

ENGINEERING/ GENERAL DESIGN REQUIREMENTS

Engineering is not eligible for funding under the CCGP. However, projects approved for funding under the CCGP will require that a complete project design be prepared in accordance with the design standards designated under "Design Standards" below. Certain procedures must be followed, and documentation submitted to the Department as described in these Guidelines.

Municipalities may utilize their staff or consultants (or a combination thereof) to perform the project design activities.

The Municipality shall prepare a complete design, including, but not limited to, plans, specifications, and detailed cost estimate (PS&E).

NOTE: The Department will not perform any detailed technical reviews of project design and related documents during the engineering phase. Under the CCGP, such reviews are the responsibility of the Municipality.

DESIGN STANDARDS

All Projects must be designed in accordance with the following:

- The Manual of Uniform Traffic Control Devices (MUTCD)
- The 1990 Americans with Disabilities Act (ADA) and/or the 2011 Proposed Guidelines for Pedestrian Facilities in the Public Right of Way (PROWAG)

Recommended guidance for design of bicycle and pedestrian facilities:

- AASHTO Guide for the Development of Bicycle Facilities
- AASHTO Guide for Planning, Design, and Operation of Pedestrian Facilities

Municipally owned Facilities: Projects on locally owned roadways are to be designed in accordance with locally established design standards. In the absence of these, projects shall be designed in accordance with the latest edition of the American Association of State Highway and Transportation Officials (AASHTO) Policy on Geometric Design of Highways and Streets, or the Department's Highway Design Manual.

State-owned Facilities: Projects on State-owned roadways, or that call for project components to be constructed within the State rights-of-way, shall be designed in accordance with the Department's Highway Design Manual and **all** other applicable Department standards. For bridges and structures, design criteria shall be consistent with the latest edition of the AASHTO LRFD Bridge Design Specifications and the Department's Bridge Design Manual.

By participation in this program and the associated certifications required in these guidelines, the primary responsibility for design standards, oversight, rights-of-way acquisition, environmental permitting, and quality assurance/quality control during construction is with municipal officials and not the Department. Initial review of municipal applications and related materials by Department staff is intended to determine eligibility and confirm project purpose and need. General reviews by Department staff at the application stage and of the final package are not to be construed as detailed checks of every aspect of the project.

UTILITIES

The Municipality is responsible for notifying the utility companies of the need for adjustments or relocation of any utility, as necessary. Design Plans should be forwarded to the utility companies as soon as they are developed. A coordination meeting should be held with the utility companies to review the project, any required relocations of

utility facilities, and the project schedule. Utility relocation costs are the responsibility of the Utility Company or the Municipality and are not reimbursable with CCGP funds.

ENVIRONMENTAL DOCUMENTS

The Municipality is responsible for applying for and obtaining all required environmental permits. The Department will not be involved in permit preparation, review, or coordination with the regulatory agencies. Costs associated with environmental permitting are not eligible for funding under the CCGP.

The Department will perform an environmental screening review and complete an Environmental Screening Checklist. The purpose of these screenings is to assist the Municipality in identifying items relative to Flood Management, Natural Resources, Historical/Archaeological Resources and Regulated Contaminated Materials that may need to be investigated or addressed during the design phase. Upon completion of the screening by the Department, the results will be provided to the Municipality. The Municipality will then be responsible for addressing any items identified in the review. The Municipality may be contacted by the Department to provide supplemental information (project plans, detailed project narrative/description, etc.) that may be necessary to perform the screenings.

If work will be performed within a regulated flood plain, the project may qualify for a Flood Management General Certification approval via the Department. If identified on the Environmental Screening Checklist, the following information should be forwarded to the Project Manager at CTDOT.CCGP@ct.gov once available:

- Project description
- Location plan
- Description of Floodplain involvement and how project qualifies for general certification
- 8-1/2" by 11" excerpt copy of the FEMA Flood Insurance Rate Map (FIRM) and Floodway Boundary Map (if applicable)
- Design plans, with FEMA floodplain and floodway boundaries plotted, cross sections and profiles, as necessary, that clearly depict the floodplain involvement
- FEMA 100-year flood elevation plotted on elevation view (for structures)

The Department will **not** authorize the Municipality to advertise the project for bids or otherwise proceed with construction activities until all necessary environmental permits and/or concurrences have been acquired.

PUBLIC INVOLVEMENT

The Municipality is required to conduct a public involvement program to ensure the public is aware of the proposed project and has an opportunity to comment on the proposal. Typically, the Municipality would hold a public informational meeting. However, since the scope of most projects in the CCGP are minor in nature, a public meeting may not be necessary; publishing a notice of the project (with municipal contact information) in a newspaper having circulation in the project area and posting the notice on the municipal website may be adequate.

The extent and specific timing of public outreach for each project is dependent on the project's scope, location, and other factors. Sufficient public notice and an opportunity for public comment are expected. Abutting property owners are typically notified by direct mailing.

It is required that the Municipality keeps a record of the public involvement process, including all comments received and how they were addressed.

RIGHTS-OF-WAY

Rights-of-way is not an eligible expense under the CCGP. If the project requires rights-of-way acquisitions (easement or full/partial taking), the process should begin early in the project design phase. This will allow for sufficient time to acquire the necessary rights/properties by the advertising date. The Municipality is responsible for performing all rights-of-way acquisition activities for the project.

