

**CTDOT HANDBOOK FOR COUNCILS OF GOVERNMENTS AND
METROPOLITAN PLANNING ORGANIZATIONS**

APPENDIX

JUNE 2017

Prepared by the CTDOT, RPO Coordination Unit
In coordination with the
Federal Highway Administration
Federal Transit Administration
CT Councils of Governments

Appendix 1-1

Table of COG Contacts

Urban Regions						
Region	Exec./Trans. Director	Phone #	Planner Contact(s)	Financial Contact	FHWA Liaison	CT DOT Liaison
Capitol Region Council of Governments 241 Main Street Hartford, CT 06106 http://www.crcog.org	Lyle Wray Ext. 232 lwray@crcog.org Jennifer Carrier Ext. 212 jcarrier@crcog.org	Ph: (860) 522-2217 Fax: (860) 724-1274	Robert Aloise raloise@crcog.org (860) 522-2217 Ext. 214	Winsome Barnaby Finance Director w.barnaby@crcog.org (860) 522-2217 Ext. 238	Ken Shooshan-Stoller Kenneth.Shooshan-Stoller@dot.gov (860) 494-7567	Grayson Wright grayson.wright@ct.gov (860) 594-2154
CT Metropolitan Council of Governments (METROCOG) 1000 Lafayette Blvd., Suite 925, Bridgeport, CT 06604 http://ctmetro.org/	Matt Fulda- Acting Director mfulda@ctmetro.org (203) 366-5405 Ext. 28	Ph: (203) 366-5405 Fax: (203) 366-8437	Meghan Sloan msloan@ctmetro.org (203) 366-5405 Ext. 23 203-366-5405 x28	Coleen Kelleher Deputy Finance Director ckelleher@metro.org (203) 366-5405 Ext. 20 Lawrence Ciccarelli Administrative Services Director lciccarelli@ctmetro.org (203) 366-5405 Ext. 21	Ken Shooshan-Stoller Kenneth.Shooshan-Stoller@dot.gov (860) 494-7567	Sara Radacsi sara.radacsi@ct.gov (860) 594-2856
Lower Connecticut River Valley Council of Governments 145 Dennison Road Essex, CT 06426 www.rivercog.org	Samuel Gold sgold@rivercog.org	Ph: (860) 581-8554 Fax: (860)581-8543	Robert Haramut rharamut@rivercog.org	Paula Fernald Financial Admin pfernald@rivercog.org	Erik Shortell Erik.shortell@dot.gov (860) 494-7578	Edgar Wynkoop edgar.wynkoop@ct.gov (860) 594-2036
Naugatuck Valley Council of Governments (NVCOG) 49 Leavenworth Street, Suite 303 Waterbury, CT 06702 www.nvcogct.org	Richard T. Dunne rdunne@nvcogct.org	Ph: (203) 757-0535 Fax: (203) 756-7688	Mark Nielsen, Dir. of Plng. mnielsen@nvcogct.org Christian Meyer cmeyer@nvcogct.org	Bill Leverence, Finance Director Patricia (Trish) Bauer Wleverence@nvcogct.org pbauer@nvcogct.org 203-757-0535	Erik Shortell Erik.shortell@dot.gov (860) 494-7578	Sara Radacsi sara.radacsi@ct.gov (860) 594-2856
South Central Regional Council of Governments 127 Washington Avenue – 4th Floor-West North Haven, CT 06473-1715 www.scrkog.org	Carl Amento camento@scrkog.org (203) 466-8625	Ph: (203) 234-7555 Fax: (203) 234-9850	Stephen Dudley sdudley@scrkog.org James Rode jrode@scrkog.org	Albert Ruggiero Jr. Business Manager ruggiero@scrkog.org (203) 466-8622	Erik Shortell Erik.shortell@dot.gov (860) 494-7578	Edgar Wynkoop edgar.wynkoop@ct.gov (860) 594-2036
Southeastern Connecticut Council of Governments 5 Connecticut Avenue Norwich, CT 06360 www.seccog.org	James Butler jbutler@seccog.org	Ph: (860) 889-2324 Fax: (860) 889-1222	Richard Guggenheim rguggenheim@seccog.org	James Butler Executive Director jbutler@seccog.org (860) 889-2324	Erik Shortell Erik.shortell@dot.gov (860) 494-7578	Grayson Wright grayson.wright@ct.gov (860) 594-2154
Western Connecticut Council of Governments 1 Riverside Road Sandy Hook, CT 06482 www.westcog.org	Francis Pickering fpickering@westcog.org (475) 323-2070	Ph: (475) 323-2060 Fax: (253) 252-8543	Rob Sachnin, Senior Planner rsachnin@westcog.org (475) 323-2071 Jonathan Chew, Senior Project Mgr. jchew@westcog.org (475) 323-2069	Patty Payne, Senior Financial Mgr. ppayne@westcog.org (475) 323-2057 Josephine Harvey, Financial Mgr. jharvey@westcog.org (475) 323-2058	Ken Shooshan-Stoller Kenneth.Shooshan-Stoller@dot.gov (860) 494-7567	Roxane Fromson roxane.fromson@ct.gov (860) 594-2038
Rural Regions						
Region	Director	Phone #	Planner Contact	Financial Contact	FHWA Liaison	CT DOT Liaison
Northwest Hills Council of Governments 59 Torrington Road, Suite A-1 Goshen, CT 06756	Richard Lynn Rick Lynn < rlynn@northwesthillskog.org >	Ph: (860) 491-9884 Fax: (860) 491-3729	Jocelyn Ayer jayer@northwesthillskog.org	Darlene Krukar Office Manager (860) 491-9884	Eloise Powell eloise.powell@dot.gov (860) 494-7566	Sara Radacsi sara.radacsi@ct.gov (860) 594-2856
Northeastern Connecticut Council of Governments 125 Putnam Pike – P.O. Box 759 Dayville, CT 06241 www.neccog.org	John Filchak john.filchak@neccog.org	Ph: (860) 774-1253 Fax: (860) 779-2056	Jim Larkinn Jim.Larkin@neccog.org	Maureen Adams Finance Director Maureen.Adams@neccog.org (860) 774-1253	Eloise Powell eloise.powell@dot.gov (860) 494-7566	Grayson Wright grayson.wright@ct.gov (860) 594-2154

APPENDIX 1-2:

FEDERAL MPO REGULATIONS

Federal regulations pertaining to the designation and redesignation of MPOs are set forth in 23 CFR 450.310, Metropolitan Planning Organization Designation and Redesignation. These provisions are as follows:

- (a) To carry out the metropolitan transportation planning process under this subpart, a metropolitan planning organization (MPO) shall be designated for each urbanized area with a population of more than 50,000 individuals (as determined by the Bureau of the Census).
- (b) MPO designation shall be made by agreement between the Governor and units of general purpose local government that together represent at least 75 percent of the affected population (including the largest incorporated city, based on population, as named by the Bureau of the Census) or in accordance with procedures established by applicable State or local law.
- (c) Each Governor with responsibility for a portion of a multistate metropolitan area and the appropriate MPOs shall, to the extent practicable, provide coordinated transportation planning for the entire MPA. The consent of Congress is granted to any two or more States to:
 - (1) Enter into agreements or compacts, not in conflict with any law of the United States, for cooperative efforts and mutual assistance in support of activities authorized under 23 U.S.C. 134 and 49 U.S.C. 5303 as the activities pertain to interstate areas and localities within the States; and
 - (2) Establish such agencies, joint or otherwise, as the States may determine desirable for making the agreements and compacts effective.
- (d) Each MPO that serves a TMA, when designated or redesignated under this section, shall consist of local elected officials, officials of public agencies that administer or operate major modes of transportation in the metropolitan planning area, and appropriate State transportation officials. Where appropriate, MPOs may increase the representation of local elected officials, public transportation agencies, or appropriate State officials on their policy boards and other committees as a means for encouraging greater involvement in the metropolitan transportation planning process, subject to the requirements of paragraph (k) of this section.
- (e) To the extent possible, only one MPO shall be designated for each urbanized area or group of contiguous urbanized areas. More than one MPO may be designated to serve an urbanized area only if the Governor(s) and the existing MPO, if applicable, determine that the size and complexity of the urbanized area make designation of more than one MPO appropriate. In those cases where two or more MPOs serve the same urbanized area, the MPOs shall establish official, written agreements that clearly identify areas of coordination and the division of transportation planning responsibilities among the MPOs.
- (f) Nothing in this subpart shall be deemed to prohibit an MPO from using the staff resources of other agencies, non-profit organizations, or contractors to carry out selected elements of the metropolitan transportation planning process.

(g) An MPO designation shall remain in effect until an official redesignation has been made in accordance with this section.

(h) An existing MPO may be redesignated only by agreement between the Governor and units of general purpose local government that together represent at least 75 percent of the existing metropolitan planning area population (including the largest incorporated city, based on population, as named by the Bureau of the Census).

(i) Redesignation of an MPO serving a multistate metropolitan planning area requires agreement between the Governors of each State served by the existing MPO and units of general purpose local government that together represent at least 75 percent of the existing metropolitan planning area population (including the largest incorporated city, based on population, as named by the Bureau of the Census).

(j) For the purposes of redesignation, units of general purpose local government may be defined as elected officials from each unit of general purpose local government located within the metropolitan planning area served by the existing MPO.

(k) Redesignation of an MPO (in accordance with the provisions of this section) is required whenever the existing MPO proposes to make:

(1) A substantial change in the proportion of voting members on the existing MPO representing the largest incorporated city, other units of general purpose local government served by the MPO, and the State(s); or

(2) A substantial change in the decision-making authority or responsibility of the MPO, or in decision-making procedures established under MPO by-laws.

(l) The following changes to an MPO do not require a redesignation (as long as they do not trigger a substantial change as described in paragraph (k) of the section):

(1) The identification of a new urbanized area (as determined by the Bureau of the Census) within an existing metropolitan planning area;

(2) Adding members to the MPO that represent new units of general purpose local government resulting from expansion of the metropolitan planning area;

(3) Adding members to satisfy the specific membership requirements for an MPO that serves a TMA; or

(4) Periodic rotation of members representing units of general-purpose local government, as established under MPO by-laws.

Appendix 2-1

UPWP guidance

February 7, 2017

TO: Directors of Councils of Governments (COGs)

FROM: Maribeth Wojenski
Transportation Assistant Planning Director
Bureau of Policy and Planning

SUBJECT: Fiscal Year (FY) 2018 - FY2019 Unified Planning Work Program (UPWP) Financial Information & Guidance

The purpose of this memorandum is to provide financial information and guidance for your use in preparing the FY2018 - FY2019 UPWP(s).

The enclosed tables identify the combined **estimated** Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) planning funds available to the Metropolitan Planning Organizations (MPOs) and the Rural Transportation Planning Organizations (RTPOs) for their Federal transportation planning tasks in the SFY2018 - 2019 UPWPs. Please note that PL funds released from SFY2015 will be available for this contract year. Any remaining FTA carryover funds are not listed on the tables.

The UPWP should cover a two-year period using the estimated funds. The UPWP Agreement will cover the period from July 1, 2017 through June 30, 2019, and may be subject to adjustment consistent with Federal apportionments and rescissions enacted in these years.

Any tasks from your SFY2016-2017 UPWPs that continue into SFY2018-2019 must be included in the new UPWP. State matching funds currently under contract cannot be used to reimburse costs incurred after June 30, 2017. The Department of Transportation (Department) anticipates being able to provide the State match for years SFY2018 and SFY2019 of PL and FTA planning funds. There is no guarantee that the Department can match PL and FTA funds carried over from a preceding contract period, but an effort will be made to accommodate the MPOs and RTPOs that utilize those funds. If you have a balance and anticipate making use of it, please work with your Department liaison to ensure that your UPWP accounts for the use of those funds.

