



# Connecticut Department of Transportation

## Community Connectivity Grant Program (CCGP)

# Program Guidelines

March 2023



# **Table of Contents**

Introduction .....	4
Program Overview .....	4
1.0 Eligibility .....	5
1.01 General .....	5
1.02 Eligible Activities .....	5
1.1 Application Process .....	6
1.11 Application Solicitation .....	6
1.12 Party Responsible for Application Preparation: .....	6
1.13 Endorsement/Recommendation of CCGP Application .....	6
1.14 Submission of CCGP Application to the Department .....	6
1.15 Cost Participation .....	6
1.2 Application Evaluation and Project Selection .....	7
1.21 Department Review, Scoring and Ranking Process .....	7
1.22 Scoring System .....	7
1.23 Grant Award .....	8
2.0 General Information for Grant Recipients .....	9
2.01 Correspondence .....	9
2.02 Commitment to Fund .....	9
2.03 Progress reporting .....	9
2.04 Project Schedule/Project Completion Date .....	9
2.05 Projects on or Affecting State Facilities .....	9
2.1 Design Requirements .....	10
2.11 Engineering/ General Design Requirements .....	10
2.12 Design Standards .....	10
2.13 ADA Compliance: .....	11
2.14 Utilities .....	11
2.15 Environmental Documents .....	11
2.16 Public Involvement .....	12
2.17 Rights-Of-Way .....	12
2.2 Final Design Submission .....	14
2.21 Final Submission Package .....	14
2.22 Certifications .....	14
2.23 Basic Contract Provisions .....	14
2.3 Project Authorization .....	16
2.31 Project Authorization Letter (PAL) .....	16
2.32 Authorization to Advertise .....	16
2.33 Advertising for Construction Bids .....	16
2.34 Authorization to Award .....	16
2.34 Other methods of construction .....	17
2.4 Project Construction .....	18
2.41 Party Responsible for Construction Phase: .....	18
2.42 Municipal Staffing: .....	18

2.43	Construction Inspection .....	18
	Construction Standards and Specifications .....	18
	Material Testing:.....	19
2.45	Project CONSTRUCTION Progress Reports.....	19
2.46	Notification of Project Completion/Project Closeout.....	19
2.47	Cost Participation.....	19
2.5	Program Finances .....	20
2.51	Phases Eligible for Funding .....	20
2.52	Authorizing Legislation / Source of Funding .....	20
2.53	Funding Level .....	20
2.54	Disbursement of CCGP Funds .....	20
2.55	Funding Accumulation / Project Progress.....	20
2.56	Use of CCGP as a Match for Federal Funding.....	20
2.57	Combining State funding sources .....	21
2.58	Audit Requirements .....	21
2.59	Unexpended Project Funds.....	21
List of Appendices .....		22
	Appendix A: Project Status Report Form (Fillable PDF)	
	Appendix B: Municipal Certification for Design Activities Form (Fillable PDF)	
	Appendix C: Final Design Submission Documentation Form (Fillable PDF)	
	Appendix D: Notification of Project Completion Form (Fillable PDF)	
	Appendix E: Construction Contracts Boilerplate Language for State Funded Projects (PDF)	
	Appendix F: Engineering Directive 2015-6-E State Funded Municipal Projects Requirements for Rights-of-Way Acquisitions	
	Appendix G: ADA Technical Infeasibility Form (TIF)	

# Introduction

---

## PROGRAM OVERVIEW

The Community Connectivity Program (CCP) seeks to improve accommodations for bicyclists, pedestrians, and transit users in urban, suburban, and rural community centers. The goal of the Community Connectivity Program is to provide equitable levels of access to transportation by making conditions safer for people of all ages to walk, bike and use transit, thereby encouraging more people to use these healthy and environmentally sustainable modes of travel.

The Community Connectivity Grant Program (CCGP) is a competitive grant program developed by the Connecticut Department of Transportation (Department), that provides construction funding to municipalities for initiatives that will contribute to reaching the overall goal of the CCP. These improvements will make Connecticut's community centers more attractive places to live and work. Starting with the 2023 solicitation, the Department will solicit applications for grants every two years, contingent upon available funding. In year 1, applications will be collected, reviewed, and awarded based on available program funds. Applications that were not funded in year 1 due to the commitment of all funds for that year, will be held for review and consideration of award in year 2, contingent on additional funds becoming available.

The funding limits for grants awarded in the 2023 solicitation is between \$100,000 and \$800,000 and can only be used to fund activities related to project construction. 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 were prepared to outline the process from application preparation and submission, through final project design approval and construction. 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](mailto:CTDOT.CCGP@ct.gov)

For additional information on the Community Connectivity Program, please visit [www.CT-Connectivity-CCGP](http://www.CT-Connectivity-CCGP) on the Connecticut Department of Transportation's website.

# SECTION 1 – APPLICATION THROUGH AWARD

## 1.0 Eligibility

---

### 1.01 GENERAL

Municipalities that have entered into a Master Municipal Agreement for Construction Activities with the Department are eligible to apply for grants under this program. Other entities must request sponsorship from the Connecticut Municipality where the project is proposed. Applications must be complete and submitted to the Department by the closing date set in the solicitation.

**In order to be eligible for funding under this solicitation, municipalities that were previously awarded a grant under the CCGP must have progressed their current project past the point of submission of Final Design and have been issued a written Notice to Proceed or Authorization to Advertise their project for construction by the application deadline or prior to announcement of year 2 awards, if applicable.**

### 1.02 ELIGIBLE ACTIVITIES

The funding limits for infrastructure improvement projects awarded for this solicitation **range from \$100,000 to \$800,000**. These funds can **only be used for construction activities**. Costs associated with other activities such as engineering, rights-of-way negotiations and acquisitions, and public involvement, are the responsibility of the municipality and will be considered the local match.

Activities eligible for funding under this program shall improve access and conditions for active transportation users. Such improvements include, but are not limited to, construction of facilities for pedestrian, bicycle, and transit users.

Multi-use trails are eligible under CCGP; however, recreational trails are ineligible.

- A multi-use trail is generally considered a form of infrastructure that supports multiple transportation and recreational modes such as walking, bicycling, and wheelchair users. Multi-use paths funded under this program must provide a transportation function and are expected to conform to established Americans with Disabilities Act (ADA) and American Access Board (ABA) Accessibility Guidelines for the Public Rights-of-Way relative to facility width, geometry, surface type, and accessibility.
- Recreational trails are those that primarily serve a limited group of users and provide limited transportation function due to the characteristics of the facility, such as connectivity, width, geometry, and surface type.

The intent of this program is to fund stand-alone projects with independent utility up to the awarded amount (cap). **Should expenses exceed the awarded amount, such cost increases shall be the sole responsibility of the Municipality.** Grant funding shall not be used in conjunction with other state funds without first being approved by the Department. Grant funds cannot be combined with federal funds.

# 1.1 Application Process

---

## 1.11 APPLICATION SOLICITATION

The Department will solicit applications for the CCGP by reaching out to Municipalities in one or more of the following methods:

- Press release
- Social media posting
- Electronic notification to the Chief Elected Official, or Chief Executive Official of each Municipality
- Notification through the UConn Technology Transfer (T2) Center, and
- Notification through the Councils of Government

## 1.12 PARTY RESPONSIBLE FOR APPLICATION PREPARATION:

The Municipality is responsible for preparing the CCGP application and providing any required supporting documentation as outlined in these Guidelines.

## 1.13 ENDORSEMENT/RECOMMENDATION OF CCGP APPLICATION

CCGP applications submitted to the Department by the Municipality must include the signature of the municipal Chief Executive Official, indicating their support and recommendation of the project. (The title of the Chief Executive Official can be changed to reflect the appropriate title with respect to your municipality's form of government (i.e., Mayor, Town Manager, First Selectman, etc.)

## 1.14 SUBMISSION OF CCGP APPLICATION TO THE DEPARTMENT

Each Municipality is eligible to submit one (1) application per solicitation for this program. Please submit your completed CCGP application and required documents electronically to: [CTDOT.CCGP@ct.gov](mailto:CTDOT.CCGP@ct.gov).