The municipality will be required to certify that all right of way activities associated with the project have been completed as evidenced by submission of documentation required by the Department's Engineering Directive for "State Funded Municipal Projects Requirements for Rights of Way Acquisitions". A copy of this directive can be found in Appendix F or at: CT-Connectivity-CCGP.

*If the required property is donated to the Municipality for the project (i.e. no compensation is made to the property owner), Waivers of Compensation and Appraisal must be executed. A sample waiver can be provided by the Department upon request.

FINAL DESIGN SUBMISSION

Upon completion of project design activities, and prior to issuing an Authorization to advertise /Notice to Proceed, the Municipality must forward the following information to the Department:

a. Complete set of final project plans
b. Specifications
c. Draft Contract documents
d. Final Construction Cost Estimate
e. Final Design Submission Documentation Form (Appendix C)
f. Completed General Municipal Certification for Design Activities Form (Appendix B)

CERTIFICATIONS

The municipality and project designer (as applicable) will be required to certify that various aspects and elements of the project have been thoroughly vetted, addressed, and included in the design. These certifications will be documented by completing the General Municipal Certification for Design Activities Form, which should be included with the final submission to the Department upon completion of design. Copies of this form can be found in the appendix of this document and on the Community Connectivity website at: www.CT-Connectivity-CCGP.

After receipt and acceptance of the final design submission the Department will authorize the Municipality, in writing, to advertise the project for construction bids, or otherwise proceed with the construction of the project. The Municipality shall not advertise the project without authorization from the Department.

Note: It is not the intent of the Department to perform a detailed technical review. The submitted materials will be used to confirm that the project plans and cost estimates are consistent with the project scope and cost approved as part of the application process or as subsequently revised and approved.

BASIC CONTRACT PROVISIONS

In addition to typical front-end bid documents, project-specific technical specifications, etc., the following items must be adhered to:

- Effective October 1, 2015, new Small Business Enterprise (SBE) requirements apply to municipally held public works contracts as required by P.A. 15-5. The Commission of Human Rights and Opportunities (CHRO) is responsible for the administration of these requirements. Refer to the CHRO website for the most current SBE requirements that are to be included in the bid documents and legal notice. Further information can be found on the CHRO web page at www.ct.gov/chro. Questions regarding these requirements are to be directed to CHRO at 860-541-3400.
- Disadvantaged Business Enterprise (DBE)/Small Business Participation Pilot Program (SBPPP) goals will not apply to any construction contracts.
- State prevailing wage rates will be applicable to construction contracts; however, certain exclusions may apply. If applicability of prevailing wage rates to a given contract is in question, the Municipality must coordinate with the Department of Labor. http://www.ctdol.state.ct.us/wgwkstnd/Contact.htm . If applicable, the most recent State prevailing wage rates must be included in the construction contract at the time of advertising.
- Local bidder preferences are not allowed.
- It is required that the prime contractor self-perform a minimum of 50% of the total contract value.
- **The most current required contract provisions for State funded projects are to be included in the contract package. A copy of these documents can be found in Appendix E or at: https://portal.ct.gov/-/media/DOT/documents/dhighwaydesign/Construction-Contracts-Boilerplate-Language----State-Funded-Only---Final-Revised-April-2019.pdf?la=en**

Project Authorization

After review and acceptance of the Final Design Submission, the Department will forward to the Municipality for signature the Project Authorization Letter (PAL) pursuant to their respective executed Master Municipal Agreement for Construction Projects. The PAL will serve as the project agreement between the State and the Municipality for the construction phase and will specify the approved grant amount, as well as identify any other requirements such as maintenance of project-specific features, etc.

The municipality must sign the PAL and return it to the Department before authorization to award the project will be issued by the Department, and a grant payment can be made to the Municipality.

The grant payment to the municipality will include a maximum of 10% for incidentals and 10% contingencies, up to the original grant award amount. **All construction costs above the grant payment amount are the sole responsibility of the Municipality.**

Please note that the issuance of the PAL itself is not final authorization for the Municipality to begin performing work or awarding a contract with respect to the construction project. The Department will formally authorize the Municipality, in writing, to award the contract and proceed with construction.

IMPORTANT: The Municipality will be authorized to proceed with construction activities only when all administrative requirements associated with the use of the grant funds for the project have been met by the Municipality, and the State/Municipal CCGP Grant Agreement (PAL) has been executed. **CCGP participation in the project will be jeopardized should the Municipality proceed with construction without authorization.**

Project Construction

The intent of the CCGP is for the Municipality to have responsibility and control of the construction phase and resulting quality of the completed work. Unless specific problems become apparent or the municipality solicits advice, the Department will generally not be involved in the construction phase.

PARTY RESPONSIBLE FOR CONSTRUCTION PHASE:

For projects funded under the CCGP, responsibility for all construction activities will rest with the municipality. Construction and construction related activities include, but are not limited to:

- Construction
- Contract administration
- Materials testing
- Inspection
- Quality Assurance
- Recordkeeping
- Final certification of completion of construction

The municipality is also responsible for providing design services during construction (shop drawing review, change order preparation, design revisions, etc.).