The UPWPs should address the major transportation issues in your region and should clearly identify the planning tasks that address those issues in accordance with the requirements in the *Moving Ahead for Progress in the 21st Century Act* (MAP-21), the *Fixing America's Surface Transportation Act* (FAST Act) and the federal planning regulations.

Your MPO's or RTPO's SFY2018 -2019 UPWP(s) should also provide for the administrative activities associated with your program and must include the following elements:

- A table showing the maximum hourly rates for each employee classification that will be listed in your invoices under the SFY2018-2019. Agreement Invoices will not be approved if any hourly rate shown on the invoice exceeds the maximum hourly rate listed in the UPWP. Changes to these maximum hourly rates will not be approved during the term of the agreement.
- Description of the general duties for each employee classification listed in the UPWP.
- A financial summary that clearly identifies the estimated funds required to accomplish each task. Breakout federal funds, non-federal matching funds, and carryover funds by task (or subtask, if possible).

- For each task:
 - Identify the responsible agency (COG, transit agency, consultant) and the party (COG/ MPO/ RTPO staff, consultant, transit agency, another COG, etc.) who will be performing the work.
 - Present with each task, the work schedule (including milestone dates), staffing requirements, and cost information and required to accomplish the task.
 - Clearly identify the work products for the task.
 - Include a line item for the direct costs (such as mileage, printing, translation services, publication fees for legal notices or announcements, facility rental costs, etc.) that are anticipated for each task.

If your MPO or RTPO anticipates any extraordinary expenses during SFY2018 - 2019, it would be appropriate to include these in your UPWPs. Extraordinary expenses might include the acquisition or replacement of computers, peripherals or other office equipment; participation in professional seminars; training or other similar expenses not immediately related to UPWP tasks.

The UPWP tasks should address the issues and deficiencies identified in the MPO's or RTPO's regional transportation plan. All major transportation planning studies to be conducted within the region in SFY2018 and 2019 must be included in the UPWP, regardless of which organization has the lead on the study and regardless of funding source. Prior written approval from the Department liaison to your MPO or RTPO is required in order to sublet to a consultant any transportation work using federal transportation funds. The Department must review and approve any agreement between the MPO or the RTPO and the consultant before the agreement is signed by the consultant. Please work with your Department liaison on the development of your MPO's or RTPO's particular tasks.

COGs that function as the host agencies for MPOs should continue to use a multi-task format for the MPOs' SFY2018 – 2019 UPWP(s). Rural COGs may continue to use a two-task format (an administrative task and a planning task), but are encouraged to address as many of the issues as may be appropriate to your region. The following tasks should be included in each UPWP:

- **Management of the Planning Process:** This task includes all COG administrative functions pertaining to the MPO(s) and items such as development of the UPWP, the public participation process, tasks pertaining to the redesignation of the MPOs, coordination with the Department on MPO consolidation-related activities pertaining to the Transportation Improvement Programs (TIPs), UPWPs, regional LRTPs and multi-regional projects and studies, and so forth.
- **Data Collection/Analysis:** This includes all of the work carried out in developing transportation databases to support the planning process, including Geographic Information System activities.
 - **Planning Activities:** This covers both short-range and long-range planning activities. This task will include short-term items such as the (TIP), the STP-Urban project development, the Transportation Alternatives Program, etc., and long-term items such as major corridor studies and long-range plan updates. Please note that MPOs and RTPOs must send to their FHWA liaison and FTA liaison a hard copy and an electronic copy of all completed highway and transit studies for their records and for project close-outs.
- **Other Technical Assistance:** This includes the other studies and services carried out on behalf of your member towns.
- **Public Participation:** This includes Title VI activities. These activities may be included under the other four tasks if you prefer not to make "public participation" a stand-alone task.

In addition, listed below are a number of planning activities within these broad tasks that should be given consideration by every MPO and RTPO:

Performance-Based Planning: In coordination with the Department, develop performance targets in the

national priority areas by the associated deadlines, per MAP-21/FAST Act.

Planning Factors: Continue to focus activities on the following ten planning factors:

- Support the **economic vitality** of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
 - **Land Use and Transportation Models:** Includes assessment of projected land uses in the region, identification of major growth corridors and the analysis of related transportation improvements. RPOs must promote the consistency of their LRP and proposed improvements with State and local planned growth and development patterns.
- Increase the **safety** of the transportation system for motorized and nonmotorized users;
 - **Safety of the Transportation System:** This should be an integral part of all planning efforts and project development. Review safety data, goals, objectives and strategies to promote safety. Also, the Strategic Highway Safety Plan should be incorporated into the LRTPs. Include in the SFY2018-2019 UPWPs a task to develop a regional transportation safety plan.
- Increase the **security** of the transportation system for motorized and nonmotorized users;
 - **Security of the Transportation System:** Again, RPOs should look at both transit and highway networks, and develop appropriate goals and strategies. Review current plans for emergency planning and security elements, identify critical facilities and transportation systems, and help define the roles of the various players in promoting security.
- Protect and enhance the **environment**, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
 - **Air Quality/Environmental Planning:** Work with the Department in giving consideration to the impact of the transportation system on climate change, and on air quality within the region and make conformity determinations as needed. Planning studies should be coordinated with the NEPA process.
- Enhance the **integration and connectivity** of the transportation system, across and between modes for people and freight;
- Increase the **accessibility and mobility** of people and for freight;
 - **Freight Planning:** Include in the transportation planning and programs, truck, rail, air and maritime freight transportation considerations, including regional and multimodal options, through information compilation, outreach to stakeholders, and analysis:
 - Maintain a list of freight stakeholders in the (MPO or nonmetropolitan/ Regional Transportation Planning Organization (RTPO) area);
 - Maintain a list of major freight generators in the MPO/RTPO area;
 - Provide a GIS file of the major freight generators & stakeholders in the MPO/ RTPO area;
 - Provide GIS data for freight supportive land use areas;
 - Maintain a list of system constraints for freight movements (multi-modal), i.e. local geometric challenges, local bridge height, weights, turning radii, etc.;
 - Identify opportunities for truck parking locations.
- Promote efficient system **management and operation.**
 - **Planning for Operations:** MPOs and RTPOs should address this for both the transit and highway networks with a focus on mobility and safety. Strategies should be developed leading to the capital and operational improvements needed to preserve the existing system. This will include work on the development and implementation of Intelligent Transportation System strategies and technologies in the region, as well as travel demand management. This task should include updates to the ITS Architecture, including transit ITS.
- Emphasize the **preservation** of the existing transportation system.

- Improve the **resiliency and reliability** of the transportation system and reduce or mitigate stormwater impacts of surface transportation; and
- Enhance **travel and tourism**.

Public Involvement Process: MPOs and RTPOs should periodically assess the effectiveness of their process. That process should reflect the requirements under MAP-21, the FAST Act and the new Statewide and Nonmetropolitan Planning: Metropolitan Transportation Planning rule that pertain to a public participation plan, entities that must be given an opportunity to participate in the transportation planning process, and the documentation of such efforts in the LRTPs, the publication of relevant documents and visualization techniques.

Title VI and Environmental Justice: Continue to develop and implement a strategy for addressing the mandates that deal with this topic, and consider the impacts on under-served communities of recommendations contained in plans and programs.

Maintenance of the TIPs: The TIPs will cover a five-year period with the first four years being the official TIP. All consultation requirements must be addressed. TIPs may need to be consolidated with MPO redesignation.

Update of the Long-Range Transportation Plans (LRTP): MPOs must complete an update to their LRTPs (Metropolitan Transportation Plans) that will expire in May 2019. The update must address requirements from MAP-21 and the updated regulations from the FAST Act [23 CFR Part 450](#), such as Performance Measures and Targets. The following is a link to the e-CFR:

<http://www.ecfr.gov/cgi-bin/text-idx?SID=1a4b1d1fa960ba164aade0646c594040&mc=true&node=pt23.1.450&rgn=div5>

The LRTP update must also address the requirements contained in the [new planning rule](#). The following is a link to the Federal Register that identifies these requirements:

<https://www.federalregister.gov/documents/2014/06/02/2014-12155/statewide-and-nonmetropolitan-transportation-planning-metropolitan-transportation-planning>

Congestion Management: Continue to cooperate with the Department on the various management systems as appropriate. MPOs in Transportation Management Areas (TMA) must prepare Congestion Management Process (CMP) strategy reports, including regional and multimodal options. All MPOs should continue to develop the six elements that they are now working to achieve:

- Determine the CMP network in the region: both highway and transit elements.
- Define congestion: both the parameters to be measured and thresholds.
- Identify congested links: using the Department's Annual CMS report and data developed by the region.
- Develop strategies to address congested links: geometric, operational and travel demand-related.
- Implement strategies: short- and long-term. Include in the LRTPs and TIPs.
- Monitor the network: collect and assess data to determine where any improvements have resulted.

Technical Assistance: Assist the municipalities with the STP-Urban, CMAQ, TAP, and other appropriate ongoing programs. Technical assistance should include project development, regional review and prioritization, and the monitoring of town project schedules.

Transit Planning: Support transit districts, transit services, rail services and intermodal facilities that

support intercity transportation, including intercity bus facilities and commuter van pool providers, with an emphasis on the following:

- Identification of rail parking needs.
- Rail and local transit interface improvements.
- Improved coordination of inter-regional and intra-regional transit and paratransit services.
- Improvements to bus stops, signage and shelters.
- Use of commuter parking lots: Assist Department's Bureau of Public Transportation by conducting on a quarterly basis, counts of the vehicles using the commuter parking lots located in your region.
- Transit security.

Coordinated Public Transit Human Services Transportation Plan: All MPOs and RTPOs should continue to coordinate and cooperate with the Bureau of Public Transportation on the continuing development of and updates to this plan and on the selection of projects for the various programs that fall under it.

Transit and Affordable Housing: Identify areas, including reclaimed brownfields, in the vicinity of existing and proposed rail and busway stations and along potential future public transit corridors that may be suitable for the construction of affordable housing.

Livability: Promote safety, livable communities and environmental sustainability. Consider utilization of the INVEST tool for Sustainable Highways within the LRTP and/or project selection processes.

System Investment and Performance: Assist the Department in the development of regional goals for the transportation system, and in the development of a set of performance measures by which the attainment of these goals may be tracked. Assist the Department with the FHWA 536 report on capital expenditures on local roads. Provide any traffic count data to the Bureau of Policy and Planning.

In addition, the Federal Highway Administration and the Federal Transit Administration have requested that you address in the UPWP the following four emphasis areas. These topics relate to the other items of focus, particularly within the planning factors still in effect, but with new specifications.

1. **Climate Change and Resiliency:** Work in cooperation with the Department and other state and local agencies to improve transportation system resiliency in the face of climate change, sea level rise, and severe storm events, and support the Department's climate change and resiliency planning efforts. http://www.fhwa.dot.gov/environment/climate_change/
2. **MAP-21 & FAST Act - Transition to Performance Based Planning and Programming.** The development and implementation of a performance management approach to transportation planning and programming that supports the achievement of transportation system performance outcomes. Refer to: http://www.fhwa.dot.gov/planning/performance_based_planning/. Targets for the Safety Performance Measures must be established by February 2018 in cooperation with the Department.
3. **Models of Regional Planning -** Promote cooperation and coordination across MPO boundaries and across State boundaries where appropriate to ensure a regional approach to transportation planning. This is particularly important where more than one MPO or state serves an urbanized area or adjacent urbanized areas. This cooperation could occur through the metropolitan planning agreements that identify how the planning process and planning products will be coordinated, through the development of joint planning products, and/or by other locally determined means. Coordination across MPO and across state boundaries includes the coordination of transportation plans and programs, corridor studies, and projects across adjacent MPO and state boundaries. It also includes collaboration among state DOT(s), MPOs, and operators of public transportation on activities such as: data collection, data storage and analysis,

analytical tools, and performance based planning. <http://www.fhwa.dot.gov/everydaycounts/edc-3/regional.cfm>

4. **Ladders of Opportunity** - Access to essential services - as part of the transportation planning process, identify transportation connectivity gaps in access to essential services. Essential services include housing, employment, health care, schools/education, and recreation. This emphasis area could include MPO and State identification of performance measures and analytical methods to measure the transportation system's connectivity to essential services and the use of this information to identify gaps in transportation system connectivity that preclude access of the public, including traditionally underserved populations, to essential services. It could also involve the identification of solutions to address those gaps.