Due to the typically large volume of applications, **please include "CCGP2023" and the Municipality Name** in the subject line of the email when submitting.

The deadline for submission will be stated in the individual solicitation announcement.

## 1.15 COST PARTICIPATION

All costs associated with preparing, reviewing, and submitting the CCGP application and any required supporting documentation by the Municipality are **not** eligible for funding under CCGP, or reimbursement by the Department. This includes the cost of any consultant services procured by the municipality in the application process.

# 1.2 Application Evaluation and Project Selection

## 1.21 DEPARTMENT REVIEW, SCORING AND RANKING PROCESS

This is a competitive grant program, and the evaluation of applications will be completed using a scoring system developed by the Department. Meeting eligibility criteria is strictly a prerequisite for consideration and does not guarantee award of a grant. The Department will conduct an assessment and assign point values to each evaluation component and will use this to develop a total score as described in the Scoring System section outlined below. Grants will be awarded based on the cumulative amount of the highest scoring applications until the established program funds are fully committed.

**The Department will not perform any detailed technical reviews of project scope, cost estimates or any other supporting documentation. Under the CCGP, such evaluations are the responsibility of the Municipality, as must be documented in a complete application package.**

## 1.22 SCORING SYSTEM

The application will be scored based on the rating criteria below. The number of maximum possible points assigned to each criterion reflects the relative importance to the program goal. Points are awarded based on how well the application meets the criteria.

### Rating Criteria - General

Section	Criteria	Maximum Points
1.	Budget	10
2.	Public Benefit Impact (Accessibility, Equity, Safety, and Public Support)	30
3.	Transportation Network / Connectivity Impact	30
4.	Readiness to proceed	30
5.	Bonus Points	10
	Total	110

### Rating Criteria - Components

<b>1. BUDGET</b>	<b>(Max 10)</b>
The application includes an accurate/detailed cost estimate using template provided as noted below	5
If the project budget exceeds grant amount did the application demonstrate the Municipality's ability to complete the project with local funds?	5
<b>2. PUBLIC BENEFIT</b>	<b>(Max 30)</b>
Does the Application describe how the proposed project will benefit the area within the community?	5
Are there any known or demonstrated deficiencies for active transportation modes in the project location that this proposal would address?	5

Does the Application demonstrate public/community support, includes documentation of support?	5
Does the project address a specific safety concern or include improvements that will create a more accessible and safer environment for non-motorized and transit users?	5
Does the proposed project improve transportation access for underserved communities, including but not limited to minority communities, zero-vehicle households, low-income households, Limited-English speaking households, people with disabilities or those under 18 and over 65 years of age?	10
<b>3. TRANSPORTATION NETWORK/CONNECTIVITY IMPACT</b>	<b>(Max 30)</b>
Does the project have the potential to benefit many users?	5
Does the proposed project connect land uses (residential, transit node, school, park, library, community center, office/retail) for everyday use?	10
Is the project included in a Complete Streets Plan, ADA Transitions Plan, Safety Action Plan, or local Strategic Safety Plan to improve vulnerable user safety? and/or does the project address the recommendations of a Road Safety Audit? And/or is the project in alignment with local/regional plans?	5
Does the proposed project close a gap or provide/improve a first/last mile connection?	10
<b>4. READINESS TO PROCEED</b>	<b>(Max 30)</b>
Level of preliminary work complete: studies, preliminary concept, PD, FD	15
Right of Way secured, or none needed	5
Utility/ other conflicts	5
Federal, State, and local permitting required for the project has been identified or the Municipality has already identified/determined that no permits are required	5
<b>5. BONUS POINTS</b>	<b>(Max 10)</b>
Does the Municipality have a complete Streets Plan, and the project is consistent with such plan?	5
Does the municipality have a Complete Streets Policy, and the project is consistent with such policy?	2
Does the municipality have an ADA Transition Plan, and the project is consistent with such plan?	3

**1.23 GRANT AWARD**

Following application evaluation process, applications will be ordered in a final list by total score. Project will be selected for award starting with the highest point applications and continue until the available funds for the current year have been committed. It is estimated that awards will be announced 60-90 day following the application deadline. Applicants whose projects have been selected for funding will be notified directly prior to the general announcement of grant awards via press release.



## SECTION 2 – GRANT PROJECT ADMINISTRATION

### 2.0 General Information for Grant Recipients

---

#### 2.01 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](mailto: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.

#### 2.02 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](mailto:CTDOT.CCGP@ct.gov).

#### 2.03 PROGRESS REPORTING

After receiving the commitment to fund letter, the Municipality is expected to submit a Project Status Report soon after the end of each quarter of the calendar year. The preferred method of providing status reports is using the online [MS Forms Quarterly Survey](#) located on the CCGP website. An alternative method is to complete a fillable PDF Project Status Report, which can be found in Appendix A and on the CCGP Website at: [CT Connectivity CCGP](#), and send the DOT Project Manager or to [CTDOT.CCGP@ct.gov](mailto:CTDOT.CCGP@ct.gov). Please reference the name of the Municipality in the subject of the e-mail.

#### 2.04 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.

#### 2.05 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.

## 2.1 Design Requirements

---

### 2.11 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.***

### 2.12 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.

## 2.13 ADA COMPLIANCE:

Background The Americans with Disabilities Act of 1990 (ADA) is built upon the foundation laid by Section 504 of the Rehabilitation Act. While Section 504 applies only to entities receiving federal financial assistance, the ADA covers all state and local governments, including those that receive no federal financial assistance. The Department's ADA policy is documented in Policy Statement EX.O.-17 Americans with Disabilities Policy. In 2013, the U.S. Access Board issued a proposed version of Public Rights of Way Accessibility Guidelines (PROWAG) to address access to sidewalks and streets, crosswalks, curb ramps, pedestrian signals, on-street parking, and other components of right-of-way. The Federal Highway Administration (FHWA) has recommended the use of PROWAG as a best practice since some rights-of-way features are not fully addressed in the current ADA Accessibility Guidelines (ADAAG) requirements.

All projects that include improvements in the public right of way must comply with applicable accessibility guidelines/requirements.

### **Municipal Guidance for CCGP Projects:**

All temporary and/or permanent accessibility barriers within the limits of a proposed CCGP project must be addressed. On May 31, 2019, the Department issued an Engineering Directive, ED-2019-7, adopting the PROWAG for use in the development of updated accessibility design guidance as a best practice. Should the use of PROWAG for a specific design element be determined to be technically infeasible, ADAAG guidelines shall be followed if applicable. The technical infeasibility for any design element not satisfying PROWAG guidelines shall be documented and approved using the Department's ADA Technical Infeasibility Form (TIF Form) (see Appendix G). ADA Design Standards Minimum and maximum ADA design standards are provided in the TIF Form as a tool for the evaluation of existing pedestrian facilities, for the layout and inspection of new pedestrian facilities, and for assistance in completing the TIF Form. The pedestrian facilities in a CCGP project must meet the applicable values provided or be justified as non-standard facilities using the TIF Form. Municipal Approval and Acceptance of Non-compliant ADA Facilities For locally administered Federal-Aid and State-funded projects (including CCGP), the local Public Works Director or the highest-ranking official must sign the TIF Form.

- For all locations that occur on municipally owned transportation facilities, the TIF Form must be completed by the Municipality and retained in the project files.
- For all locations that occur on State property or State-maintained roadways, the TIF Form must be completed by the Municipality and forwarded to the Department's ADA Engineering Coordination Unit for review and acceptance. If the form is rejected due to lack of justification, the TIF Form shall be revised and resubmitted with attachments responding to the previous comments. The TIF Form shall be attached to an email and forwarded to [dot.adatransitionplan@ct.gov](mailto:dot.adatransitionplan@ct.gov).

## 2.14 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.

## 2.15 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.

**Flood Management** - 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](mailto: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)

**Note:** Requests for certification under the Department's Flood Management General Certification must come from the CTDOT Project Manager. The Department's office of Hydraulics & Drainage will not accept requests directly from municipal staff or their consultant.