MUNICIPAL STAFFING:

The municipality must assign a municipal employee to act in the capacity of Municipal Administrator to be in responsible charge of the CCGP project at all times. This individual need not be assigned solely to the project. Responsibilities of the Municipal Administrator must include but are not limited to:

- Be thoroughly knowledgeable of the day-to-day operations of the project, contractors, and the inspection forces.
- Be aware of and involved in decisions relative to changed conditions, which require construction orders.
- Visit the project, as needed, commensurate with the magnitude and complexity of the project and project activity.
- Be responsible and in charge of the consultant/inspection staff during all stages of the project.
- Attend all project meetings as warranted/requested.
- Review the project records for accuracy and compliance with applicable requirements.
- Coordinate with the Department as needed

CONSTRUCTION METHODS:

A. Contract Awarded by Competitive Bidding:

1. The Municipality shall advertise the project for construction bids, award and administer the contract, and provide construction inspection services for the project. The Municipality will be required to conduct the advertising/bidding process in such a way as to ensure an opportunity for free, open and competitive bid proposals. Local bidder preferences are not allowed. If project construction is performed by contract, State prevailing wage rates are to be included in the contract package

   The contract may be subject to State set-aside and contract compliance requirements, which were enacted under Public Act 15-5 and became effective October 1, 2015. The Connecticut Commission on Human Rights and Opportunities (CHRO) is responsible for administering these requirements. The

Municipality must comply with these requirements as applicable, relative to the award of the contract. Further information can be found on the CHRO web page at www.ct.gov/chro. Questions regarding these requirements are to be directed to CHRO at 860-541-3400.

2. After the bid opening, the following information shall be submitted to the Department:
   - Date of bid opening
   - List of all bidders and total bid amount
   - Recommendation from the Municipal Chief Administrative Officer for award of project to the responsible low bidder
   - Written justification for awarding the construction contract to any bidder other than the lowest bidder (Additional coordination and/or documentation may be required)
   - Contractor's Certification of Compliance with Connecticut General Statute Section 31-57b

3. Upon acceptance of the above, the Department will authorize the Municipality, in writing, to award the contract and proceed with construction.

B. State Vendor-in-Place Contract:

1. The Municipality may use the State Vendor-in-Place contract to undertake the construction project as appropriate. The contract unit price for each construction item will be used.
2. Information on State Vendor-in-Place contracts may be found on the DAS website at http://das.ct.gov/cr1.aspx?page=12 :

C. Force Account Construction

1. The term force account shall mean the direct performance of project related construction work by a municipality by use of labor, equipment, materials, and supplies furnished by the Municipality and used under the municipality's direct control.

2. When a municipality desires that construction work be undertaken by force account, it shall submit a request to the State identifying the work to be performed. The Municipality must demonstrate, to the Departments satisfaction, that there is sufficient labor, equipment, and resources available to perform such work satisfactorily and cost effectively.

3. The Municipality shall keep track of labor, material, and equipment on daily work logs as a basis of record for all construction activities. Backup documentation should be kept to verify expenditures and should include:

   a. Time sheets and wage rates for the employees hours for the time period of work performed
   b. Material invoices to verify quantity and cost of materials used
   c. Equipment hours of operation and rates

4. Summary sheets for labor, materials and equipment must be submitted to the Department on an agreed upon timeframe based on the estimated project schedule.

Note: The municipality may consider other construction contracting methods; however, written approval from the Department will be required.

COST PARTICIPATION

Construction will be funded up to the approved grant award amount and may include:

- up to 10% for contingencies to provide an allowance for normal quantity adjustments, minor unforeseen field conditions and minor field changes that do not increase the project scope, extend project limits, etc., plus
- up to 10% for incidentals to provide an allowance for inspection and materials testing services.

A grant payment will be issued to the Municipality up to the approved grant award amount after execution of a Project Authorization Letter (PAL). **All construction phase costs above the grant payment amount are the sole responsibility of the Municipality.**

Costs associated with design services during construction are considered engineering functions and as such are not eligible costs under the CCGP. These costs must be tracked separately from inspection costs to facilitate final audit by the Department.

CONSTRUCTION INSPECTION

Inspection must be adequate to satisfy the engineer overseeing the project construction, as well as to adequately document that the project was built in accordance to the final plans and specifications. The cost of construction inspection services is an eligible cost under the CCGP.

CONSTRUCTION STANDARDS AND SPECIFICATIONS

Municipal standards and specifications may be used only on local roads. In the absence of Municipal standards and specifications, the Department's Form 817 shall be adhered to.

Projects on State-owned roadways, or that have components to be constructed within the State rights-of-way, shall be constructed in accordance with the Department's Form 817.

MATERIAL TESTING:

Local standards or materials testing requirements may be used; however, in the absence of local standards or requirements, materials incorporated into the project must be tested in accordance the Department's Form 817 "Standard Specifications for Roads, Bridges and Incidental Construction"

Minimum testing must include sufficient material testing for structural materials (i.e. concrete, steel, reinforcement, etc.), roadway materials (gravel, subbase, etc.), and HMA to assure the integrity of construction.

PROJECT CONSTRUCTION PROGRESS REPORTS

Each quarter, the Municipality must submit to the Department a narrative of work progress, and the total quarterly expenditure. A template Project Status Report, that should be used, is available in Appendix A of this document and on the Community Connectivity website at: www.CT-Connectivity-CCGP.