Please be sure to include in your cost estimates and schedules for all major tasks, the costs associated with public participation activities. The administrative task should not exceed 15 percent of the funds available for your UPWP.

Please complete and submit the draft UPWP **by April 3, 2017**, to facilitate the processing of the SFY2018–2019 Planning Agreements. We will be sending, for your use in completing your draft SFY2018-19 UPWPs, a copy of the UPWP check list that the Department will be using to review your UPWPs.

Forward to your Department liaison an electronic copy and a hard copy of your draft UPWP, three hard copies to Ms. Eloise Powell at FHWA, an electronic copy to Ms. Leah Sirmin at FTA and an electronic copy to Ms. Kristin Wood at FTA. The Department will provide you with consolidated comments on your draft UPWP **by April 25, 2017**. After the comments on your Draft UPWP have been addressed, COGs should have their MPO Policy Boards or rural COG Policy Boards take action on resolutions to approve the Final SFY2018-2019 UPWPs. The Board should also be asked to approve a resolution stating that the Board will accept any minor changes to the UPWP after the State and Federal review of the UPWP, to enable the USDOT to approve this document within the required timeframe. **(It is important that COGs schedule meetings to enable their MPO Policy Boards or rural COG Policy Boards to take action on such resolutions in May 2017.)** Four hard copies and one electronic copy of the Final SFY2018-19 UPWP, and a copy of the Policy Board-approved resolution(s) should be submitted to your Department liaison by Friday, June 2, 2017, to enable the Department to submit these documents to USDOT **by June 5, 2017**.

Your region's affirmative action program must be updated and approved in accordance with the guidelines of the Department's Contract Compliance Section.

If you intend to request a modification to your cost allocation plan for SFY2018-2019, please submit that request **by April 3, 2017**.

Please direct all questions concerning the development, review and approval of the SFY2018–2019 UPWP to your Department liaison. Thank you for your cooperation.

Enclosure

cc: Ms. Eloise Powell, FHWA
Mr. Kenneth Shooshan-Stoller, FHWA
Mr. Erik Shortell, FHWA
Ms. Kristin Wood, FTA
Ms. Leah Sirmin, FTA

Appendix 2-2

Unified Planning Work Program (UPWP) Review Checklist

Name of COG: _____
 Date Document Reviewed: _____ Date of UPWP: _____
 Consolidated Review Date: April 18, 2017 Covering State: _____
 Name of RPO Coordinator: _____ Fiscal Years: SFY2018 - SFY2019

Comments are provided for any noted errors/omissions or required corrections, clarifications or additional information needs.

PLEASE FILL IN PAGE NUMBER THAT CORRESPONDS TO YOUR UPWP

A. Task Discussion			PAGE NUMBER
1.	Issues and Deficiencies	Does the plan identify the issues and deficiencies identified in the long-range regional transportation plan (LRTP)/ metropolitan transportation plan that are intended to be addressed by activities proposed in the work plan and clearly identify the planning tasks that address those issues in accordance with the requirements in the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Fixing America's Surface Transportation Act (FAST Act) and the federal planning regulations?	
2.	Management of the Planning Process	Does the plan include a task describing all COG administrative functions pertaining to the MPO(s) / Rural Transportation Planning Organizations (RTPOs) such as development of the UPWP, the public participation process, tasks pertaining to the redesignation of the MPOs, coordination with the Department on MPO consolidation-related activities pertaining to the Transportation Improvement Programs (TIPs) , UPWPs , regional LRTPs (metropolitan transportation plans) and multi-regional projects and studies, etc.	
3.	Data Collection/Analysis	Does the plan include a task that discusses all of the work carried out to develop transportation databases to support the planning process, including Geographic Information System (GIS) activities?	
4.	Planning Activities (PA)	Does the plan include a task that covers both short and long term responsibilities? Short term responsibilities include but are not limited to TIP, STP-Urban project development, Transportation Alternatives Program application coordination Long term responsibilities include but are not limited to major corridor studies and updates to regional long-range transportation plans (LRTPs/ metropolitan transportation plans).	
4a.	Other Technical Assistance	Does the plan identify/ discuss other transportation-related technical assistance, provided by the COG on behalf of its member towns? Efforts/ tasks to assist municipalities with the STP-Urban, CMAQ, TAP, LOTCIP and other appropriate ongoing programs should be discussed. Discussions/tasks pertaining to technical assistance should include project development, regional review and prioritization, and the monitoring of town project schedules.	
4b.	Public Participation	Does the plan include a task or discussion of Title VI and Environmental Justice as part of the other 4 tasks to address the development and implementation of a strategy for addressing the mandates that deal with this topic, and to consider impacts on under-served communities of recommendations contained in plans and programs	
4c.	Performance-Based Planning	Does the plan include as task or as subtasks within other tasks, to transition to performance-based planning & programming and <u>develop and implement a performance management approach</u> to transportation planning and programming that supports the achievement of transportation system performance outcomes? .	
4c.	Planning Studies	Does the plan include a task/subtask/discussion, as applicable, of <u>all the major transportation planning studies anticipated to be conducted within the region</u> (including corridor studies that might under taken if resources become available) during the period of the plan, regardless of the organization lead or funding source?	
4e.	Air Quality	Does the plan include a task/subtask/discussion, as applicable, of the region's work with the Department in giving consideration of transportation system impacts on air quality within the region and formulating conformity determinations?	
4f.	Congestion Management	Does the plan include a task/subtask/discussion, as applicable, of the region's work to cooperate with the Department on various management systems? For MPOs in Transportation Management Areas (TMA), a congestion management process (CMP) status report must be prepared. As such, a discussion of this responsibility should be included in the plan. <ul style="list-style-type: none"> o MPOs should note their continued efforts to develop the six elements of CMP: Determine the CMP network in the region: both highway and transit elements. o Define congestion: both the parameters to be measured and thresholds. o Identify congested links: using the Department's Annual CMS report and data developed by the region. o Develop strategies to address congested links: geometric, operational and travel demand-related. o Implement strategies: short- and long-term. Include in the LRTPs and TIPs. 	

		<ul style="list-style-type: none"> o Monitor the network: collect and assess data to determine where any improvements have resulted.
4g	Environmental Planning	Does the plan include a task/subtask/discussion, as applicable, of the region's work relating to coordination and participation in the National Environmental Policy Act process for all planning studies?
4h	Climate Change and Resiliency	Does the plan include a task/subtask/discussion, as applicable, of the impact of climate change on the transportation system? Does the plan include a task or subtask to work in cooperation with the CTDOT and other state and local agencies to improve transportation system resiliency in the face of climate change, sea level rise, and severe storm events, and support the CTDOT's climate change and resiliency planning efforts?
4i.	Freight Planning	Does the plan include a task/subtask/discussion, as applicable, of the region's work regarding truck, rail and maritime goods movement considerations, including information compilation, outreach to stakeholders and analysis, and include the following subtasks? <ul style="list-style-type: none"> - Maintain a list of freight stakeholders in the (MPO or nonmetropolitan/ Regional Transportation Planning Organization (RTPO) area); - Maintain a list of major freight generators in the MPO/ RTPO area; - Provide a GIS file of the major freight generators & stakeholders in the MPO/ RTPO area; - Provide GIS data for freight supportive land use areas; - Maintain a list of system constraints for freight movements (multi-modal), i.e. local geometric challenges, local bridge height, weights, turning radii, etc.; - Identify opportunities for truck parking locations.
4j.	Economic Vitality/ Land Use and Transportation Models	Does the plan include tasks/subtasks/discussions, as applicable, of activities to support the economic vitality of the metropolitan area the region's work assessing and projecting land uses in the region, identifying major growth corridors and analyzing related transportation improvements, and promotion of consistency of improvements with State and local planned growth/ development patterns?
4k	Livability	Does the plan include a task/subtask/discussion, as applicable, of the region's work to promote safe, livable communities and environmental sustainability?
4l.	Tourism	Does the plan include tasks/subtasks and or discussions, as applicable, of activities to enhance travel and tourism in the region?
4n	Transit and Affordable Housing	Does the plan include a task/subtask/discussion, as applicable, of the region's work to identify areas, including reclaimed brownfields that may be suitable for the construction of affordable housing in the vicinity of existing and proposed rail stations, busway stations, and along potential future transit corridors?
4n	Transit Planning	Does the plan include a task/subtask/discussion, as applicable, of the region's work to support transit districts, CTDOT, transit services and rail services and intermodal facilities that support intercity transportation including intercity bus facilities and commuter van pool providers? Planning efforts should emphasize the following activities: <ul style="list-style-type: none"> - Identification of rail parking needs. - Rail and local transit interface improvements. - Improved coordination of inter-regional and intra-regional transit and paratransit services. - Improvements to bus stops, signage and shelters. - Use of commuter parking lots: Include a subtask to assist CTDOT's Bureau of Public Transportation by conducting on a quarterly basis, counts of the vehicles using the commuter parking lots located in your region. - Transit security.
4c	Ladders of Opportunity	Does the plan include a task/subtask/discussion, as applicable, of the region's work to identify transportation connectivity gaps in access to essential services? Essential services include housing, employment, health care, schools/education, and recreation. Does the plan include a task/ subtask or discussions pertaining to MPO and State identification of performance measures and analytical methods to measure the transportation system's connectivity to essential services and the use of this information to identify gaps in transportation system connectivity that preclude access of the public, including traditionally underserved populations, to essential services or the identification of solutions to address those gaps?