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.

## 2.16 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.

## **2.17 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.

## 2.2 Final Design Submission

---

### 2.21 FINAL SUBMISSION PACKAGE

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. **If encroachment permit is required:** Approval Letter from District Special Services Section, stating plans are acceptable for issuance of an encroachment permit.
- e. Final Design Submission Documentation Form (Appendix C)
- f. Completed General Municipal Certification for Design Activities Form (Appendix B)

### 2.22 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](http://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.

### 2.23 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](http://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:**  
[Construction-Contracts-Boilerplate-Language---State-Funded-Only---Final-Revised-July-2022.pdf](#)

## 2.3 Project Authorization

---

### 2.31 PROJECT AUTHORIZATION LETTER (PAL)

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 a grant payment can be made to 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.

### 2.32 AUTHORIZATION TO ADVERTISE

Following the acceptance of the final design package and execution of the PAL, the municipality will be notified in writing that they are authorized to advertise the project for construction bids.

### 2.33 ADVERTISING FOR CONSTRUCTION BIDS

The Municipality shall advertise the project for construction bids, award and administer the contract, and provide construction inspection services for the project. The Municipality is 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. The municipality shall advise this office of the actual advertising date and forward a copy of the published legal notice for the Department's information and files.

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

### 2.34 AUTHORIZATION TO AWARD

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



## 2.34 OTHER METHODS OF CONSTRUCTION

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

### 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> :

### 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 Department's 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.

## 2.4 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.

### 2.41 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.).

### 2.42 MUNICIPAL STAFFING:

The municipality must assign a municipal employee to act in the capacity of Municipal Administrator to oversee the CCGP project during construction. 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, and provide updates to, the Department as needed

### 2.43 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 with 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 818 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 818.

### **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 818 "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.

## **2.45 PROJECT CONSTRUCTION PROGRESS REPORTS**

The Municipality is expected to continue to submit a Project Status Report during construction soon after the end of each quarter of the calendar year. The preferred method of providing status reports is using the online [MS Forms Quarterly Survey](#) located on the CCGP website. An alternative method is to complete a fillable PDF Project Status Report, which can be found in Appendix A and on the CCGP Website at: [CT Connectivity CCGP](#), and send the DOT Project Manager or to [CTDOT.CCGP@ct.gov](mailto:CTDOT.CCGP@ct.gov). Please reference the name of the Municipality in the subject of the e-mail.

## **2.46 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. Upon completion of the project, the municipality shall prepare and submit a "CCGP Notice of Project Completion Form" to the Department's Project Manager. This form can be found in Appendix D of these guidelines or on the CCGP webpage under Program Documents and linked here: [CCGP NOTIFICATION OF PROJECT COMPLETION.pdf](#)

Following the completion of the project the Department will then perform a final audit, issue an audit report, and close out the grant as discussed under Program Finances below.

## **2.47 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 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.

## 2.5 Program Finances

---

### 2.51 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.

### 2.52 AUTHORIZING LEGISLATION / SOURCE OF FUNDING

The CCGP is a 100% state funded program. Funding is programed through the Department's Capital Plan, approved by the General Assembly and Governor as part of the biennium budget process and authorized by the State Bond Commission

### 2.53 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 program and State Bond Commission approval for allocation of funding. Future funding for the CCGP will be subject to future Capital Budget approvals by the General Assembly and Governor as part of the biennium budget process.

### 2.54 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.**

### 2.55 FUNDING ACCUMULATION / PROJECT PROGRESS

Funding for the CCGP will not lapse at the end of each State fiscal year; therefore, funds may be carried 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 approval under future solicitations for additional projects located within that Municipality. Subject to approval by the Department, and with proper justification, municipalities may be eligible to request an extension to the requirement above.

### 2.56 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.

## 2.57 COMBINING STATE FUNDING SOURCES

Approval must be requested prior to combining other state funding sources with a CCGP grant. If approved, the grant funds must be kept separate and tracked so they can be verified as being directly attributable to the CCGP project/grant. The municipality must facilitate coordination with all funding source administrators and a funding plan must be submitted and approved describing how work to be paid for using multiple funding sources. CCGP funds cannot be combined with federal funds.

## 2.58 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.

Municipal expenditures of the CCGP funds for a project must be sufficiently documented. Subsequent to a project being completed in construction, the Municipality will be required to submit to the Department certain documentation of expenditures made against the CCGP grant payment issued to the Municipality for the project. This information will be reviewed by the Department's Office of External Audits to assist in determining if a reimbursement is due the State as well as to close out the CCGP project. Advance knowledge of the required documentation will allow the information to be accumulated by the Municipality while the CCGP project is ongoing and providing the information as listed below will enable the Department to close out the CCGP projects in a timely manner

Required expenditure documentation consists of:

- a) Copies of the annual Municipal State Single Audit, with CCGP program expenditures listed separately on the Schedule of State Financial Assistance, for each year of CCGP expenditures
- b) A final report or certification of total CCGP expenditures, which includes a sign-off by a municipal official
- c) A printout from the Municipality's accounting system detailing all expenditures under the CCGP
- d) An expenditure summary accompanied by complete copies of invoices and proof of payment, e.g. copies of canceled checks

Note: Should the Municipality have more than one CCGP project for which expenditures are being made against the individual CCGP grant for each project, the expenditures for each project are to be tracked and reported separately, including for the municipal Schedule of Expenditures of State Financial Assistance as noted above.

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.

## 2.59 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: Project Status Report Form (Fillable PDF)
- Appendix B: Municipal Certification for Design Activities Form (Fillable PDF)
- Appendix C: Final Design Submission Documentation Form (Fillable PDF)
- Appendix D: Notification of Project Completion Form (Fillable PDF)
- Appendix E: Construction Contracts Boilerplate Language for State Funded Projects (PDF)
- Appendix F: Engineering Directive 2015-6-E State Funded Municipal Projects Requirements for Rights-of-Way Acquisitions
- Appendix G: ADA Technical Infeasibility Form (TIF)

## 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](mailto: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 City/Town 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: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Municipal Administrator (Employee Responsible for Construction Administration)**

Name & Title of Official Contact: \_\_\_\_\_

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

If an encroachment permit is required: Approval Letter from District Special Services Section, stating plans are acceptable for issuance of an encroachment permit.

Project Schedule:

Anticipated Construction Advertising \_\_\_\_\_  
Anticipated Construction Contract Award \_\_\_\_\_  
Anticipated Construction Start \_\_\_\_\_  
Anticipated Construction Completion \_\_\_\_\_

Summary of Estimated Project Cost vs Grant Amount

A.	Total grant amount awarded to municipality (from Commitment to Fund Letter)	\$
B.	Total estimated project construction cost	\$
C.	Anticipated difference of grant award vs estimated project cost (A-B): <ul style="list-style-type: none"><li>• If less than 0 (negative) - This is the estimated amount the Municipality will be responsible to fund from other sources.</li><li>• If greater than 0 (positive) - This is the estimated balance of leftover grant funds that may need to be returned to the Department following project completion and audit.</li></ul>	\$

## CCGP Notification of Project Completion

This form is to be filled out upon completion, and acceptance by the municipality, of construction activities for Community Connectivity Grant Program funded projects. Once complete please email this form electronically to the Department Project Manager or the Community Connectivity Grant Program general mailbox at: [CTDOT.CCGP@ct.gov](mailto:CTDOT.CCGP@ct.gov)

Municipality:

CCGP Grant ID:

Project Title:

Project Location:

Municipal Official Responsible for Acceptance of Project (Name/Title):

Contractor Name:

Date of Award:

Construction Start Date:

Project Substantial Completion Date (if different from Municipal acceptance):

Date of Municipal Acceptance of Work:

Total of CCGP Funds Expended:

Submitted By:

Date:

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

### **Index**

1. Specific Equal Employment Opportunity Responsibilities
2. Contract Wage Rates
3. Americans with Disabilities Act of 1990, as Amended
4. Connecticut Statutory Labor Requirements
  - a. Construction, Alteration or Repair of Public Works Projects; Wage Rates
  - b. Debarment List - Limitation on Awarding Contracts
  - c. Construction Safety and Health Course
  - d. Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited
  - e. Residents Preference in Work on Other Public Facilities (Not Applicable to Federal Aid Contracts)
5. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)
6. Executive Orders (State of CT)
7. Non Discrimination Requirement and Certification (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised)
8. Whistleblower Provision
9. Connecticut Freedom of Information Act
  - a. Disclosure of Records
  - b. Confidential Information
10. Service of Process
11. Substitution of Securities for Retainages on State Contracts and Subcontracts
12. Health Insurance Portability and Accountability Act of 1996 (HIPAA)
13. Forum and Choice of Law
14. Summary of State Ethics Laws
15. Audit and Inspection of Plants, Places of Business and Records
16. Campaign Contribution Restriction
17. Tangible Personal Property

18. Bid Rigging and/or Fraud – Notice to Contractor
19. Consulting Agreements Representation
20. Sovereign Immunity
21. Large State Contract Representation for Contractor
22. Large State Contract Representation for Official or Employee of State Agency
23. Iran Investment Energy Certification
24. Access to Contract and State Data
25. Affirmative Action Policy Statement

**Index of Exhibits**

- EXHIBIT A – Specific Equal Employment Opportunity Responsibilities (page 14)  
EXHIBIT B – Affirmative Action Policy Statement (page 22)  
EXHIBIT C – Health Insurance Portability and Accountability Act of 1996 (HIPAA) (page 26)  
EXHIBIT D - State Wage Rates and Other Related Information (page 34)

## **1. Specific Equal Employment Opportunity Responsibilities**

The Contractor shall comply with the Specific Equal Employment Opportunity requirements, as applicable, attached at Exhibit A and hereby made part of this Contract.

## **2. Contract Wage Rates**

The Contractor shall comply with:

The State wage rate requirements indicated in Exhibit D 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 818), 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.

## **3. 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.

## **4. 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 31-53a 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

## **5. 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](http://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).

## 6. Executive Orders and Other Enactments

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

## 7. NonDiscrimination

- (a) For purposes of this Section, the following terms are defined as follows:
  - i. "Commission" means the Commission on Human Rights and Opportunities;
  - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
  - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
  - iv. "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;
  - v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
  - vi. "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;
  - vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

- viii. "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;
- ix. "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
- x. "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, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (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 ensure 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.

- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

## 8. 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.

## 9. 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.

## **10. 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.

## **11. Substitution of Securities for Retainages on State Contracts and Subcontracts**

This Contract is subject to the provisions of Section 3-112a of the General Statutes of the State of Connecticut, as revised.

## **12. 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 B, and hereby made part of this Contract.

### **13. 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.

### **14. Summary of State Ethics Laws**

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

### **15. 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.

## **16. Campaign Contribution Restriction**

For all State contracts, defined in section 9-612 of the Connecticut General Statutes 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 represents that they have received 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.

## **17. 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.

**18. 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.

**19. Consulting Agreement Representation**

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

\_\_\_\_\_  
Consultant’s Name and Title

\_\_\_\_\_  
Name of Firm (if applicable)

\_\_\_\_\_  
Start Date

\_\_\_\_\_  
End Date

\_\_\_\_\_  
Cost

The basic terms of the consulting agreement are: \_\_\_\_\_

\_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

\_\_\_\_\_

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

If YES: \_\_\_\_\_  
Name of Former State Agency

\_\_\_\_\_  
Termination Date of Employment

## **20. Sovereign Immunity**

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

## **21. Large State Contract Representation for Contractor**

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi-public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

## **22. Large State Contract Representation for Official or Employee of State Agency**

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

## **23. Iran Investment Energy Certification**

(a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

#### **24. Access to Contract and State Data**

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

#### **25. Affirmative Action Policy Statement**

The Contractor shall comply with the Affirmative Action Policy Statement, as applicable, attached at Exhibit B and hereby made part of this Contract.

### **EXHIBIT A**

#### **CONNECTICUT REQUIRED SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES July 2022**

##### **1. General:**

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968, 49 CFR Part 21, 4a-60a and 46a-68c to 46a-68f of the Connecticut General Statutes. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors and Subcontractors  
Consultants and Subconsultants  
Suppliers of Materials and Vendors (where applicable)  
Municipalities (where applicable)  
Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (CTDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 60, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

e) CTDOT shall require each contractor with contracts of \$10,000 or more or who have fifty or more employees and are awarded a public works contract, to comply with all existing procedures of CTDOT's Contract Compliance Program.

**2. Equal Employment Opportunity Policy:**

a) Companies with contracts, agreements or purchase orders valued at \$10,000 or more or who have fifty or more employees are required to comply with the Affirmative Action contract requirements. By signing a contract with CTDOT the contractor's commits to complying with federal and state requirements to provide equal employment opportunity to all persons without regard to their race, color, religion, creed, sex, gender identity or expression, marital status, age, national origin, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved and to promote the full realization of equal employment opportunity through a positive and continuous efforts.

**3. Project Workforce Utilization Goals:**

These goals are applicable to all construction projects performed in the covered area work (whether the project is federal or state funded). 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.

a. Appendix A establishes the goals for minority and female utilization in all crafts statewide on all State Funded construction projects.

b. Appendix B establishes the goals for minority and female utilization in all crafts statewide on Federally assisted or funded construction projects.

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 participation are expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**State Utilization Goals**  
**See Appendix A**

**Federal Utilization Goals**  
**See Appendix B**

#### 4. **Executive Order 11246**

The Contractor's compliance with Executive Order 11246 and 41-CFR Part 60-4 shall be based on its implementation of the specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(A) and its efforts to meet the goals established for the geographical area where the contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hour performed.

If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Pan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

The Contractor shall implement the specific affirmative action standards provided in a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs (OFCCP) Office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractors obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant hereto.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting the workforce utilization goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites; and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason thereafter; along with whatever additional actions the Contractor may have taken.
- d) Provide immediate written notification to CTDOT when the Union or Unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the Union referral process has impeded the Contractor's efforts to meet its obligations.
- e) Develop on-the-job training opportunities and/or participate in training programs that which expressly target minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under b above.
- f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations.
- g) Review at least annually, the company EEO Policy and affirmative action obligations with all employees having any responsibility for hiring, assignments, layoffs, terminations, or other employment decisions, prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h) Disseminate the Contractor's EEO Policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

- i) Direct its recruitment efforts, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
- j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the project worksite and in other areas of the Contractor's workforce.
- k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for opportunities through appropriate training opportunities.
- m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n) Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p) Conduct a review at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations:

Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet with individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative

action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246 if a particular group is employed in a substantially disparate manner, (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps so as to achieve maximum results from its efforts to ensure equal employment opportunity.

The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer) dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

Nothing herein provided shall be construed as a limitation upon the application of their laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

The Director of the Office of Federal Contract Compliance Programs, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work-force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or timetables, shall be published as notices in the Federal Register, and shall be inserted by the Contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.

##### **5. Subcontracting:**

- a. The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among



their employees. Companies shall obtain lists of minority-owned construction firms from the Office of Equity.

b. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

**6. Records and Reports:**

a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project.
2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
5. Records of internal and external communication and outreach to document its affirmative efforts.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of CTDOT and/or the United States Department of Transportation.

**c. For Federal Highway Administration funded projects only:**

The Company will submit an annual report to CTDOT each July or as otherwise directed, for the duration of the project, indicating the number of minorities, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by “Training Special Provision”, the Company will be required to furnish Form FHWA 1409 and 1415 as required by CTDOT.