NOTIFICATION OF PROJECT COMPLETION/PROJECT CLOSEOUT

In accordance with the terms of the Master Municipal Agreement for Construction Projects, the Municipality must notify the Department, in writing, of the completion of the project. The Municipality must also submit the final total expenditures for the grant. The Department will then perform a final audit, issue an audit report, and close out the grant.

Program Finances

PHASES ELIGIBLE FOR FUNDING

Project phases are eligible for funding as follows:

Engineering/Project Design: Not eligible for funding under the CCGP.

Rights-of-Way: Not eligible for funding under the CCGP.

Construction: Construction phase is eligible to be funded up to 100% of the grant award amount.

AUTHORIZING LEGISLATION / SOURCE OF FUNDING

P.A. 15-1 authorized STO bonds in support of the "Let's Go CT!" program proposed in Governor Malloy's SFY 2016 and 2017 budget. As part of his vision for Connecticut's transportation future, the Governor's Capital Budget included significant funding in SFY's 2016 through 2020 to fund a 5-year ramp-up plan as part of a 30-year, long term strategy to transform the State's transportation infrastructure.

The 5-year ramp-up plan funds a specific list of high priority projects as outlined in the legislation, which are intended to ramp-up the State's capacity to reach the full complement of projects in the 30-year program outlined in *"Let's Go CT!" Connecticut's Bold Vision for a Transportation Future*. The specific list of priority projects includes urban bikeway, pedestrian connectivity, trails and alternative mobility programs under P.A. 15-1, Section 233 (a)(12). The Community Connectivity Grant Program (CCGP) is being implemented in response to P.A. 15-1. The current source of funding for Community Connectivity grants is the *Let's Go CT! Ramp-Up Program*, Fund 13033/SID 43667.

FUNDING LEVEL

Municipalities will be advised of the CCGP funding level with each solicitation issued by the Department. Funding levels are subject to continuation of the Ramp-Up program through 2020 and State Bond Commission approval for allocation of funding. Funding for the CCGP beyond FY2020 will be subject to future Capital Budget approvals by the General Assembly and Governor as part of the biennium budget process.

DISBURSEMENT OF CCGP FUNDS

Payment of CCGP funds to a Municipality by the Department will be on a grant basis (**not** a reimbursement basis) and payments will be made via the Office of State Comptroller's Electronic Fund Transfer ACH (EFT) Program. A grant payment will be made to the Municipality after the Project Authorization Letter (PAL) has been fully executed and supporting documentation is received from the Municipality by the Department, as outlined under the *Design Requirements* section. The payment amount will equal the amount included in the *Commitment to Fund Letter* signed by the Department and the Municipality.

Any costs incurred above the grant payment are the responsibility of the municipality.

FUNDING ACCUMULATION / PROJECT PROGRESS

Funding for the CCGP will not lapse at the end of each State fiscal year; therefore, funds may be accumulated from year to year if not expended. However, per these guidelines, **the Municipality must execute and deliver a Project Authorization Letter (PAL), issued pursuant to the Master Municipal Agreement for Construction Projects, and comply with its terms within a period of 1095 calendar days (3 years) from the execution date of the Commitment to Fund letter. Construction is expected to commence soon after.** Lack of progress by a Municipality may affect the Department's decision to provide approval under future solicitations for additional projects located within that Municipality. In addition, lack of progress on the part of Municipalities to deliver

projects in a timely manner could impact approval of funding by the State Bond Commission and/or continued funding in future Capital Budget authorizations. Use of CCGP as a Match for Federal Funding

The CCGP is intended to be a stand-alone program. Funding received under this program; therefore, is not eligible to be used as local matching funds for receipt of federal funds.

AUDIT REQUIREMENTS

Municipalities must adhere to audit requirements specified in the Municipal Auditing Act (Chapter 111 of the Connecticut General Statutes) and the State Single Audit Act (Chapter 55b of the Connecticut General Statutes). If a Municipality's annual audit will be a single audit, the independent auditor must be notified by the Municipality that it has received funds under the CCGP. **Expenditures directly related to the CCGP must be identified separately from other State financial assistance.** Failure to provide an audit is an event of default under the Municipal/State Project Agreement and may result in the Department requesting the return of the grant and may impact the Municipality's future eligibility in the CCGP.

When the project is complete, the municipality must submit notification in writing to the Department, along with a final report of total expenditures. This report of final expenditures will be used by the Department to determine if funds are to be returned to the CCGP and to close the grant. The Department provided *Expenditure Summary Form* should be used for quarterly/final reporting of expenditures.

The Department's Office of External Audits will review all *Expenditures /State Single Audit Reports* for completed projects to determine if a reimbursement is due the State. If it is determined that a balance is due the State, the Department's Accounts Receivable unit will send an invoice to the Municipality.

UNEXPENDED PROJECT FUNDS

Funds awarded to a Municipality have been provided for a specific project that has received approval from the Department; therefore, unexpended funds cannot be used for any other purpose or project. Unexpended funds will be returned to the Department through the audit process.

List of Appendices

Appendix A: Sample Project Status Report form

Appendix B: Municipal Certification for Design Activities Form

Appendix C: Final Design Submission Documentation Form

Appendix D: Blank

Appendix E: Construction Contracts Boilerplate Language for State Funded Projects

Appendix F: Engineering Directive 2015-6-E State Funded Municipal Projects Requirements for Rights-of-Way Acquisitions

Community Connectivity Grant Program

PROJECT STATUS REPORT

This report should be completed and submitted by e-mail to the Project Manager or to CTDOT.CCGP@ct.gov quarterly, or at an agreed upon interval, following the execution of the Commitment to Fund Letter through the completion of construction.