4c	Coordinated Public Transit Human Services Transportation Plan	Does the plan include a task/subtask/discussion, as applicable, of the region's work to coordinate and cooperate with CTDOT's Bureau of Public Transportation on the continuing development of and updates to the Coordinated Public Transit Human Services Transportation Plan and on the selection of projects for the various programs that are covered by it?
4c	Transportation System Safety for Motorized & Nonmotorized Users	Does the plan include a task/subtask/discussion, as applicable, of the region's work relating to transportation safety for all modes? Tasks & discussion may include review of safety data, goals, objectives and strategies to promote safety. Is the Strategic Highway Safety Plan incorporated, by reference, into discussions of the region's long range transportation plan. Does the plan include a task to develop a regional transportation safety plan?
4r	Transportation System Security	Does the plan include a task/subtask/discussion, as applicable, of the region's work relating to transportation security for users of all modes? Discussion should include outlining efforts to develop appropriate goals and strategies that address both transit and highway networks. Key elements of current plans for emergency planning and security should be reviewed to ensure that critical facilities and transportation systems are identified and the roles of players are defined.
4s	Efficient System Management & Operations: Planning for Operations	Does the plan include a task/subtask/discussion, as applicable, of the region's work relating to developing operation and management strategies focusing on mobility and safety within transit and highway networks? Discussion should address development of strategies leading to the capital and operational improvements for preservation of the existing system. Additionally, discussion should highlight work to develop and implement Intelligent Transportation System (ITS) strategies and technologies as well as travel demand management. This task should include updates to the ITS Architecture, including transit ITS.
4t	System Investment and Performance	Does the plan include a task/subtask/discussion, as applicable, of the region's work to assist the Department with development of regional goals for the transportation system, performance measures for tracking attainment of the goals, and the Local Highway Finance Report, form FHWA-536, on capital expenditures on local roads? Any data collection and sharing, such as providing traffic count data to the Department's planning staff, should be noted.
4u	Models of Regional Planning	Does the plan include a task/subtask/discussion, as applicable, of the region's work to promote cooperation and coordination across MPO boundaries and across State boundaries where appropriate to ensure a regional approach to transportation planning? Does the plan mention: metropolitan planning agreements that identify how the planning process and planning products will be coordinated, through the development of joint planning products, and/or by other locally determined means; efforts to coordinate transportation plans and programs, corridor studies, and projects across adjacent MPO and State boundaries; and/or collaboration among State DOT(s), MPOs, and operators of public transportation on activities such as: data collection, data storage and analysis, analytical tools, and performance based planning?
4v	Preservation of Existing Transportation System	Does the plan include a task/subtask/discussion, as applicable, emphasis on the preservation of the existing transportation system?
4v	TIP	Does the plan include a task/subtask/discussion, as applicable, of the region's work to develop and maintain the regional transportation improvement program (TIP)?
4x	LRTP/Metropolitan Transportation Plan	Does the plan include a task/subtask/discussion, as applicable, of the region's work to develop and maintain the regional LRTP/ Metropolitan Transportation Plan? For periods encompassing updates to the plan such as the case for the current UPWP, discussion should identify responsibilities to the process, plan period, public involvement, and coordination with the State plan. Amendments may be made on an as needed basis but may require a new air quality conformity finding. MPOs should review their efforts in conjunction with the SAFETEA-LU requirements, including ongoing consultation with various agencies involved in land use planning and natural resources. Discussion during "off" years should address ongoing efforts to meet plan objectives, including coordination activities.
4y	Technical Assistance	Does the plan include a task/subtask/discussion, as applicable, of the region's work to assist its member municipalities with project development, regional review, prioritization and monitoring schedules under various programs such as STP-Urban, Congestion Mitigation Air Quality (CMAQ), Transportation Alternatives, LOTCIP where eligible and other appropriate?
5.	Other Technical Assistance	Does the plan include a task that discusses any other studies or services carried out on behalf of the region's member towns?

6.	Public Participation	Does the plan include a task that clearly discusses activities relating to public participation, public involvement, Title VI and environmental justice processes for meeting federal requirements? For MPOs, this discussion may be included as part of other task discussions.
6a.	Public Involvement Process	Does the plan include a task/subtask/discussion that clearly addresses the relevant documents, techniques utilized and effectiveness? The process should reflect the requirements under MAP21 concerning a public participation plan and the documentation of such efforts in the regional long range plan (LRP), the publication of relevant documents and visualization techniques.
6b.	Title VI / Environmental Justice	Does the plan include a task/subtask/discussion that, with respect to Title VI and environmental justice, focuses on the development/updating and implementation of a strategy for addressing mandates and considering potential impacts by regional activities on under-served communities?
7.	Continuation of Activities from Prior UPWP	Does the plan include tasks/subtasks/discussions, as applicable, identifying any activities from the prior UPWP period that are outstanding and require additional regional effort during the period of the coming UPWP?
8.	Performance Measures	Does the plan include, in cooperation with the Department performance targets, per MAP21?
Section Comments		
B. Administrative Activities		
1.	Maximum Allowable Hourly Rates	Does the plan include a table that shows the maximum hourly rates by title for each employee classification that will be listed in your invoices for SFY2018-2019 period. Changes to maximum hourly rates <u>will not</u> be approved during the term of the agreement. Reimbursements for services will be based on the actual rate of pay or maximum allowable hourly rate, whichever is less.
2.	General Description	Does the plan include a description of the general duties for each employee classification listed in the work program?
3.	Financial Summary	Does the plan include a financial summary that clearly identifies the estimated funds required to accomplish each task & breaks out federal funds, non-federal matching funds, and carryover funds by task or subtask. All funding sources anticipated to be used on a project, whether federal, State or other should be identified by program. Public participation costs should be identified.
4.	Estimated FHWA/FTA Planning Funds	Does the plan's financial summary reflect the most current and available combined estimated FHWA and FTA planning funds available to the region for each fiscal year?
5.	Planning tasks	For each task, does the plan include the following? <ul style="list-style-type: none"> ○ Identify the responsible agency (MPO, transit agency, consultant) and the party (COG/MPO/RTPO staff, consultant, transit agency, another COG, etc.) who will be performing the work. ○ Present with each task, the work schedule (including milestone dates), cost information and staffing requirements required to accomplish the task. ○ Clearly identify the work products for the task. ○ Include a line item (s) for direct costs (such as mileage, printing, translation services, publication fees for legal notices or announcements, facility rental costs, etc.) that are anticipated for each task.
6.	Direct Costs	Does the plan's discussion and/or financial summary provide for direct costs anticipated to be incurred, including but not limited to mileage, travel/lodging, printing, training /seminars /workshops, equipment purchases, and sub-consultants?
7.	Contracted Activities	Does the plan clearly identify where tasks, planning studies or portions thereof utilizing federal transportation funds will be subcontracted to a consultant?
8.	Models of Regional Planning	Does the plan identify areas of cooperation and coordination across MPO boundaries to ensure a regional approach to transportation planning?
9.	Administrative Task	Does the plan's financial summary maintain the costs of administrative functions below 15% of the available planning funds for the region?
10.	Affirmative Action Plan	Does the plan incorporate an updated and approved affirmative action plan prepared pursuant to the Department's Contract Compliance Section guidance?
11.	Prospectus	Does the plan include an updated prospectus that outline the roles and responsibilities of the State, the MPO / RTPO and appropriate providers of public transportation as required by 23 CFR Sec. 450.314(a) "Metropolitan Planning Agreements".
Section Comments		

C. Plan Copies _FOR CTDOT USE		
1.	Draft Plan – CT DOT	Has the Department's RPO Coordinator received two hard copies and an electronic copy of the draft UPWP?
2.	Draft Plan – FHWA	Has the Federal Highway Administration received three copies of the draft UPWP? Attention: Ms. Eloise Powell and your federal liaison.
3.	Draft Plan – FTA	Have Ms. Leah Sirmin and Ms., Kristin Wood the Federal Transit Administration each received an electronic copy of the draft UPWP with a cc: to the CTDOT liaison?
4.	Approved Plan	Has the Department's RPO Coordinator received four hard copies and one electronic copy of the approved UPWP? Has the RPO Coordinator received a copy of the Board-approved resolution?

Appendix 2-3

June 15 , 2017

Ms. Eloise Powell
Program Manager
Federal Highway Administration
628-2 Hebron Avenue, Suite 303
Glastonbury, CT 06033

Mr. Kristin Wood
Program Representative
Federal Transit Administration
55 Broadway, Suite 920
Cambridge, MA 02142

Dear Ms. Powell and Ms. Wood:

The Fiscal Year 2018-2019 Unified Planning Work Programs for Connecticut's Councils of Governments have been reviewed and approved by the Connecticut Department of Transportation and are enclosed for your approval.

Projects which are proposed for funding with other than planning funds will be addressed under normal procedures for project approval. If you have any questions concerning this matter, please contact Ms. Roxane Fromson, Transportation Supervising Planner, at (860) 594-2038. Thank you for your consideration.

Very truly yours,

Maribeth Wojenski
Transportation Assistant Planning Director
Bureau of Policy and Planning

Enclosures

cc: Ms. Leah Sirmin, FTA
Mr. Ken Shooshan-Stoller, FHWA
Mr. Erik Shortell, FHWA

Appendix 3-1

BUREAU OF POLICY & PLANNING AGREEMENT PROCESSING CHECKLIST

SECOND PARTY:
AGREEMENT TERM :
PROJECT #
AGREEMENT #
CORE CONTRACT ID #
PROJECT MANAGER:

- CTDOT makes a determination that an agreement between CTDOT and a second party is needed for a project
- PROJECT MANAGER Notifies Bureau Agreement Coordinator that an agreement needs to be prepared
- Agreement coordinator prepares draft agreement

- Agreement coordinator reviews project scope & checks the appropriate directory to determine the number of Disadvantaged Business Enterprises (DBEs) or Small Business Enterprises (SBEs) available to do work on the project. From this review a recommended DBE or SBE goal is developed.
 - For federally funded projects, CTDOT's DBE Directory is used
 - For state funded projects, the Department of Administrative Services SBE Directory is used

- Agreement coordinator submits agreement/project to screening committee for DBE/SBE assignment, as necessary

- Screening committee assigns appropriate DBE or SBE goal

- Agreement coordinator delivers draft agreement to Contract Administration

- Contract Administration reviews draft agreement and, if necessary, makes corrections and changes

- Contract Administration returns cleared agreement to agreement coordinator
- Agreement coordinator makes corrections and changes based on contract administration review
- Agreement coordinator returns corrected agreement to contract administration for final review
- Contract Administration reviews again, makes corrections, if needed, then returns to agreement coordinator
- Agreement coordinator makes corrections, as necessary
- Agreement coordinator then delivers three (3) copies of fully reviewed agreement to project manager
- Project manager mails entire package to second party for signature
- Second party signs all three agreements, maintains one for its file, then mails remaining two to project manager
- Project manager gives two signed originals to agreement coordinator
- Agreement coordinator reviews signed agreements for any mistakes re: signature, authorizing resolution, etc.
- Agreement coordinator then prepares CON-128 for signature by office of contract compliance
 - Office of Contract Compliance signs CON-128
- Agreement coordinator then includes CON-128, draft contract lease face sheet, the two signed original agreements, and correct authorizing resolution and delivers entire package to manager of office in which project manager works
 - Manager signs CON-128
 - Manager returns entire agreement package to agreement coordinator
- Agreement coordinator delivers entire package to contract administration
- Contract Administration reviews agreement package for accuracy, conformity, etc.
- After Contract Administration completes its review, the entire package is forwarded to Bureau of Policy & Planning Bureau Chief for signature

- Bureau Chief signs both original agreements and forwards package back to contract administration
- Entire package forwarded to Attorney General (AG) for review via contract lease face sheet
- After AG completes its review, if everything is satisfactory, it returns entire package to contract administration
- Contract Administration then forwards executed agreement to Office of Budget Development
- Office of Budget Development notifies Bureau agreement coordinator that a Purchase Order (PO) is needed in order to release agreement
- If a PO has not been prepared, agreement coordinator prepares one and notifies the Office of Budget Development
- Upon receipt of approved, dispatched PO, the Office of Budget Development releases agreement to Contract Administration
- Contract Administration delivers fully executed agreement to printing for making of copies
- After copies are made, Contract Administration delivers one signed fully executed original agreement to agreement coordinator
- Agreement coordinator delivers fully executed original agreement to Project Manager
- Project Manager then mails fully executed original agreement to Second Party

SAMPLE MASTER AGREEMENT

Agreement No. x.xx-xx(17)
CORE I.D. No. 17DOTxxxxAA

**MASTER COUNCIL OF GOVERNMENTS AGREEMENT
CONCERNING REGIONAL TRANSPORTATION PLANNING PROGRAMS AND PROJECTS**

THIS MASTER COUNCIL OF GOVERNMENTS AGREEMENT CONCERNING REGIONAL TRANSPORTATION PLANNING PROGRAMS AND PROJECTS (“Master Agreement”), is entered into by and between the STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION, (the “DOT”), and the [Name of COG], having its principal place of business at [Address of COG], (the “Agency”). The DOT or the Agency may each be referred to individually as the “Party” and collectively may be referred to as the “Parties.”