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

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

**Minority**

<b>Bridgeport</b>	<b>22.7%</b>
<b>1.4%</b>	

Ansonia	Beacon Falls	Bridgeport	Derby
Easton	Fairfield	Milford	Monroe
Oxford	Seymour	Shelton	Stratford

Trumbull

<b>Danbury</b>	<b>10.7%</b>
<b>3.8%</b>	

Bethel	Bridgewater	Brookfield	Danbury
Kent	New Fairfield	New Milford	Newtown
Redding	Ridgefield	Roxbury	Sherman
Washington			

<b>Danielson</b>	<b>4.3%</b>
<b>1.8%</b>	

Brooklyn	Eastford	Hampton	Killingly
Pomfret	Putnam	Scotland	Sterling
Thompson	Voluntown	Union	Woodstock

<b>Hartford</b>	<b>13.7%</b>
<b>2.1%</b>	

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

<b>Lower River</b>	<b>4.3%</b>
<b>1.8%</b>	

Chester	Deep River	Essex	Old Lyme
Westbrook			

**LABOR MARKET AREA GOAL**

**Minority**

**Female**

<b>New Haven</b>	<b>17.9%</b>
<b>3.1%</b>	

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

<b>New London</b>	<b>7.4%</b>
-------------------	-------------

<b>3.1%</b>			
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		
<b>Stamford</b>			
<b>2.1%</b>			<b>33.2%</b>
Darien	Greenwich	New Canaan	Norwalk
Stamford	Weston	Westport	Wilton
<b>Torrington</b>			
<b>1.8%</b>			<b>4.3%</b>
Canaan	Colebrook	Cornwall	Goshen
Hartland	Kent	Litchfield	Morris
Norfolk	North Canaan	Salisbury	Sharon
Torrington	Warren		
<b>Waterbury</b>			
<b>1.6%</b>			<b>12.4%</b>
Bethlehem	Middlebury	Naugatuck	Prospect
Southbury	Thomaston	Waterbury	Watertown
Wolcott	Woodbury		

## EXHIBIT B

### AFFIRMATIVE ACTION POLICY STATEMENT (July 2022)

It is the policy of this firm to assure that applicants are employed, and that employees are treated during employment, without regard to an individual's race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved and to promote the full realization of equal employment opportunity through positive and continuous affirmative efforts. Such action shall include employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or terminations, rates of pay or other forms of compensation, selection for training/apprenticeship, pre-apprenticeship opportunities, and on-the-job training opportunities.

This firm will implement, monitor, enforce and achieve full compliance with this Affirmative Action Policy Statement in conjunction with the applicable Federal and State laws, regulations, executive orders, and contract provisions, including but not limited to those listed below:

#### Dissemination of Policy:

All members of the firm who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, this firm's Equal Employment Opportunity (EEO) policy and

contractual responsibilities to provide EEO in each grade and classification of employment. These actions shall include:

1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the firm's EEO policy and its implementation will be reviewed and explained. These meetings will be conducted by the EEO officer.
2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
3. All personnel who are engaged in direct recruitment for the firm will be instructed by the EEO Officer of the contractor's procedures for locating and hiring minority group employees.
4. Notices and posters setting forth the firm's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
5. The firm's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
6. Sexual Harassment Prevention Resources including training and remedies must be available to all employees. See Connecticut General Assembly Public Acts 19-16 and 19-93.

#### Recruitment:

When advertising for employees, the firm will include in all advertisements the notation; "An Affirmative Action/Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area where the workforce would normally be derived.

1. The firm will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants. To meet this requirement, the firm will identify referral sources and establish procedures for recruitment to obtain the referral of minority and female applicants.
2. In the event the firm has a valid bargaining agreement providing for exclusive hiring referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The United States Department of Labor has held that where implementation of such agreements has had the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
3. The firm will encourage his/her present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

#### Personnel Actions:

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to an individual's race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved. The following procedures shall be followed:

1. The firm will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of personnel.
2. The firm will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take correction action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
3. The firm shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
4. The firm will promptly investigate all complaints of alleged discrimination made to the firm and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective actions shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

Training and Promotion:

The firm will assist in locating, qualifying, and increasing the skills of minorities and women. The firm will utilize the following tools to identify training and promotional opportunities in the firm:

1. The firm will advise employees and applicants for employment of available training programs and the entrance requirements.
2. The firm will periodically review the training and promotion of minority group and female employees and will encourage eligible employees to apply for such training and promotion.

Unions:

If the firm relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the firm either directly or through a contractor's association acting as agent will include the procedures set forth below:

1. The firm will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
2. The firm will use best efforts to incorporate an EEO clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their to an individual's race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved.
3. The firm is to obtain information as to the referral practices and policies of the labor union except that to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish the information to the contractor, the contractor shall notify the Connecticut Department of Transportation (CTDOT) of the efforts made to obtain the information.
4. In the event the union is unable to provide the firm with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to

refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations under Executive Order 11246 as amended, and in compliance with 23 CFR Part 230, the firm will notify CTDOT.

Selection of Subcontractors:

The firm will not discriminate on the grounds race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, ancestry, age, intellectual disability, learning disability, physical disability, including, but not limited to, blindness, or status as a veteran in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

1. The firm shall use his/her best efforts to ensure subcontractor/subconsultant compliance with Federal and State Equal Opportunity (EO) and EEO requirements.

Records and Reports:

The Contractor shall keep records as necessary to document compliance with EO/EEO requirements. Such reports shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of CTDOT and/or the United States Department of Transportation. The following records should be maintained:

6. The number of minority and non-minority group members and women employed in each work classification;
7. The progress and efforts being made in cooperation with unions, when applicable to increase the employment opportunities for minorities and women;
8. The documentation showing progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
9. Complaints of Discrimination.

In implementing this policy and ensuring that affirmative action is being provided, each time a hiring opportunity occurs this firm will contact and request referrals from minority and female organizations, referral sources, and media sources. All advertising will emphasize that the firm is “An Affirmative Action/Equal Opportunity Employer.”

In order to substantiate this firm’s efforts and affirmative actions to provide equal opportunity, the firm will maintain and submit, as requested, documentation such as referral request correspondence, copies of advertisements utilized and follow-up documentation to substantiate that efforts were made in good faith. This firm will maintain the necessary internal audit procedures and record keeping systems to report the firm’s affirmative action efforts.

It is understood by Owner/CEO/President of the firm and the firm’s Equal Employment Opportunity Officer and supervisory and managerial personnel that failure to effectively implement, monitor and enforce this firm’s affirmative action program and/or failure to adequately document and submit as required, the affirmative actions taken and efforts made to recruit and hire minority and female applicants in accordance with our affirmative action program in each instance of hire, will result in this firm being required to recommit itself to a modified and more stringent affirmative action program as a condition of approval. It is recognized that this policy is a contractual requirement and is a prerequisite for performing services for the contracting agency. This policy in addition to CTDOT’s EO/EEO contract provisions and requirements, shall constitute the CTDOT Affirmative Program requirements.

The ultimate responsibility for the full implementation of this firm's Affirmative Action Program rests with the Chief Executive Officer of this firm.

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 (1)(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 is 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.

## EXHIBIT D

### State Wages and Other Related Information

Please refer to the Department of Labor website for the latest updates, annual adjusted wage rate increases, certified payroll forms and applicable statutes.

<http://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm>

### Prevailing Wage Law Poster Language

**THIS IS A PUBLIC WORKS PROJECT Covered by the  
PREVAILING WAGE LAW CT General Statutes Section 31-53**

**If you have QUESTIONS regarding your wages CALL (860) 263-6790**

**Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.**

### Informational Bulletin

**THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE** (applicable to public building contracts entered into on or after July 1, 2007, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is [http://www.osha.gov/fso/ote/training/edcenters/fact\\_sheet.html](http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html);
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;

(7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;

(8) Proof of completion may be demonstrated through either: (a) the presentation of a bona fide student course completion card issued by the federal OSHA Training Institute; or (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;

(9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

(10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;

(11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;

(12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;

(13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;

(14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and

(15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.

(16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

**THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.**



November 29, 2006

## Notice

### **To All Mason Contractors and Interested Parties Regarding Construction Pursuant to Section 31-53 of the Connecticut General Statutes (Prevailing Wage)**

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute. Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute. The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

#### **Forklift Operator:**

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.

- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

**Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.**

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

**CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION**

**CONTRACTORS WAGE CERTIFICATION FORM  
Construction Manager at Risk/General Contractor/Prime Contractor**

I, \_\_\_\_\_ of \_\_\_\_\_  
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

and all of its subcontractors will pay all workers on the

\_\_\_\_\_  
Project Name and Number

\_\_\_\_\_  
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

\_\_\_\_\_  
Signed

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Return to: Connecticut Department of Labor  
Wage & Workplace Standards Division  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

Rate Schedule Issued (Date): \_\_\_\_\_

## **Information Bulletin**

### ***Occupational Classifications***

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

*Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.*

**Below are additional clarifications of specific job duties performed for certain classifications:**

□ **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

□ **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

□ **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

□ **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

□ **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing:

student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

□ **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

□ **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

□ **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. \*License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.

□ **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. \*License required by Connecticut General Statutes: R-1, 2, 5, 6.

□ **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

□ **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

□ **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

□ **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

□ **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

□ **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

□ **LEAD PAINT REMOVAL**

- Painter's Rate 1. Removal of lead paint from bridges. 2. Removal of lead paint as preparation of any surface to be repainted. 3. Where removal is on a Demolition project prior to reconstruction. • Laborer's Rate 1. Removal of lead paint from any surface NOT to be repainted. 2. Where removal is on a TOTAL Demolition project only.

□ **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. \*License required per Connecticut General Statutes: P-1,2,6,7,8,9 J1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.

□ **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. **\*License required, crane operators only, per Connecticut General Statutes.**

□ **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

□ **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

□ **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems. **\*License required per Connecticut General Statutes: F-1, 2, 3, 4.**

□ **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

□ **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance

of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. **\*License required, drivers only, per Connecticut General Statutes.**

**For example:**

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

Any questions regarding the proper classification should be directed to:

**Public Contract Compliance Unit  
Wage and Workplace Standards Division  
Connecticut Department of Labor  
200 Folly Brook Blvd, Wethersfield, CT 06109  
(860) 263-6543.**

**Connecticut Department of Labor  
Wage and Workplace Standards Division  
FOOTNOTES**

□ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

**Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons**  
(Building Construction) and (Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

**Elevator Constructors: Mechanics**

a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.

b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

**Glaziers**

a. Paid Holidays: Labor Day and Christmas Day.

**Power Equipment Operators**  
(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

**Ironworkers**

a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

**Laborers (Tunnel Construction)**

a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he



fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

**Roofers**

a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

**Sprinkler Fitters**

a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

**Truck Drivers**

(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

Rev. 7/1/19

**SEE BELOW FOR STATE WAGE RATES**

**INSERT STATE WAGES 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  
09:20:38-0400'

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.



# STATE OF CONNECTICUT

## DEPARTMENT OF TRANSPORTATION

### ADA Technical Infeasibility Form Justification for Pedestrian Facilities (TIF Form)



*This form is used to document pedestrian facilities within State right-of-way or State projects that cannot comply with current standards. See pages 3-5 for instructions, and pages 6-7 to identify applicable standards and any non-compliant elements for a facility. The non-standard facilities may be identified and justified during preliminary design, final design, or construction. **A new form must be completed for each facility.***

## 1. Project and Non-standard Facility Location Information

City/Town: \_\_\_\_\_ District: \_\_\_\_\_

Project Number: \_\_\_\_\_ Project Scope Type: \_\_\_\_\_

Project Description: \_\_\_\_\_

Road/Highway: \_\_\_\_\_ Side of Road or Intersection: \_\_\_\_\_

Intersecting Road/Highway: \_\_\_\_\_ Intersection No.: \_\_\_\_\_

Route Mileage Location: Linear feature (e.g., sidewalk) Milepost *from* \_\_\_\_\_ *to* \_\_\_\_\_

Point feature (e.g., sidewalk ramp) Milepost \_\_\_\_\_

GIS Information: Linear feature (e.g., sidewalk) *from* Lat.: \_\_\_\_\_ Long.: \_\_\_\_\_

*to* Lat.: \_\_\_\_\_ Long.: \_\_\_\_\_

Point feature (e.g., sidewalk ramp) Lat.: \_\_\_\_\_ Long.: \_\_\_\_\_

Location Description (if needed, in addition to coordinates):

## 2. Non-standard Facility

Select the non-standard pedestrian facility the form is intended for:

A. Curb Ramp/Blended Transition

E. Crosswalk

I. Bus Stops

B. Detectable Warnings

F. Pedestrian Signals

J. Pedestrian At-grade Rail Crossing

C. Sidewalk

G. Railing

K. Other: \_\_\_\_\_

D. Surface

H. Accessible Parking

Describe any non-compliant element(s) within the non-standard facility:

Element (e.g., Width)

Target Value (e.g., 48")

Achievable Value (e.g., 44")

1. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## ADA Technical Infeasibility Form

### 3. Justification for Non-compliant Element(s)

*Design Constraints or Reasons for Technical Infeasibility (Check all that apply):*

- |                                  |   |
|----------------------------------|---|
| A. Underlying Terrain            | E. Drainage                               |
| B. Right-of-Way Availability     | F. Presence of a Notable Natural Feature  |
| C. Underground Structures        | G. Presence of a Notable Historic Feature |
| D. Adjacent Developed Facilities | H. Other: _____                           |

*Design Alternatives Considered:*

Design Alternative	Alternative Selection		Selection Justification
1.	Yes	No	
2.	Yes	No	
3.	Yes	No	

### 4. Supporting Information

No Supporting Information

Supporting Information Attached - Number of pages: \_\_\_\_\_

### 5. Approval and Acceptance

Form Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Division/Company: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

**Approved By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Division/Company:** \_\_\_\_\_

\*\*\* This Section is only applicable for locations that occur on State property or State-maintained roadways \*\*\*  
 (To be completed by the CTDOT ADA Engineering Coordination Unit)

**Declined** with Comments: \_\_\_\_\_

**Accepted.** Place this facility on the ADA Transition Plan to be made compliant in the future.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**STATE OF CONNECTICUT**  
**DEPARTMENT OF TRANSPORTATION**



**ADA Technical Infeasibility Form Instructions**

*This document provides the instructions for completing the "ADA Technical Infeasibility Form (TIF)".*

---

**1. Project and Facility Location Information**

**Project Number:** CTDOT project number (e.g., 0000-0000 or Town project with its project number).

**Project Scope Type:** (e.g., preservation, 3R (resurfacing, restoration, and rehabilitation), new construction, etc.).

**Project Description:** Name of project. (e.g., "Route 9 Pedestrian Improvement Project" or "Encroachment Permit for .....").

**Road/Highway:** If it's on state highway, provide state highway number.

**Side of Road or Intersection:** Choose the direction that best reflects the location of the facility in relation to the road or center of the intersection.

**Intersecting Road/Highway:** This is applicable if the pedestrian facility is located on or near a corner. If there is no intersecting road or highway, enter "N/A".

**Intersection No.:** If applicable, enter CTDOT Intersection Number (e.g., 000-000).

**Route Mileage Location:** Enter State Route milepost with accuracy to 2 decimal places.

**GIS Information:** Enter location coordinates as latitude (Lat.) and longitude (Long.) with accuracy to 6 decimal places. Coordinates can be found by using Google Maps (right click a point and select "What's Here?") or other reputable sources.

**Linear feature:** This requires a starting location and an ending location to identify the feature (e.g., a section of the sidewalk or bridge).

**Point feature:** This requires only one location point to identify the feature (e.g., curb ramps, crosswalks or landings).

**Location Description:** This field is optional, and may be used to provide additional information to pinpoint the location of a facility. For instance, if there are two curb ramps in one corner that are in proximity to each other, it may be necessary to distinguish them with a description.

---

**2. Non-standard Facility**

*Select only the type of non-standard pedestrian facility that is within the scope of the improvement. The following definitions are provided for clarification on some of the facility selections:*

**Curb Ramp:** A ramp that cuts through or is built up to the curb (ADA Standard Section 406).

**Blended Transition:** A raised pedestrian street crossings, depressed corners, or similar connections between pedestrian access routes at the level of the sidewalk and the level of the pedestrian street crossing that have a grade of 5 percent or less. Blended transitions are suitable for a range of sidewalk conditions. (PROWAG Section R304).