Municipality: _____

Project Title: _____

Primary Project Contact:_____email:_____

Current Phase: ☐ Not Started ☐ Planning ☐ Design ☐ Final Design ☐ Pre-Construction* ☐ Construction

*Pre-Construction can be considered the time between Final Design Submission and Award of the construction contract.

Reporting Period: ☐ Jan-Mar ☐ Apr-Jun ☐ Jul-Sep ☐ Oct-Dec ☐ Other:_____

Short description of progress for current reporting period:

1) Project Development Status (if project is in construction please skip to section 2)

a. Progress toward completing the "Municipal Certification for Design Activities":

1. Have items that were shown to need attention on the "Community Connectivity Grant Program, Environmental Screening Checklist "for this project been adequately addressed? ☐Yes ☐No ☐N/A

2. Have all permits or approvals required from Federal, State, and local agencies been obtained? ☐Yes ☐No ☐N/A

3. Has a public involvement process has been completed? ☐Yes ☐No

4. For projects within the State right-of-way, has coordination with the Department's District Special Services Office been initiated to ensure the design is acceptable before an encroachment permit will be subsequently issued? ☐Yes ☐No ☐N/A

5. Has any right-of-way required to construct this project been acquired? If so, has documentation required by the Department's Engineering Directive for "State Funded Municipal Projects Requirements for Rights of Way Acquisitions" been submitted for review? A copy of this directive can be found at: http://ctconnectivity.com/ccgp/ ☐Yes ☐No ☐N/A

1) Project Development Status (Continued)

b. Proposed schedule (It is understood that this schedule will likely change as the project nears final design, but an estimate is needed for budgeting purposes to approximate when grant payments will be processed):
   1. Expected date for Final Design Submittal to the Department: _____
   2. Estimated date when construction will begin: _____
   3. Estimated date when construction will be completed: _____

2.) Construction Status

a. Estimated percent of construction complete: _____%_____
b. Estimated date of substantial completion of construction: _____
c. Grant funds spent to date: $_____

Prepared by:_____Date:_____

Additional comments as needed:

Community Connectivity Grant Program

GENERAL MUNICIPAL CERTIFICATION FOR DESIGN ACTIVITIES

To be included with the Final Design Submission.

Project Title: _____

I, _____, duly authorized

by the _____ of _____, do certify and attest to the following:

1. Approval and acceptance of all plans, specifications, and estimates as certified by the Engineer below.

   I, _____(Engineer's name), do hereby certify that the geometric design complies with the latest Connecticut Department of Transportation Highway Design Manual criteria, or previously approved digressions from that standard.

   Signed _____ Date _____

   Connecticut P.E. Registration _____ (Stamp or Seal)

2. That the municipality owns or has the responsibility for maintaining the facility for which funding is sought and will be responsible for all future maintenance of the facility.

3. That all public and private utility relocations have been addressed.

4. That all permits required from Federal, State, and local agencies have been obtained, and all applicable permits, permit conditions, and regulations will be complied with.

5. That this Project involves activity or critical activity within or affecting the floodplain.

   _____Yes _____No

   If yes, the Municipality has received the required permit approvals (via the Department) for activity or critical activity within or affecting the floodplain pursuant to Section 25-68b through 25-68h of the Connecticut General Statutes or an exemption (via the Department) from the Commissioner of the Department of Energy and Environmental Protection from such approval or approval with conditions.

   _____Yes _____No

6. A Public involvement process has been completed, the concerns of the residents have been considered, the project is in the best interest of the general public.

7. All items that were shown to need attention on the "Community Connectivity Grant Program, Environmental Screening Checklist" have been adequately addressed.

8. Project is consistent with the local conservation and development plan.

9. The municipality has coordinated with the Department's District Special Services Office during the design phase and the design has been deemed acceptable for issuance of an encroachment permit for all work within the State right of way.

10. Rights of Way (select one)

    ☐ There are no right of way acquisition activities required as part of the proposed project.

    ☐ All right of way activities associated with the project have been completed as evidenced by submission of documentation required by the Department's Engineering Directive for "State Funded Municipal Projects Requirements for Rights of Way Acquisitions". A copy of this directive can be found at: http://ctconnectivity.com/ccgp/

    The purchase price for all property rights being acquired represents the fair market value of such property rights, as established by a certified appraiser.

    For all property rights that were acquired by donation, a Waiver of Compensation and Appraisal Form has been properly executed.