WHEREAS, the Agency undertakes, and may financially participate in, planning programs and projects regarding urban and rural transportation related to the municipalities located within the [Name of COG] area of operation; and

WHEREAS, pursuant to Section 13a-165 of the Connecticut General Statutes, as revised, the DOT is the authorized entity responsible for distributing the State and federal government financial assistance with respect to Council of Governments programs and projects; and

WHEREAS, on a project-by-project basis, the Agency takes on the responsibility for the administration of a particular Council of Governments project, and the Parties wish for this Master Agreement to address the Agency’s administered projects; and

WHEREAS, the DOT and the Agency wish to set forth their respective duties, rights, and obligations with respect to these projects that are undertaken pursuant to this Master Agreement; and

WHEREAS, DOT, in cooperation with the U.S. Department of Transportation (“USDOT”), the Federal Highway Administration (“FHWA”), and the Federal Transit Administration (“FTA”), is desirous of continuing the comprehensive, cooperative, urban, and rural transportation planning process regarding the municipalities located within the [Name of COG] area of operation; and

WHEREAS, the Agency has been designated by the Governor as the responsible metropolitan planning organization or rural planning organization within the [Name of COG] area of operation, pursuant to the provisions of Chapters 50, 127, and 295 of the General Statutes of Connecticut, as revised; and

WHEREAS, the reimbursement to be made to the Agency under this Master Agreement, as hereinafter set forth, shall be paid by DOT from FHWA funds, made available pursuant to Title 23, USC, Section 104(f) of Section 505(a), as amended, FTA Funds, and DOT Matching Funds; and

WHEREAS, the Commissioner is authorized to enter into this Master Agreement pursuant to the provisions of Sections 13a-165 and 13b-4 of the Connecticut General Statutes, as revised;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE THAT:

Article 1. Definitions. For the purposes of this Master Agreement, the following definitions apply:

1.1 “Administer,” “Administering” or “Administration” of the Agency Project means conducting and managing operations required to Perform and complete the Agency Project, including Performing (or engaging a Consultant to Perform) and undertaking all of the administrative-duties related to and required for the completion of the Agency Project.

1.2 “Agency’s Parties” means the Agency’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 Agency is in privity of oral or written contract and the Agency intends for such other person or entity to Perform under the Master Agreement or the Project Authorization Letter (PAL, as defined in Section 1.18) in any capacity.

1.3 “Agency Project” means any project, program or planning task undertaken by the Agency to address major transportation issues within the Agency boundaries;

1.4 “Authorization to Proceed” means the written notice from the DOT to the Agency authorizing the Agency to Perform its obligations relative to the Agency Project under the PAL including, but not limited to, entering into an agreement with the Consultant for Performance of the Agency Project, if applicable.

1.5 “Authorized DOT Representative” means the individual, duly authorized by a written delegation of the Commissioner of the DOT pursuant to Section 13b-17(a) of the Connecticut General Statutes, to sign PALs.

1.6 “Consultant” means the person or entity engaged by the Agency to Perform the Agency Project.

1.7 “Cumulative Cost” means the total, collective expenditure by the Agency and the DOT to complete the Agency Project.

1.8 “Demand Deposit” means an amount of money due to the DOT from the Agency.

1.9 “Designated Official” means the Agency official or representative designated by title, who is duly authorized by the Agency to receive PALs issued by the DOT under this Master Agreement and submit to the DOT a Written Acknowledgment of the PAL binding the Agency to the terms and conditions of the PALs issued by the DOT under this Master Agreement pursuant to Article 2.

1.10 “Disadvantaged Business Enterprise (DBE)” has the meaning defined in Schedule C.

1.11 “DOT-provided Services” means the work that the DOT is responsible to Perform for the Agency Project to ensure satisfactory adherence to State and federal requirements.

1.12 “Effective Date” means the date upon which the Master Agreement is executed by the DOT.

1.13 “Funding” means funds from the State government, the federal government, or a combination of any of the foregoing, designated for a particular Agency Project, as specified in the PAL.

1.14 “Insurance” means insurance coverages provided under Article 20, provided that, where applicable to the Agency, the Agency may satisfy the requirements of Article 20 by a self-insurance program

with advance written notice to the DOT and which program is accepted in writing by the DOT.

1.15 “Official Notice” means notice given from one Party to the other in accordance with Article 19 and shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, or consent of the Party(ies) as well as any document(s), including any electronically-produced versions, provided, permitted or required for the making or ratification of any change, revision, addition to or deletion from the document, contract or agreement in which this Official Notice is contained.

1.16 “Perform” means for purposes of this Master Agreement, the verb “to Perform” and the Performance of the work set forth in this Master Agreement which are referred to as “Perform,” “Performance” and other capitalized variations of the term.

1.17 “Project Amount” means the total estimated cost for the Agency Project, as estimated at the time of the DOT’s issuance of the PAL.

1.18 “Project Authorization Letter (PAL)” means the written document that provides a description of the Agency Project and authorizes the distribution of Funding to the Agency for the particular Agency Project during a specified period of time.

1.19 “Small Business Enterprise (SBE)” has the meaning defined in Schedule D.

1.20 “Small Business Participation Pilot Program (SBPPP)” has the meaning defined in Schedule E.

1.21 “State” means the State of Connecticut, including the DOT, and any office, department, board, council, commission, institution or other agency or entity of the State.

1.22 “Subconsultant” means any firm that is engaged by the Consultant to Perform the Agency Project, in whole or part.

1.23 “Term” means the duration of this Master Agreement as further defined in Article 18.

Article 2. Issuance and Acknowledgment of PALs for Agency Project.

2.1 Prior to the commencement of a particular Agency Project, the DOT shall issue to the Agency a PAL for that Agency Project, in the form substantially similar to Schedule A, which will be addressed to the Designated Official and signed by the Authorized DOT Representative. The issuance of the PAL itself is not final authorization for the Agency to begin Performing work or entering into an agreement with a Consultant with respect to the Agency Project. Additional required steps and approvals are set forth in this Master Agreement.

2.2 The PAL issued by the DOT to the Agency shall set forth, at a minimum:

(a) The Funding source(s), the related government Funding authorization or program information, and the associated Funding ratio between the federal government, the DOT, and the Agency, as applicable, for the Agency Project;

(b) The maximum reimbursement to the Agency under the PAL;

(c) An estimated cost break-down for all work under the Agency Project;

(d) If applicable, the amount of the Demand Deposit(s) due to the DOT from the Agency for the Agency's proportionate share of applicable costs for work Performed by the DOT under the Agency Project, as determined by the Funding ratio;

(e) A description of the Agency Project; and

(f) Any applicable affirmative action goal(s) assigned with respect to work on the Agency Project, as follows:

(i) If the Agency Project receives federal participation in Funding, the DBE goal assigned by the DOT applicable to the Consultant; or

(ii) If the Agency Project receives DOT Funding, and no federal participation in Funding, the SBE goal assigned by the DOT applicable to the Consultant; or

(iii) Regardless of the Funding source(s), the SBPPP goal assigned by the DOT applicable to the Consultant.

2.3 In order for the terms of the PAL to become effective and binding on both Parties, the Agency shall return to the DOT a copy of the PAL signed by the Designated Official, hereinafter referred to as the "Written Acknowledgment of the PAL." The signature of the Designated Official on the Written Acknowledgment of the PAL constitutes the Agency's agreement to be bound by the terms of the PAL and the Agency's agreement to Perform the work on the Agency Project in accordance with the terms of the PAL and this Master Agreement. The Agency shall submit the Written Acknowledgment of the PAL to the Authorized DOT Representative by the deadline set forth in the PAL. By written notice to the Agency, the DOT, in its discretion, may extend or waive the deadline set forth in the PAL for the Agency to submit the Written Acknowledgment of the PAL. Such extension or waiver may be granted after the date set forth in the PAL for submission of the Written Acknowledgment of the PAL. Submission of the Written Acknowledgment of the PAL by facsimile or electronic transmission is acceptable. The Written Acknowledgment of the PAL shall be deemed delivered on the date of receipt by the DOT if on a business day (or on the next business day after delivery if delivery occurs after business hours or if delivery does not occur on a business day). The PAL becomes effective on the date that the Written Acknowledgment of the PAL is delivered to the DOT provided the Written Acknowledgment of the PAL is submitted by the deadline set forth in the PAL or by the date set forth by the DOT in any extension or waiver of the deadline.

2.4 The Agency herein represents that the [insert applicable title when customizing the agreement for the particular agency, e.g. chairman, or executive director] of the [Agency] is the Designated Official to whom the Agency has granted the authority, throughout the Term of this Master Agreement, to sign and submit the Written Acknowledgment of the PAL(s) to the DOT on its behalf. The signature of the Designated Official shall bind the Agency with respect to the terms of the PAL. Signature by the individual as the Designated Official upon any Written Acknowledgment of the PAL is a representation by such individual that he/she holds the title of the Designated Official as of the date of his/her signature. If at any time during the Term the Agency seeks to modify which Agency official or representative by title is the authorized Designated Official, the Parties must amend this Section by mutual written agreement identifying by title of the new Designated Official and signed by the authorized representatives of each Party.

2.5 Upon submission of the Written Acknowledgment of the PAL to the DOT, the Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Agency with respect to the Agency Project. By submitting the Written Acknowledgment of the PAL, the Agency acknowledges that it understands the obligations to which it is committing itself with respect to the Agency Project. Further, the Agency agrees to proceed with diligence to Perform its obligations to accomplish the

Agency Project and agrees to use the Funding to complete the same.

2.6 Any modification to the scope, the allowed Funding amount, or cost breakdown related to the Agency Project must be approved by the DOT, at its sole discretion, and set forth in a subsequent PAL newly-issued by the Authorized DOT Representative, hereinafter referred to as the “Revised PAL.” The Revised PAL shall be acknowledged by the Agency in accordance with the procedure set forth in Article 2, and the Revised PAL, once acknowledged in writing by the Agency in accordance with the procedure set forth in Article 2, will supersede the PAL or any previously issued Revised PAL for the Agency Project and will control over the PAL and any previously issued Revised PAL.

Article 3. The Obligations of the Agency

3.1 The Agency shall pay for necessary services, consistent with DOT and USDOT requirements, including assistants and/or consultants rendering professional, technical, or other assistance and advice to Perform the tasks identified in the approved PAL.

3.2 If applicable, the Agency shall assume full responsibility for accuracy of all products of its work or that of its Consultant or other assistants under the Master Agreement and shall so indicate by having the signature and the Connecticut Professional Engineer’s Seal of the Engineer in charge of the work Performed under the terms of this Master Agreement affixed on the title sheet(s) of all plans and documents. In addition, the title sheet(s) of all plans and documents will be signed by the authorized individual within the Agency responsible for receipt of Official Notices.

3.3 The Agency agrees that no portion of the Master Agreement and PAL shall be submitted, assigned or otherwise disposed of except with the prior written consent of DOT.

3.4 The Agency shall maintain all books, documents, papers, accounting records and other evidence pertaining to all costs incurred for each task in accordance with the approved work program for each fiscal year and pursuant to Articles 9, 14, and 21.

3.5 The Agency shall comply with all the State and federal administrative requirements incorporated herein by reference and set forth in Schedule H (attached hereto).

3.6 The Agency shall include in all subcontracts entered into pursuant to this Master Agreement or PAL all of the required clauses herein and shall require its Consultants to comply with all such clauses and all applicable State, FHWA, and FTA requirements.