**Surface:** This is the surface area of sidewalks and other pedestrian circulation paths (e.g., boardwalks), pedestrian street crossings, at-grade rail crossings, pedestrian structures (e.g. pedestrian overpass and underpass), curb ramps, and blended transitions.

**Railing:** A rail to be grasped by the hand for support or a barrier consisting of a rail and supports. (ADA Standard Section 405.8 & 505)

## **ADA Technical Infeasibility Form Instructions**

---

### **2. Non-standard Facility (continued)**

*Any non-compliant elements shall be listed. Compliance standards can be found on pages 6-7 "Critical Elements for the Design, Layout, and Acceptance of Pedestrian Facilities". Additional non-compliant elements can be attached with the Supporting Information.*

**Element:** Any Critical Element of the facility that will not meet the standard.

**Target Value:** The standard limit measurement or dimension for the element to be compliant.

**Achievable Value:** The closest to standard limit measurement or dimension that can be achieved within the project's scope and constraints.

---

### **3. Justification for Non-compliant Element(s)**

*The 2011 PROWAG "recognize[s] that it is not always possible for altered elements, spaces, or facilities to fully comply with new construction requirements because of existing physical constraints. Where existing physical constraints make it impracticable for altered elements, spaces, or facilities to fully comply with the requirements for new construction, compliance is required to the extent practicable within the scope of the project. Existing physical constraints include, but are not limited to, underlying terrain, right-of-way availability, underground structures, adjacent developed facilities, drainage, or the presence of a notable natural or historic feature. The proposed guidelines permit flexibility in alterations to existing facilities where needed." Select all Design Constraints or Reasons for Technical Infeasibility.*

- A. Underlying Terrain:** Existing grade separations may be too steep, or grade separations too great for pedestrian facilities to comply with maximum slopes. For example, a pedestrian path intended to replace a set of stairs on a steep natural grade may not be able to achieve the maximum 8.3% running slope without extensive grading and negative impacts to adjacent properties. If a compliant ramp or sidewalk cannot be furnished within the available space, a facility with the minimum practicable slope should be installed.
- B. Right-of-Way Availability:** If adequate public right-of-way cannot be acquired, or permission to access private property is not granted by a property owner to construct a facility, it may not be possible to achieve fully compliant dimensions or slopes within the space available.
- C. Underground Structures:** Existing underground structures may limit the ability to adjust grade to comply with maximum accessible slopes. For example, the elevation of a sidewalk crossing over the top of an existing utility vault will be fixed above the top of the vault. This "fixed" elevation may necessitate a sidewalk slope exceeding the maximum compliant slope.
- D. Adjacent Developed Facilities:** Existing facilities may introduce constraints that cannot be addressed in a practical manner. For example, a segment of sidewalk installed alongside a developed block of road with a 12% grade could probably not achieve the maximum 8.3% running slope without excessive grading and/or negative impacts to adjacent properties.
- E. Drainage:** Standing or frozen water can make a facility inaccessible, unsafe and prone to faster deterioration. If the maximum compliant slope of a pedestrian facility is not adequate to drain it in certain conditions, or will impede the drainage of a larger area, a slope exceeding the maximum will be necessary.
- F. Presence of a Notable Natural Feature:** It may not be possible to build a fully compliant facility without negatively affecting the existence or integrity of a natural feature. For example, if replacing a non-compliant 3-foot wide sidewalk with a compliant 4-foot wide sidewalk would require the removal of a row of valued, mature street trees, then segments of 3-foot wide walk near the trees may be acceptable.

## ADA Technical Infeasibility Form Instructions

### 3. Justification for Non-compliant Element(s) (Continued)

**G. Presence of a Notable Historic Feature:** It may not be possible to build a fully compliant facility without negatively affecting the existence or integrity of a historic feature. For example, if replacing a non-compliant 3-foot wide sidewalk with a compliant 4-foot wide sidewalk would require the removal of a historic stone retaining wall, then the segment of 3-foot wide walk along the wall may be acceptable.

**H. Other:** Any design constraint or technical infeasibility that does not fit the criteria of A through G above can be included here. A description of the justification factor must be included in the text box.

*Design Alternatives Considered: Identify up to 3 design alternatives that were considered, including the one that was ultimately selected, and briefly explain why each alternative was or was not selected.*

### 4. Supporting Information

*Supporting information such as drawings/sketches and photos are recommended to be included with each justification form. This information will be helpful for future design considerations or as records for defending decision-making in court. Supporting documents shall be labeled with description and submitted together with the TIF Form in PDF format. Provide the total page number for the attachments.*

### 5. Approval and Acceptance

*Nonstandard facilities identified during:*

*Shall be approved by:*

**Require acceptance:**

<i>Nonstandard facilities identified during:</i>	<i>Shall be approved by:</i>	<b>Require acceptance:</b>
Project in Design	CTDOT Transportation <b>Principal Engineer</b>	For all locations that occur on a <u>State property</u> or <u>State-maintained roadways</u> , the form must be forwarded to the <b>CTDOT ADA Engineering Coordination Unit</b> for review and acceptance.  The declined form shall be revised and resubmitted with attachments responding to previous comments.  The form shall be attached to an e-mail and sent to <a href="mailto:dot.adatransitionplan@ct.gov">dot.adatransitionplan@ct.gov</a>
Project in Construction	Shall be forwarded to the CTDOT Design Engineer for review, then be approved by the CTDOT <b>Assistant District Engineer</b> with concurrence from the CTDOT Transportation Principal Engineer	
Locally Administered Federal-Aid and State Funded Projects	Local <b>Public Works Director</b> or the Highest-ranking Official	
Utility Company Encroachment Permit Applications	CTDOT Special Service <b>Section Manager</b>	
Other Encroachment Permit Applications	Local <b>Public Works Director</b> or the Highest-ranking Official	

*Copies of approved/accepted justifications for state projects are to be retained in the project folder for record as long as the non-standard facility exists.*

*For more information, please contact CTDOT ADA Engineering Coordination Unit at [dot.adatransitionplan@ct.gov](mailto:dot.adatransitionplan@ct.gov).*





# STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION



## Critical Elements for the Design, Layout, and Acceptance of Pedestrian Facilities

*This document is intended to serve as a tool for the evaluation of existing pedestrian facilities, for the layout and inspection of new pedestrian facilities and for the assistance in completing the Technical Infeasibility Form (TIF). The pedestrian facilities must meet the applicable values on this sheet, or be justified as Non-standard facilities.*