    Any relocations were completed in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

11. Plans and specifications are complete and signed and sealed by the Engineer of Record.

Signed _____ Date _____

Municipal Seal

COMMUNITY CONNECTIVITY GRANT PROGRAM

FINAL DESIGN SUBMISSION DOCUMENTATION

To be submitted upon completion of final design activities,

Final Design Submission is hereby made by the Municipality of _____ for funding under the Community Connectivity Grant Program for the following project:

Project Title: _____

Project Location: _____

Engineer of Record (CT Professional Engineer Responsible for Project Design):

Name: _____

Firm: _____

License No.: _____ Telephone: _____ FAX: _____

Street Address: _____

City, State, ZIP: _____

E-Mail: _____

Municipal Administrator (Employee Responsible for Construction Administration)

Name & Title of Official Contact: _____

Street Address: _____

City, State, ZIP: _____

Telephone Number(s): _____

E-Mail: _____

Items submitted as part of the final package

- ☐ Plans
- ☐ Specifications
- ☐ Contract Documents
- ☐ Engineer's Final Estimates
- ☐ General Municipal Certification for Design Activities Form

Project Schedule:

Anticipated Construction Advertising _____

Anticipated Construction Contract Award _____

Anticipated Construction Start _____

Anticipated Construction Completion _____

Summary of Project Cost vs Grant Amount

A.	Total Estimated Project Construction Cost	$
B.	Total Grant Amount Awarded to Municipality	$
C.	Payment to Be Issued to Municipality Under This PAL (Must be equal or less than line B)	$
D.	Anticipated Balance of Grant Awarded to Municipality (B minus C)	$
E.	Estimated Costs Over the Grant Award Amount That Shall Be the Responsibility of the Municipality (If B is less than A)	$

April 2019

Construction Contracts - Required Contract Provisions
(State Funded Only Contracts)

Index

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2. Contractor Work Force Utilization / Specific Equal Employment Opportunity

3. Contract Wage Rates

4. Americans with Disabilities Act of 1990, as Amended

5. Connecticut Statutory Labor Requirements

    a. Construction, Alteration or Repair of Public Works Projects; Wage Rates
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18. Tangible Personal Property

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EXHIBIT B – Contractor Work Force Utilization / Equal Employment Opportunity (page 14)
EXHIBIT C – Health Insurance Portability and Accountability Act of 1996 (HIPAA) (page 17)
EXHIBIT D - Campaign Contribution Restriction (page 25)
EXHIBIT E - State Wage Rates (Attached at the end)

1. Title VI of the Civil Rights Act of 1964 / Nondiscrimination Requirements

The Contractor shall comply with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000 et seq.), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances attached hereto at Exhibit A, all of which are hereby made a part of this Contract.

2. Contractor Work Force Utilization / Equal Employment Opportunity

(a) The Contractor shall comply with the Contractor Work Force Utilization / Equal Employment Opportunity requirements attached at Exhibit B and hereby made part of this Contract, whenever a contractor or subcontractor at any tier performs construction work in excess of $10,000. These goals shall be included in each contract and subcontract. Goal achievement is calculated for each trade using the hours worked under each trade.

(b) Companies with contracts, agreements or purchase orders valued at $10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program. Plans shall be updated as required by ConnDOT.

3. Contract Wage Rates

The Contractor shall comply with:

The State wage rate requirements indicated in Exhibit E hereof are hereby made part of this Contract.

Prevailing Wages for Work on State Highways; Annual Adjustments. With respect to contracts for work on state highways and bridges on state highways, the Contractor shall comply with the provisions of Section 31-54 and 31-55a of the Connecticut General Statutes, as revised.

As required by section 1.05.12 (Payrolls) of the State of Connecticut, Department of Transportation's Standard Specification for Roads, Bridges and Incidental Construction (FORM 816), as may be revised, every Contractor or subcontractor performing project work on a federal aid project is required to post the relevant prevailing wage rates as determined by the United States Secretary of Labor. The wage rate determinations shall be posted in prominent and easily accessible places at the work site.

4. Americans with Disabilities Act of 1990, as Amended

This provision applies to those Contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), (Act), during the term of the Contract. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this Contract, either now or during the term of the Contract as it may be amended, will render the Contract voidable at the option of the State upon notice to the contractor. The Contractor warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act, as the same applies to performance under this Contract.

5. Connecticut Statutory Labor Requirements

(a) Construction, Alteration or Repair of Public Works Projects; Wage Rates. The Contractor shall comply with Section 31-53 of the Connecticut General Statutes, as revised. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

(b) Debarment List. Limitation on Awarding Contracts. The Contractor shall comply with Section 3l-53a of the Connecticut General Statutes, as revised.

(c) Construction Safety and Health Course. The Contractor shall comply with section 31-53b of the Connecticut General Statutes, as revised. The contractor shall furnish proof to the Labor Commissioner with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 of the Connecticut General Statutes, as revised, on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

Any employee required to complete a construction safety and health course as required that has not completed the course, shall have a maximum of fourteen (14) days to complete the course. If the employee has not been brought into compliance, they shall be removed from the project until such time as they have completed the required training.

Any costs associated with this notice shall be included in the general cost of the contract. In addition, there shall be no time granted to the contractor for compliance with this notice. The contractor's compliance with this notice and any associated regulations shall not be grounds for claims as outlined in Section 1.11 – "Claims".

(d) Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited. The Contract is subject to Section 31-57b of the Connecticut General Statutes, as revised.

(e) Residents Preference in Work on Other Public Facilities. NOT APPLICABLE TO FEDERAL AID CONTRACTS. Pursuant to Section 31-52a of the Connecticut General Statutes, as revised, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states

6. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)

The Contractor shall comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The Contractor is responsible for determining its tax liability. If the Contractor purchases materials or supplies pursuant to the Connecticut Department of Revenue Services' "Contractor's Exempt Purchase Certificate (CERT-141)," as may be revised, the Contractor acknowledges and agrees that title to such materials and supplies installed or placed in the project will vest in the State simultaneously with passage of title from the retailers or vendors thereof, and the Contractor will have no property rights in the materials and supplies purchased.