3.7 The Agency shall not purchase any equipment with State or federal funds without the prior written approval of DOT.

Article 4. THE AGENCY AND DOT MUTUALLY AGREE THAT:

4.1 Upon issuance of a PAL by the DOT, submission of the Written Acknowledgment of the PAL by the Agency, and receipt of an Authorization to Proceed from the DOT, the Agency shall administer all activities associated with the Agency Project in accordance with the PAL and this Master Agreement.

4.2 The Agency may elect to Perform all or any part of the Agency Project with its own staff. The Agency will ensure that the Agency staff Performing the Agency Project is sufficiently qualified, that there is sufficient manpower, equipment, and resources available to the Agency, and that it will be cost effective for the Agency’s staff to Perform the Agency Project. The Agency shall assume responsibility for the accuracy of all products of its work generated by Agency staff Performing the Agency Project, irrespective of the State’s review

and approval of the same, if any. The Agency shall have its Designated Official sign the title sheet(s) of all plans and final work product documents generated by Agency staff in Performance of the Agency Project, in addition to any applicable signing and sealing by professional engineers, land surveyor or architects required pursuant to State statute or regulation.

4.3 With respect to any Agency Project that receives federal participation in Funding, the Agency acknowledges that any costs it incurs prior to the receipt of federal authorization for the Agency Project are entirely ineligible for reimbursement with federal funds.

4.4 The Agency agrees that it shall use the Funding for reimbursement of the Agency's approved expenses incurred in the fulfillment of the Agency Project as specified in the PAL and this Master Agreement and for no other purpose.

4.5 The Agency shall conduct public involvement programs for the Agency Project in compliance with applicable federal and State requirements and in accordance with the Agency's public involvement procedures as set forth in 23 C.F.R. Section 450.316).

4.6 The ownership of all material collected under this Master Agreement shall be vested in the Agency and DOT. All reports shall be submitted to DOT for review prior to publication. The following statement should appear on the cover or title page of any published report prepared under the terms of this Master Agreement:

“Prepared in cooperation with the U.S. Department of Transportation (including its participating agencies) and the Connecticut Department of Transportation. The opinions, findings and conclusions expressed in this publication are those of the (insert Council of Governments here) and do not necessarily reflect the official views or policies of the Connecticut Department of Transportation and/or the U.S. Department of Transportation.”

- A. (i) The Agency shall transfer to DOT, as part of the consideration for this Master Agreement, any and all copyrights or other proprietary interests which the Agency may have in materials it produced under the terms of this Master Agreement; and the Agency shall whenever so requested by DOT, sign (with proper notarization or other lawful acknowledgment of its signature) and deliver to DOT a letter agreement, in form and content satisfactory to DOT stating that the Agency thereby irrevocably transfers to DOT, all of its copyrights and other proprietary rights in the materials designated by DOT.
- (ii) When deemed appropriate by DOT, at its sole discretion, the Agency shall agree that any of all materials shall be deemed a work of joint authorship by DOT and the Agency for copyright purposes, and shall be registered as such with the United States Copyright Office. The Agency hereby waives any right to oppose or object to such a claim of joint authorship or to such related copyright registration.
- B. The Agency shall not engage or allow any third party to contribute directly to the creation of any material unless the Agency has first obtained from said third party a written statement containing essentially the same terms as Subsection 4.6(A) of this Master Agreement.
- C. The Agency shall sign (with proper notarization or other lawful acknowledgment of its signature) and deliver to DOT, any letter agreement (“Letter Agreement”) of the kind described in Subsection 4.6(A) of this Master Agreement which DOT shall request from it. The aforesaid Letter Agreement between the Agency and third party shall provide expressly that any such statement shall be addressed and delivered by the third party to DOT, shall be directly enforceable by DOT and that such delivery and enforceability are part of the consideration for the statement.

The Agency shall submit to DOT a minimum of three (3) hard copies and one electronic copy of all publications.

4.7 The Agency should, in cooperation with DOT, and in coordination with the regional workforce development boards, as more particularly defined and described in Sections 31-3j through 31-3r of the Connecticut General Statutes, participate in, be receptive of, and respond to recommendations for adjustments and improvements to the transportation planning process.

4.8 Payment for services under this Master Agreement shall not exceed the Project Amount specified in the respective PAL. Salaries of employees directly chargeable to an Agency Project shall be the actual hourly rates paid to the employees. The final determination of the sum to be paid for actual costs shall be made following an audit of the Agency's records.

Where applicable, overtime and compensatory time must be accrued according to the Agency's current personnel policy, which should be consistent with existing State and federal regulations. Where the overtime or compensatory time will be extraordinary, approval must be obtained in advance from DOT. Overtime work, when authorized by the State, shall be paid for by the State at "straight-time" rates except when otherwise required by law or regulation or when otherwise approved by the State. The surcharge for burden, fringe and overhead shall be applied only to the "straight-time" portion of any overtime pay.

4.9 Each invoice submitted by the Agency to DOT for payment shall be certified by a responsible official of the Agency, attesting to the accuracy of the invoice based on that official's examination of supporting records pertaining to said invoice. Each invoice must include copies of applicable timesheets for each person charging to the program for the period covered by the invoice. To each invoice shall be added a certified percentage to cover overhead, burden, and fringe costs in accordance with applicable State and federal regulations.

When authorized in writing by DOT project manager designated in the PAL, in advance, major reproduction and printing, and official out-of-state travel and subsistence shall be paid for at cost set forth in the applicable vouchers. Travel (mileage) costs shall be reimbursed in accordance with the latest State Travel Regulations – State Managers limiting amounts, as listed on the Travel Reimbursement Reference Chart issued by the Department of Administrative Services. Payments for all other travel and subsistence costs will be limited to the provisions of the latest edition of the "State of Connecticut Standard State Travel Regulations" as referenced in General Letter Number 115 from the Department of Administrative Services and revisions thereto.

4.10 The percentage for burden, fringe, and overhead shall be stated in the PAL and shall be used for payment purposes under this Master Agreement until the post audit of Agency-wide expenditures for the previous fiscal year is completed and approved by DOT's Division of External Audits. The percentage for burden, fringe and overhead on all subsequent partial payments shall be determined by said post audit. Before final payment is made, the burden, fringe and overhead percentage shall be adjusted as a result of said post audit. Computer-aided design and drafting will be reimbursed through the overhead rate only.

4.11 DOT, in its sole discretion, shall determine allowable costs under this Master Agreement, including termination settlement, in accordance with Office of Management and Budget (OMB) Circular A-87, as may be revised, and the terms of this Master Agreement.

4.12 DOT shall have the right to set-off any costs that it incurs which are (a) due to the Agency's non-compliance with this Master Agreement or (b) associated with any other such amounts that are due and payable to DOT from the Agency, against amounts otherwise due to the Agency under this Master Agreement or any

other agreement arrangement that the Agency has with DOT.

4.13 The Master Agreement itself is not an authorization for the Agency to provide goods or begin Performance in any way. The Agency may provide goods or begin Performance only after it has received a duly issued purchase order against the Master Agreement. An Agency providing goods or commencing Performance without a duly issued purchase order in accordance with this Section does so at the Agency's own risk.

The State shall issue a purchase order against the Master Agreement and PAL directly to the Agency and to no other party.

4.14 Nothing contained in this Master Agreement shall be construed as an agreement by the DOT to directly or indirectly obligate the DOT to creditors or employees of the Agency or to the Agency's Parties.

Article 5. Engaging a Consultant.

5.1 Where the Agency retains a Consultant to Perform the Agency Project, the Agency shall use a Qualification Based Selection ("QBS") process, specifically as set forth in the current "Consultant Selection, Negotiation and Contract Monitoring Procedures for Municipally Administered Projects," Connecticut Department of Transportation (December 2011), as it may be revised, which are hereinafter referred to as the "Consultant Selection Procedures."

5.2 The Agency shall follow the Consultant Selection Procedures in carrying out the solicitation and selection of the Consultant and the negotiation of and entering into an agreement with the Consultant. The Agency shall document its process for the solicitation, selection, negotiation, and contracting with any Consultant and provide such written documentation to the DOT, all in accordance with the Consultant Selection Procedures.

5.3 The Agency shall not impose any local rules, policies, terms, conditions, or requirements on any potential Consultant in its QBS process, unless it has received prior written approval from the DOT and, if applicable, FHWA or FTA or both. If the Agency imposes any local rules, policies, terms, conditions, or requirements, without all required prior written approvals, the DOT may in its sole discretion, deem such imposition to be a breach of this Master Agreement and the respective PAL and may result in the Agency losing Funding for the Agency Project.

5.4 The Agency must receive prior written approval from the DOT project manager as designated in the applicable PAL, in order to enter into an agreement with the Consultant, or to modify or supplement any such agreement with the Consultant, prior to incurring reimbursable costs in conjunction with the PAL. Without such written approval, costs incurred by the Agency are ineligible for reimbursement under the PAL. DOT retains the authority, at its sole discretion, to review the Agency's proposed agreements, and modifications and supplements thereto for compliance with applicable DOT and federal requirements prior to the DOT issuing any written approval.

5.5 The Agency shall Perform contract monitoring of the Consultant in accordance with the Consultant Selection Procedures. The Agency agrees to assist the DOT in rating the Consultant's Performance through the DOT's Consultant evaluation system, in accordance with the Consultant Selection Procedures.

Article 6. Required Consultant Agreement Provisions

6.1 As a condition of receiving Funding under the PAL, the Agency may be required, at the direction of the DOT or the federal government, to obtain certain assurances from and include certain contract provisions in its agreement with the Consultant.

6.2 The Agency shall include the following requirements in its agreement with the Consultant:

(a) “Connecticut Required Specific Equal Employment Opportunity Responsibilities,” (2012), attached at Schedule B; and

(b) the DBE goal, SBE goal, or SBPPP goal, as applicable, and associated requirements set forth in the PAL; and

(c) the “Special Provisions, Disadvantaged Business Enterprises” (April 2012), the “Special Provision, Small Contractor and Small Contractor Minority Business Enterprises (Set-Aside)” (April 2012) or the “Special Provision, Small Business Participation Pilot Program” (April 2012), all as may be revised by DOT from time to time, current versions of which are attached at Schedules C, D, and E respectively (the “Affirmative Action (AA) Requirements”). The Agency shall include a provision within its agreement with the Consultant requiring compliance with the AA Requirements and attach a copy of the applicable Schedule C, D, or E to such agreement.

6.3 The Agency shall make special efforts to seek out minority Consultants. These efforts must be documented throughout the consultant selection process. Prior to executing the Agency-Consultant agreement, the Consultant’s Affirmative Action Plan and the required DOT Equal Opportunity forms must be submitted to and approved by DOT.

6.4 The Agency’s failure to include the requirements of Article 6 in its agreement with, and to ensure compliance by, the Consultant may be deemed by DOT, at its sole discretion, to be a breach of this Master Agreement and the respective PAL, and may result in the Agency’s loss of Funding for the Agency Project. Specifically, with respect to the Agency’s failure to comply with the DBE goal, SBE goal, or SBPPP goal, as applicable, as required by Section 6.2(b), DOT, at its sole discretion, may withhold reimbursement to the Agency for the Agency Project in an amount up to or equaling the goal shortfall, in addition to any other remedies the DOT may have under this Master Agreement, PAL, or provided by law.

6.5 The Agency shall include in its agreement with the Consultant a completion schedule for the Agency Projects.

6.6 With respect to its agreement with the Consultant, the Agency shall comply with Policy No. F&A-30, dated July 23, 2015 (“Maximum Fees for Architects, Engineers and Consultants”), attached at Schedule F. The Agency shall utilize the guidelines stipulated in Policy No. EX.O.-33 dated June 25, 2015, attached at Schedule G, when applicable, in accordance with Policy No. F&A-30.