For Evaluation of Existing Ramps to Remain on Preservation or Preventative Maintenance Projects <i>Subject to 1991 ADAAG</i>		Reference <i>1991 ADAAG unless otherwise noted</i>	1991 ADA Limits	
<b>A Curb Ramp</b>				
Clear width	4.3.3	36" min.		
Flare slope for ramps in walkable area	4.7.5	10% max.		
Cross slope at crossing with yield or stop control	4.3.7 & PROWAG R304.5.3	2% max.		
Cross slope at crossing without yield or stop control (including any signal but flashing red)	4.3.7 & PROWAG R304.5.3	2% max.		
Curbed ramp edge or flare slopes exceeding 10%	4.7.5	Located in non-walkable area		
Grade (running slope)	4.8.2	8.33% max.		
Grade (running slope), if space is limited	4.1.6	10% for 6" rise		
Clear space for diagonal ramps	4.7.10	48" x 48" min.		
Grating spaces (in walking surface)	4.5.4	0.5" max.		
Vertical changes	4.5.2	0.5" max., with 1:2 max. bevel between 0.25" and 0.5" high		
<b>New and Replacement Facilities <i>Subject to 2011 PROWAG, and National Manual of Uniform Traffic Control Devices</i></b>		Reference <i>( 2011 PROWAG unless otherwise noted)</i>	Reference Requirements	Design and Layout Limits
<b>A Curb Ramp / Blended Transition</b>				
Clear width	R304.5.1	48" min.		
Slope of flared sides, within pedestrian circulation path	R304.2.3	10.0% max.		10% max. Where walkable surface is adjacent to ramp
Slope of flared side, outside pedestrian circulation path	R304.2.3	No max. slope, may be curbed		No max. slope, may be curbed
Grade (running slope) for curb ramp	R304.3.2	8.3% max.		7.1%
Grade (running slope) for blended transition	R304.1 & R304.4.1	5.0% max.		5.0% max.
Cross slope (at crossing with yield or stop control)	R304.5.3	2.0% max.		2.0% max.
Cross slope (at crossing without yield or stop control, including any signal but flashing red)	R304.5.3	Highway grade is max.		Highway grade is max.
Length of a curb ramp, if the ramp must exceed maximum allowable grade (running slope) due to steep terrain, (i.e., "chasing grade")	R304.2.2 & R304.3.2	15' Max.		15' Max.
Turning space, with no constraints	R304.2.1 & R304.3.1	48" x 48" min.		48" x 48" min.
Turning space, with constraint at back of sidewalk	R304.2.1	48" x 60" min.		48" x 60" min.
Turning space, with constraints on two sides	R304.3.1	48" x 60" min.		48" x 60" min.
Slope of turning space, in any direction	R304.2.2 & R304.3.2	2.0% max.		1.5%
Counter slope at bottom of ramp	R304.5.4	5.0% max.		5.0% max.
Clear space (beyond bottom grade break, outside of parallel vehicle path; can include drop curb)	R304.5.5	48" x 48" min.		48" x 48" min.
Grade breaks (no rounding)	R304.5.2	Perpendicular to direction of ped. travel		Perpendicular to direction of ped. travel
<b>B Detectable Warnings (for ped. rail crossings, refer to M.)</b>				
Covered by Specs	Dome dimensions and spacing	R305.1.1 & R305.1.2	On DOT Approved List	On DOT Approved List
	Contrast of warning device	R305.1.3	Light on dark or dark on light	Federal Standard 595A Color #22144 or approval equal
	Alignment	R304.5.2	Perpendicular to grade break between ramp run and street	Perpendicular to grade break or back of curb
	Width	R305.2	Full width of ramp (2" border allowed)	Width of Ramp ( no more than 2" boarders if required)
	Length (depth)	R305.1.4	24" min. in direction of pedestrian travel	2' min.
	Placement	R305.2.1	At grade break if < 60" from curb, otherwise at back of curb	At grade break if less than 60" from curb otherwise along radius of curb
	Where not required	R208.2	Refuge islands where ped. route is < 72" long	Refuge islands where ped. route is < 72" long

## Critical Elements for the Design, Layout, and Acceptance of Pedestrian Facilities

New and Replacement Facilities <i>Subject to 2011 PROWAG, and National Manual of Uniform Traffic Control Devices</i>	Reference <i>(2011 PROWAG unless otherwise noted)</i>	Reference Requirements	Design and Layout Limits
<b>C Sidewalk</b>			
Clear width of Ped. Access Route (excluding curb)	R302.3	48" min.	48" min.
Grade (running slope) where hwy. grade is 5% or less	R302.5	5% max.	5% max.
Grade (running slope) where hwy. grade is > 5%	R302.5	Hwy. edge of pvmt. grade is max.	Hwy. edge of pvmt. grade is max.
Cross slope	R302.6	2.0% max.	1.5%
Passing space interval (if Ped. Access Route is less than 60' wide)	R302.4	200' max.	200' max.
Passing space dimensions	R302.4	60" x 60" min	60" x 60" min
<b>D Surfaces</b>			
Material	R302.7	HMA or PCC	Firm, stable, and slip resistant
Horizontal openings (such as gratings and joints)	R302.7.3	0.5" max.	0.5" max
Vertical discontinuities	R302.7.2	0.25" max.	0.25" max.
<b>E Crosswalk (Pedestrian Street Crossing)</b>			
Width	R302.3	72" min.	96"
Cross slope at intersection with yield or stop control	R302.6.1	2.0% max.	2.0% max.
Cross slope at intersection without yield or stop control (including any signal but flashing red)	R302.6.1	5.0% max.	5.0% max.
Cross slope, midblock	R302.6.2	Highway grade is max.	Highway grade is max.
Grade (running slope), e.g., highway cross slope	R302.5.1	5.0% max.	4% - 13% max.
Markings	MUTCD 3B.18	L, S, or LS Type	8' x 16" Crosswalk Bars
Clear width, within median or pedestrian refuge island	R302.3.1	60" min.	60" min.
<b>F Drainage</b>			
Adequate drainage	HDM CH 8	No low spots that will pond water within Ped. Access Route	No low spots that will pond water within Ped. Access Route
<b>G Pedestrian Signals</b>			
Push button height	R406.2 & R406.3	15" min. - 48" max.	42" max.
Push button distance from pedestrian access route	R406.3	10" max.	10" max.
Dimensions of clear space adjacent to push button	R302.7 & R404.3	30" x 48" min.	30" x 48" min.
Grade (running slope) of clear space adjacent to push button	R404.2	Match grade of adjacent Ped. Access Route	Match grade of adjacent Ped. Access Route
Cross slope of clear space adjacent to push button	R404.2	2.0% max.	2.0% max.
Clearance timing	R306.2	3.5 ft/s max. walking speed	3.5 ft/s max. walking speed
<b>H Accessible Parking</b>			
Width of street-level access aisle for parallel parking, if width of adjacent sidewalk or available ROW is > 14'	R309.2.1	60" min. for length of space	60" min. for length of space
Parallel parking space located at end of block face, if width of adjacent sidewalk or available ROW is < 14'	R309.2.2	Yes	
Width of street-level access aisle for perpendicular or angled parking	R309.2.3	96" min., for length of space	
Sign displaying International Symbol of Accessibility	R211.3 & R411	Yes	Yes
Number of accessible on-street parking spaces required	R214	1 for every 25 up to 100, 1 for each additional 50 over 100, 4% of total spaces over 201	1 for every 25 up to 100, 1 for each additional 50 over 100, 4% of total spaces over 201
<b>I Bus Stops (Transit Stops)</b>			
Dimensions of boarding area	R308.1.1.1	60" min. parallel to hwy., 96" min. perpendicular to curb	60" min. parallel to hwy., 96" min. perpendicular to curb
Slope of boarding area, parallel to highway	R308.1.1.2	Match highway grade	Match highway grade
Slope of boarding area, perpendicular to highway	R308.1.1.2	2.0% max.	1.5% to 2% max.
<b>J Pedestrian At-grade Rail Crossings</b>			
Track gaps, crossing freight tracks	R302.7.4	3" max.	3" max.
Track gaps, crossing passenger tracks	R302.7.4	2.5" max.	2.5" max.
Detectable warnings, at a ped. crossing not located within a highway	R305.2.5	6' min. - 15' max. from rail, both sides	6' min. - 15' max. from rail, both sides for no gate present, otherwise 2' away from gate
Grade (running slope), where adjacent hwy. grade is ≤ 5%	R302.5	5.0% max	5% max
Grade (running slope), where adjacent hwy. grade is > 5%	R302.5	Hwy. edge of pvmt. grade is max.	Hwy. edge of pvmt. grade is max.
Cross slope	R302.6	2.00%	1.5% to 2% max.
<b>3 References</b>			
A	<a href="#">US Access Board's Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Rights of Way, 2011, a.k.a. Public Right of Way Accessibility Guidelines (PROWAG).</a>		
B	<a href="#">ADA Accessibility Guidelines (ADAAG) for Buildings and Facilities in 28 CFR, 1991</a>		
C	<a href="#">United States Access Board</a>		
D	<a href="#">National Manual of Uniform Traffic Control Devices (MUTCD)</a>		
<b>4 Contact for questions</b>			
A	<a href="mailto:dot.adatransitionplan@ct.gov">dot.adatransitionplan@ct.gov</a>		