Forms and instructions are available anytime by:

Internet: Visit the DRS website at www.ct.gov/DRS to download and print Connecticut tax forms; or Telephone: Call 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) and select Option 2 or call 860-297-4753 (from anywhere).

7. Executive Orders

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

8. Non Discrimination Requirement (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised): References to "minority business enterprises" in this Section are not applicable to Federal-aid projects/contracts. Federal-aid projects/contracts are instead subject to the Federal Disadvantaged Business Enterprise Program.

(a) For purposes of this Section, the following terms are defined as follows:

(1) "Commission" means the Commission on Human Rights and Opportunities;
(2) "Contract" and "contract" include any extension or modification of the Contract or contract;
(3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
(4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
(5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

(7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

(10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and “contract” do not include a contract where each contractor is (1) a political subdivision of the State of Connecticut, including, but not limited to municipalities, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state of the United States, including but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3), or (4) of this subsection.

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

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

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

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

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

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

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

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such

provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

Please be aware the Nondiscrimination Certifications can be found at the Office of Policy and Management website:

https://portal.ct.gov/OPM/Fin-PSA/Forms/Nondiscrimination-Certification

9. Whistleblower Provision

The following clause is applicable if the Contract has a value of Five Million Dollars ($5,000,000) or more.

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

10. Connecticut Freedom of Information Act

(a) Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

(b) Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives from the Contractor. However, all materials associated with the Contract are subject to the terms of the FOIA and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must

accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking the documentation as "CONFIDENTIAL," DOT will first review the Contractor's claim for consistency with the FOIA (that is, review that the documentation is actually a trade secret or commercial or financial information and not required by statute), and if determined to be consistent, will endeavor to keep such information confidential to the extent permitted by law. See, *e.g.,* Conn. Gen. Stat. §1-210(b)(5)(A-B). The State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. Should the State withhold such documentation from a Freedom of Information requester and a complaint be brought to the Freedom of Information Commission, the Contractor shall have the burden of cooperating with DOT in defense of that action and in terms of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State have any liability for the disclosure of any documents or information in its possession which the State believes are required to be disclosed pursuant to the FOIA or other law.

11. Service of Process

The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoints the Secretary of State of the State of Connecticut, and his successors in office, as agent for service of process for any action arising out of or as a result of this Contract; such appointment to be in effect throughout the life of this Contract and six (6) years thereafter.

12. Substitution of Securities for Retainages on State Contracts and Subcontracts

This Contract is subject to the provisions of Section 3-ll2a of the General Statutes of the State of Connecticut, as revised.

13. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor shall comply, if applicable, with the Health Insurance Portability and Accountability Act of 1996 and, pursuant thereto, the provisions attached at Exhibit C, and hereby made part of this Contract.

14. Forum and Choice of Law

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

transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

15. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

16. Audit and Inspection of Plants, Places of Business and Records

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. For the purposes of this Section, "Contractor Parties" means the Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

(b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(e) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(f) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

17. Campaign Contribution Restriction

For all State contracts, defined in Conn. Gen. Stat. §9-612(f)(1) as having a value in a calendar year of $50,000 or more, or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," a copy of which is attached hereto and hereby made a part of this contract, attached as Exhibit D.

18. Tangible Personal Property

(a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

(1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
(2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
(3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
(4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
(5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

(b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

(c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

19. Bid Rigging and/or Fraud – Notice to Contractor

The Connecticut Department of Transportation is cooperating with the U.S. Department of Transportation and the Justice Department in their investigation into highway construction contract bid rigging and/or fraud.

A toll-free "HOT LINE" telephone number 800-424-9071 has been established to receive information from contractors, subcontractors, manufacturers, suppliers or anyone with knowledge of bid rigging and/or fraud, either past or current. The "HOT LINE" telephone number will be available during normal working hours (8:00 am – 5:00 pm EST). Information will be treated confidentially and anonymity respected.

20. Consulting Agreement Affidavit

The Contractor shall comply with Connecticut General Statutes Section 4a-81(a) and 4a-81(b), as revised. Pursuant to Public Act 11-229, after the initial submission of the form, if there is a change in

the information contained in the form, a contractor shall submit the updated form, as applicable, either (i) not later than thirty (30) days after the effective date of such change or (ii) prior to execution of any new contract, whichever is earlier.

The Affidavit/Form may be submitted in written format or electronic format through the Department of Administrative Services (DAS) website.

EXHIBIT A

TITLE VI CONTRACTOR ASSURANCES

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

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 shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

A. Withholding contract payments until the Contractor is in-compliance; and/or
B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may -direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States

EXHIBIT B

CONTRACTOR WORKFORCE UTILIZATION / EQUAL EMPLOYMENT OPPORTUNITY

1. **Project Workforce Utilization Goals:**
   These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted or funded) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where the work is actually performed.

   Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications which contain the applicable goals for minority and female participation.

   The goals for minority and female utilization are expressed in percentage terms for the contractor's aggregate work-force in each trade on all construction work in the covered area, are referenced in the Appendix A below.