The Agency shall ensure that all parties are in compliance with the audit requirements set forth in Title 23, Section 172 CFR, as revised, when retaining Consultants.

6.7 The Agency shall submit an independent audit of any approved Consultant agreement to DOT within ninety (90) days after termination of any Agency Project and prior to final payment. Such audit shall be Performed in accordance with Government Auditing Standards and shall identify any expenditure made by the Consultant that is not in compliance with the terms of the approved Consultant agreement. The cost of such audit shall not be billed directly under the terms of this Master Agreement.

6.8 For Agency projects involving design, the Agency shall require the Consultant to assume responsibility for the accuracy of its work generated in Performing the Agency Project, irrespective of the State’s review and approval of such work, if any, and shall include this requirement in its agreement with the Consultant. The Agency shall have its Designated Official sign the title sheet(s) of all plans and/or final work product

documents prepared by the Consultant, in addition to any applicable signing and/or sealing by professional engineers, land surveyors or architects required pursuant to state statute or regulation.

6.9 The Agency may not impose any local rules, policies, terms, conditions, or requirements in its agreement with the Consultant unless the Agency has received prior written State and/or federal approval. Imposition of local rules, policies, terms, conditions, or requirements by the Agency may be deemed by the State, in its sole discretion, to be a breach of the Master Agreement and the respective PAL, and may result in the Agency's loss of Funding for the Agency Project.

Article 7. Additional Administration Responsibilities.

7.1 The Agency shall Perform all other work which becomes necessary to properly administer the Agency Project in order to ensure compliance with the applicable standards and the Agency's agreement with the Consultant. Any work Performed by the DOT in order to assist with the Agency's Administration responsibilities for the Agency Project and any associated expenses will be funded in accordance with the PAL.

7.2 The Agency shall maintain and secure all records for the Agency Project at a single location for the DOT's review, use and approval.

7.3 The Agency shall cooperate fully with the DOT and permit the DOT, FHWA, FTA, or any other federal authority, as applicable, to review all activities Performed by the Agency with respect to any PAL issued under this Master Agreement at any time during the Agency Project. Upon request of the DOT, the Agency shall timely furnish all documents related to the Agency Project, so that the DOT may evaluate the Agency's activities with respect to the Agency Project, including, but not limited to, its use of the Funding as required by the PAL, this Master Agreement, and applicable law.

7.4 The Agency may not make changes to the Agency Project that will increase the cost or alter the character or scope of the Agency Projects without prior written approval from the Authorized DOT Representative. In addition, the Agency shall not extend the term of any agreement with its Consultant without prior written approval from the Authorized DOT Representative. Such written approval may take the form of a Revised PAL issued by the DOT, in accordance with the procedure set forth in Article 2, with respect to the Agency Project.

7.5 If, at any time during the Agency Project, the DOT in its sole discretion determines that the Administration by the Agency is not adequate, the DOT may deem the Agency to be in breach of this Master Agreement, and the DOT, in its sole discretion, may assume responsibility for or supplement the Administration of the Agency Project. The additional costs associated with the DOT's Administration of the Agency Project will be considered part of the Agency Project costs for DOT-provided Services and will be funded in accordance with the proportionate cost sharing set forth in the PAL. Furthermore, the DOT's assumption or supplementing of the Administration of an Agency Project does not waive any of the DOT's remedies under this Master Agreement, nor relieve the Agency from any liability related to its breach.

Article 8. DOT-provided Services.

8.1 If the Agency Project requires DOT-provided Services, such services shall be set forth in the PAL and funded in accordance with the proportionate cost sharing for work on the Agency Project as set forth in the PAL. The DOT reserves the right to inspect all aspects of the work related to the Agency Project at all times, and such inspections shall be deemed DOT-provided Services.

8.2 Demand Deposit. If a Demand Deposit is required for an Agency Project, the PAL will specify Agency's proportionate share of the estimated cost of any DOT-provided Services. The DOT will bill the

Agency the amount of the Agency's proportionate share of such estimated costs in a Demand Deposit, and the Agency shall forward to the DOT that amount in accordance with the PAL. The DOT is not required to Perform the DOT-provided Services until the Agency pays the Demand Deposit in full.

8.3 Federal Cash Management. DOT shall reimburse the Agency in accordance with Federal Cash Management compliance requirements pursuant to OMB Supercircular, as revised for work Performed in accordance with the terms specified herein. The Agency may request monthly or quarterly reimbursements on invoice forms supplied by DOT.

Article 9. Costs and Reimbursement.

9.1 The Agency shall expend its own funds to pay for costs of Administering the Agency Project and then shall seek reimbursement from the DOT for approved costs.

9.2 The Agency shall document all expenses it incurs and maintain all records related to the Agency Project costs, including, but not limited to:

- (a) Its payments to the Consultant;
- (b) Its payroll hours on time sheets for Agency staff working directly on the Agency Project. Reimbursable Agency payroll costs are limited to the actual Agency payroll for work on the Agency Project and fringe benefits associated with payroll; and
- (c) Material purchases made by the Agency.

9.3 If the Agency fails to adequately record expenses and maintain all related records for any Agency Project or promptly submit any records to the DOT, the DOT in its sole discretion may deem such failure to be a breach by the Agency, and the DOT may deem certain expenses to be non-eligible costs of the respective Agency Project for which the Agency will not be eligible for reimbursement pursuant to the proportional cost sharing established by the PAL. Furthermore, the DOT's determination of certain costs to be non-eligible costs of the Agency Project does not waive any of the DOT's remedies for the breach by the Agency of its obligations under this Master Agreement with respect to the respective Agency Project, nor relieve the Agency from any liability related to its breach.

9.4 The Agency shall seek reimbursement from the DOT for the Agency's expenditures, which have been approved by the DOT for eligible Agency Project costs. Reimbursement of DOT approved expenditures will be made in the following manner:

(a) On a monthly basis, the Agency shall submit to the DOT using the DOT-required voucher form entitled "Invoice Summary and Processing (ISP) Form" ("Voucher"), as may be revised, with supporting data, the cost of services rendered and expenses incurred for the prior month. With respect to any work that is Performed in-house by the Agency's staff, the Agency's reimbursable costs shall be limited to the actual payroll, fringe benefits associated with payroll, and approved direct cost charges for the staff's Performance of Agency Projects.

(b) Upon review and approval of the Voucher by the DOT, payment of the reimbursement portion of said costs and expenses shall be made to the Agency, in accordance with the proportional cost sharing established by the PAL.

Article 10. Funding of Additional DOT-Approved Costs upon Final Audit.

10.1 If, upon final audit by the DOT, additional costs, including, but not limited to, those resulting from delays or other cost over-runs, result in a Cumulative Cost less than the original Project Amount identified in the PAL, the additional costs, if approved by the DOT, shall be funded in accordance with the PAL.

10.2 If, upon final audit by the DOT, additional costs, including, but not limited to, those resulting from delays or other cost over-runs, result in a Cumulative Cost greater than the original Project Amount identified in the PAL, the DOT, at its discretion, may issue a Revised PAL in order to fund these additional costs, provided that additional Funding is available.

10.3 If, pursuant to Section 10.1, the additional costs are not approved by the DOT or if, pursuant to Section 10.2, a Revised PAL is not issued, the Agency will be responsible for one hundred percent (100%) of the additional cost.

10.4 If, during the course of the final audit, the Agency or DOT discovers that the Agency had been reimbursed for improper or unauthorized costs or expenses, then the Agency shall return the amount of such improper or unauthorized costs or expenses to the DOT.

Article 11. No DOT Obligation to Third Parties. Nothing contained in this Master Agreement shall be deemed to directly or indirectly create any obligation of the DOT to creditors or employees of the Agency or to the Agency's Parties.

Article 12. Suspension, Postponement, or Termination of the Agency Project.

12.1 Suspension, Postponement, or Termination by the DOT.

(a) For Convenience. The DOT, at its sole discretion, may suspend, postpone, or terminate a particular Agency Project and its respective PAL for convenience by giving the Agency thirty (30) days Official Notice, and such action shall in no event be deemed a breach of the Master Agreement by the DOT.

(b) For Cause. As a result of the Agency's breach of the PAL or failure of the Agency, or its Consultant to Perform the work required on any particular Agency Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may suspend, postpone or terminate the particular Agency Project and its respective PAL for cause by giving the Agency thirty (30) days Official Notice, provided that the Agency fails to cure, or begin to cure, the breach or failure, to the satisfaction of the DOT in its sole discretion, within the cure period that the DOT may, in its sole discretion, set forth in such Official Notice. Such Official Notice shall specify the extent to which Performance of work under the PAL is being suspended, postponed or terminated and the date upon which such action shall be effective.

12.2 Termination by the Agency, with prior DOT approval.

(a) The Agency may request termination of the Agency Project, and if determined by the DOT in its sole discretion to be in the best interests of the Parties, the DOT may agree to the request. Additionally, with respect to Agency Projects receiving federal participation in Funding, receipt of written concurrence from FHWA (or other applicable federal authority) may be required prior to the DOT's approval of the request.

(b) Once any required federal concurrence is received, the DOT will send approval of termination by giving Official Notice to the Agency specifying the extent to which Performance of work under the PAL is terminated and the date upon which termination is effective.

12.3 Upon suspension, postponement, or termination in accordance with Section 12.1 or termination in accordance with Section 12.2, the DOT, at its sole discretion, may provide the Agency with Funding in part for its expenditures, if any, up to the percentage of acceptable work completed as of the approved date of termination, provided that the DOT finds the work to be acceptable.

12.4 If the DOT and/or FHWA (or other applicable federal authority) deems any of the work that the Agency itself Performed, or engaged the Consultant to Perform on its behalf, to be unacceptable, then upon demand by the DOT and/or FHWA (or other applicable federal authority), the Agency shall promptly return, in whole or in part, to the DOT and/or FHWA (or other applicable federal authority), the State or federal Funding that was disbursed to the Agency prior to the effective date of termination to fund that unacceptable work.

12.5 If the Agency terminates the Agency Project without the DOT's prior approval, the Agency shall incur all costs related to the Agency Project without reimbursement from the DOT or FHWA (or other applicable federal authority) and shall pay the DOT for any DOT-provided Services Performed prior to termination. With respect to federal or state government Funding that was disbursed to the Agency prior to the effective date of termination, the Agency shall promptly return any federal or state government Funding upon demand by the DOT or FHWA (or other applicable federal authority).

12.6 Termination of a specific Agency Project shall not relieve the Agency or its Consultant of its responsibilities for the work completed as of the termination date, nor shall it relieve the Agency or any contractor or its surety of its obligations concerning any claims arising out of the work Performed on the Agency Project prior to the termination date or any obligations existing under bonds or insurance required by the Connecticut General Statutes or by this Master Agreement or any other agreement with the DOT or the Agency.

Article 13. Disbursement of Grant Funds.

13.1 With respect to each Agency Project undertaken pursuant to this Master Agreement, the DOT shall disburse the Funding to the Agency according to a method determined at the DOT's sole discretion, and in accordance with any applicable state or federal laws, regulations, and requirements.

13.2 The Agency agrees that with respect to PALs that include federal participation in Funding, no PAL issued by the DOT is effective until all required federal approvals are received by the DOT for the Agency Project.

13.3 Final payment to the Agency will be based on a final audit Performed by the DOT using the cost sharing percentages and funding procedures set forth in the respective PAL.