STATE FUNDED PROJECTS (only)
APPENDIX A
(Labor Market Goals)

LABOR MARKET AREA GOAL				***Minority***
Female				
Bridgeport				**22.7%**
1.4%				
Ansonia	Beacon Falls	Bridgeport	Derby	
Easton	Fairfield	Milford	Monroe	
Oxford	Seymour	Shelton	Stratford	
Trumbull				
Danbury				**10.7%**
3.8%				
Bethel	Bridgewater	Brookfield	Danbury	
Kent	New Fairfield	New Milford	Newtown	
Redding	Ridgefield	Roxbury	Sherman	
Washington				
Danielson				**4.3%**
1.8%				
Brooklyn	Eastford	Hampton	Killingly	
Pomfret	Putnam	Scotland	Sterling	
Thompson	Voluntown	Union	Woodstock	
Hartford				**13.7%**
2.1%				
Andover	Ashford	Avon	Barkhamsted	

Belin	Bloomfield	Bolton	Bristol
Burlington	Canton	Chaplin	Colchester
Columbia	Coventry	Cromwell	Durham
East Granby	East Haddam	East Hampton	East Hartford
East Windsor	Ellington	Enfield	Farmington
Glastonbury	Granby	Haddam	Hartford
Harwinton	Hebron	Lebanon	Manchester
Mansfield	Marlborough	Middlefield	Middletown
Newington	Plainville	Plymouth	Portland
Rocky Hill	Simsbury	Somers	South Windsor
Southington	Stafford	Suffield	Tolland
Vernon	West Hartford	Wethersfield	Willington
Winchester	Windham	Windsor	Windsor Locks

Lower River	**4.3%**
1.8%	

Chester	Deep River	Essex	Old Lyme
Westbrook			

LABOR MARKET AREA GOAL ***Minority***
Female

New Haven	**17.9%**
3.1%	

Bethany	Branford	Cheshire	Clinton
East Haven	Guilford	Hamden	Killingworth
Madison	Meriden	New Haven	North Branford
North Haven	Orange	Wallingford	West Haven
Woodbridge			

New London	**7.4%**
3.1%	

Bozrah	Canterbury	East Lyme	Franklin
Griswold	Groton	Ledyard	Lisbon
Montville	New London	North Stonington	Norwich
Old Lyme	Old Saybrook	Plainfield	Preston
Salem	Sprague	Stonington	Waterford
Hopkinton	RI – Westerly Rhode Island		

Stamford	**33.2%**
2.1%	

Darien	Greenwich	New Canaan	Norwalk
Stamford	Weston	Westport	Wilton

Torrington	**4.3%**
1.8%	

Canaan	Colebrook	Cornwall	Goshen
Hartland	Kent	Litchfield	Morris
Norfolk	North Canaan	Salisbury	Sharon

Torrington	Warren		
Waterbury 1.6%			**12.4%**
Bethlehem	Middlebury	Naugatuck	Prospect
Southbury	Thomaston	Waterbury	Watertown
Wolcott	Woodbury		

Rev. 4/24/2019

EXHIBIT C

Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

(a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

(b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

(c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter the "Department") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and

(d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and

(e) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; and

(f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

(g) Definitions

(1) "Breach shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))

(2) "Business Associate" shall mean the Contractor.

(3) "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.

(4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

(5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5))

(6) "Individual" shall have the same meaning as the term "individual"' in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

(7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.

(8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.

(9) "Required by Law"' shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.

(12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.

(13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R.§ 164.304.

(14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.

(15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

(1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

(2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.

(3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

(5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.

(6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.

(7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.

(8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.

(9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(10)Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(11)Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(12)Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.

(13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.

(14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.

(15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(16) Obligations in the Event of a Breach

A. The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.
B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)) . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
    1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.

    2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).

    3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.

    4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.

    5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to

individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

D. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

E. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(i) Permitted Uses and Disclosure by Business Associate.

(1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions

(A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination.

(1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

(B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

(C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination

(A) Except as provided in (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity

within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

(1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.

(2) Amendment. The Parties agree to take such action as in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.

(4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

(5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

(6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the

HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly** *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to $2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to $2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than $5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may resulting the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.
Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “Lobbyist/Contractor Limitations.”

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization**,** (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract,* (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

EXHIBIT E

(state wages will be inserted here)

Connecticut DOT

Bureau of Engineering and Construction

Number: 2015-6-E

Date: August 14, 2015

ENGINEERING DIRECTIVE

Scott A. Hill, P.E.
2015.08.14
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Engineering Administrator

State Funded Municipal Projects
Requirements for Right of Way Acquisitions

This Directive concerns the acquisition of property rights by municipalities for projects utilizing State-only funding assistance (i.e., no federal funds). The provisions herein apply when the municipality or a consultant acquires property rights needed for a State-only funded construction project, whether or not State funds are used for the acquisition(s). This category includes projects funded through the State Local Bridge Program and Local Transportation Capital Improvement Program (LOTCIP).

Although State-only funding programs are intended to simplify and expedite project delivery, some measures are needed to protect the interests of property owners and the public. Therefore, the lead Engineering design unit shall submit the following documentation to the Division of Rights of Way for each permanent property acquisition:

- Property Map,
- Title Certification,
- Appraisal,
- Written offer,
- Record of payment or Waiver of Compensation and Appraisal,
- Deed filed with the Town Clerk's Office.

The Division of Rights of Way will verify receipt of the documentation and reply to the lead Engineering unit accordingly.