13.4 If the Agency fails to commence and complete the Agency Project as set forth in the respective PAL to the satisfaction of the DOT and in accordance with all applicable federal, State, and local laws, regulations, ordinances, or requirements, then:

(a) The DOT has no obligation to reimburse the Agency for its expenses incurred;

(b) To the extent any Funding already has been disbursed to the Agency, the Agency shall return any disbursed funds and any interest earned to date to the DOT within thirty (30) business days of receipt of a request from the DOT; and

(c) The DOT may recover from the Agency the DOT's costs for the DOT-provided Services Performed on the Agency Project. Upon receipt of written demand from the DOT, the Agency shall provide payment for the DOT-provided Services within thirty (30) days.

13.5 The following applies to Agency Projects involving design phase activities undertaken by the Agency to design improvements to be constructed on locally or State-maintained roadways, structures or transportation alternatives activities, or any combination of the foregoing and in accordance with the PAL and this Master Agreement. The Agency must commence the phase subsequent to the design activities (i.e., the right-of-way acquisition phase or the construction phase of the respective Agency Project) related to the Agency Project by the close of the tenth (10th) federal fiscal year following the federal fiscal year in which the Agency Project was authorized by the DOT, regardless of the funding source of those phases. Upon request by the DOT, the Agency may be required to reimburse the DOT for all State and federal Funding that was disbursed to the Agency and for all expenses incurred by the DOT on the Agency Project under the respective PAL, or the DOT, at its sole discretion, may assume responsibility for or supplement the Administration of the commencement and/or completion of the subsequent phase, as set forth in Section 7.5.

Article 14. Records and Audit.

14.1 The Agency shall make all of its records, documents, and accounting procedures and practices relevant to any Funding received under this Master Agreement available for examination by the DOT and the State of Connecticut and its agents including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and the Chief State's Attorney and their respective agents for a period of time in accordance with all applicable State or federal audit requirements.

14.2 With respect to each Agency Project undertaken under this Master Agreement, the Agency shall maintain and secure all records for a period of three (3) years after the final payment has been made to the Consultant or the termination of any litigation related to the Agency Project, or for such longer time as instructed by the DOT, the State of Connecticut and its agents, or the federal government.

Article 15. Costs Resulting from Errors or Omissions relating to Design Type Projects

15.1 The Agency shall reimburse the DOT for one hundred percent (100%) of all Agency Project costs and costs of DOT-provided Services, which costs are the result of errors or omissions of the Agency, the Consultant or its subconsultant(s), including, but not limited to, errors or omissions with respect to the Agency Project, or inadequate Administration by the Agency, as applicable.

15.2 In order to determine the total cost of DOT-provided Services that were attributable to the errors and omissions of the Agency, a percentage(s) will be derived from the ratio of the total cost of all DOT-provided Services to the total actual Agency Project cost, as determined by a final audit, and this percentage will be multiplied by the amount attributable to the Agency's error or omission, as determined by the DOT, to determine the cost of DOT-provided Services incurred as a result of the errors or omissions which the Agency must reimburse to the DOT.

15.3 Subject to the provisions and limitations set forth in Section 52-584c of the Connecticut General Statutes, effective October 1, 2017, this Article 15 will survive the expiration of the PAL, the final acceptance of the Agency project, and the expiration or termination of the Master Agreement.

Article 16. Additional Mandatory Requirements.

16.1 With respect to each PAL issued and acknowledged under this Master Agreement, the Agency shall comply with the "Mandatory State and Federal Requirements," attached at Schedule H, as may be revised from time to time to reflect changes in law. With respect to any agreements that the Agency enters into in order to fulfill its obligations for a particular Agency Project, the Agency agrees to pass down to its Consultant the applicable requirements set forth in the Mandatory State and Federal Requirements.

16.2 With respect to each PAL issued and acknowledged under this Master Agreement that involves Funds originating from any agency or office of the federal government, including, but not limited to the FHWA, the Agency shall comply with that agency's contracting requirements, directives, and policies that are in place at the time the respective PAL is in effect, except to the extent that the DOT and the respective federal agency may permit otherwise in writing.

16.3 While this Master Agreement and the attached Schedules include applicable State of Connecticut and FHWA requirements (that the Agency must comply with and must require its Consultant to comply with), the Agency hereby acknowledges that such requirements are subject to revision by the DOT, FHWA, or other authorized federal agency, from time to time during the Term and that by accepting federal or State Funding under this Master Agreement, the Agency agrees to be subject to such revised requirements and changes of law as in effect at any given time and, as a result thereof, shall Perform any additional obligations with respect to the particular Agency Project, throughout the Term of this Master Agreement.

Article 17. Conflict & Revisions to Manuals.

17.1 In case of a conflict between the provisions of any particular PAL, the Master Agreement, the Mandatory State and Federal Requirements, or any specification, guide, manual, policy, document, or other publication referenced in the Master Agreement, the provision containing additional details or more stringent requirements will control. In case of the Agency's inability to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the DOT shall have the right to determine, in its sole discretion, which provision applies. The Agency shall promptly request in writing the DOT's determination upon the Agency's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of this Master Agreement.

17.2 With respect to any specification, guide, manual, policy, document, or other publication referenced throughout the Master Agreement and noted to be subject to revision throughout the Term of this Master Agreement by way of the phrase "as may be revised," for the particular Agency Project, the Agency agrees to comply with the version of the document or publication that is in effect on the date of the Written Acknowledgement of the applicable PAL for the Agency Project.

Article 18. Term and Termination of the Master Agreement.

18.1 The Term commences on the Effective Date and continues for ten (10) years, unless terminated earlier in accordance with this Article.

18.2 The DOT may terminate this Master Agreement for convenience, at its sole discretion, upon providing thirty (30) days Official Notice to the Agency.

18.3 As a result of the Agency's breach of the Master Agreement or a particular PAL or the failure of the Agency, its Consultant, or both, to Perform the work required on any particular Agency Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may terminate this Master Agreement for cause by giving the Agency ten (10) days Official Notice, provided that the Agency fails to cure, or begin to cure, the breach or failed Performance, to the satisfaction of the DOT in its sole discretion, within the notice period that the DOT may, in its sole discretion, set forth in such Official Notice. Termination for cause by the DOT will not prejudice the right of the DOT to pursue any of its remedies for breach, including recovery of any Funding paid to the Agency prior to termination for cause.

18.4 Upon expiration of the Term or the DOT's earlier termination for convenience of the Master Agreement, any issued PAL for an Agency Project that is still in-progress will remain in full force and effect and

will continue through completion and final acceptance by the DOT of the respective Agency Project, and the Agency shall be subject to all applicable terms and conditions of the PAL and this Master Agreement, unless the respective PAL is itself terminated in accordance with Section 12.1.

18.5 Upon the DOT's termination of this Master Agreement for cause, any PALs in-progress at the time will automatically terminate, unless the DOT provides Official Notice stating otherwise. The DOT, at its sole discretion, will determine and state in such Official Notice to the Agency if any in-progress PALs will remain in effect and, in such case, the Agency agrees that it must complete Performance of such in-progress PAL(s) through completion and final acceptance by the DOT of the respective Agency Project in compliance with all applicable terms and conditions of the PAL and this Master Agreement.

Article 19. Official Notice. Any Official Notice from one Party to the other Party, in order for such notice to be binding thereon, shall:

19.1 Be in writing (as a printed hard copy or electronic or facsimile copy) addressed to:

(a) When the DOT is to receive Official Notice:

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

(b) When the Agency is to receive Official Notice:

Title of Designated Official

_____, Connecticut ;

19.2 Be delivered to the address recited herein in person or be mailed by United States Postal Service with return receipt requested by mail, electronic means, or any other methods of receiving the return receipt as identified by the Mailing Standards of the U.S. Postal Service, as may be revised, or by electronic transmission, including facsimile and email, provided delivery is confirmed electronically; and

19.3 Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

Article 20. Insurance.

20.1 With respect to the activities on the particular Agency Project that the Agency Performs or that the Agency engages a Consultant to Perform, and also those that are Performed by Subconsultants of the Consultant, on the Agency Project, the Agency shall carry, and shall require its Consultant (i) to carry and (ii) to impose on its Subconsultants the requirement to carry, for the duration of the Agency Project, the following insurance:

(a) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of

injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, an aggregate limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period, with the DOT being named an additional insured party;

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

(c) Railroad Protective Liability Insurance (when the Agency Project requires work within fifty (50) feet of the railroad right-of-way or DOT-owned rail property) with coverage limits of not less than Two Million Dollars (\$2,000,000) for each accident or occurrence resulting in damages from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property, and subject to that limit per accident or occurrence, an aggregate coverage of at least Six Million Dollars (\$6,000,000) for all damages during the policy period, and with all entities falling within any of the following listed categories named as insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way (iv) the State, and (v) any other party with an insurable interest. If such insurance is required, the Agency shall obtain and submit evidence of the minimum coverage indicated above to the DOT prior to commencement of the rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by the DOT;

(d) If applicable to a particular Agency Project, carry Valuable Papers Insurance, with coverage maintained until the work has been completed and accepted by the DOT, and all original documents or data have been returned to the DOT, providing coverage in the amount of Fifty Thousand Dollars (\$50,000) regardless of the physical location of the insured items. This insurance will assure the DOT that all Records, papers, statistics and other data or documents will be re-established, recreated or restored if made unavailable by fire, theft, or any other cause; The Agency, the Consultant, or Subconsultant, as applicable, shall retain in its possession duplications of all products of its work under the contract if and when it is necessary for the originals to be removed from its work under the contract, and if and when necessary for the originals to be removed from its possession during the time that this policy is in force;

(e) Workers' Compensation Insurance, and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively; and

(f) If applicable to a particular Agency Project, carry Professional Liability Insurance for errors and omissions in the minimum amount of Two Million Dollars (\$2,000,000), with the appropriate and proper endorsement to its Professional Liability Policy to cover the Indemnification clause in this Master Agreement as the same relates to negligent acts, errors or omissions in the work Performed by the Agency, Consultant, or Subconsultant, as applicable. The Agency, Consultant or Subconsultant may, at its election, obtain a policy containing a maximum Two Hundred Fifty Thousand Dollars (\$250,000) deductible clause, but if it should obtain a policy containing such a deductible clause the Agency, Consultant, or Subconsultant shall be liable, as stated above herein, to the extent of the deductible amount. The Agency, Consultant, or Subconsultant shall, and shall continue this liability

insurance coverage for a period of three (3) years from the date of acceptance of the completed design or work subject to the continued commercial availability of such insurance. It is understood that the above insurance may not include standard liability coverage for pollution or environmental impairment. However, the Agency, Consultant, or Subconsultant shall acquire and maintain pollution and environmental impairment coverage as part of this Professional Liability Insurance, if such insurance is applicable to the work Performed by the Agency, Consultant, or Subconsultant under the PAL for the Agency Project.

20.2 In the event the Agency, Consultant, or Subconsultant, as applicable, secures excess/umbrella liability insurance to meet the minimum coverage requirements for Commercial General Liability or Automobile Liability Insurance coverage, the DOT must be named as an additional insured on that policy.

20.3 For each Agency Project, the required insurance coverage of the types and minimum limits as required by the Master Agreement must be provided by an insurance company or companies, with each company, or if it is a subsidiary then its parent company, authorized, pursuant to the Connecticut General Statutes, to write insurance coverage in the State of Connecticut and/or in the state in which it, or in which the parent company, is domiciled. In either case, the company must be authorized to underwrite the specific line coverage. Solely with respect to work Performed directly and exclusively by the Agency, the Agency may request that the DOT accept coverage provided under an Agency self-insurance program as more particularly described in Section 20.7.

20.4 The Agency shall provide to the DOT evidence of all required insurance coverages by submitting a Certificate of Insurance on the form(s) acceptable to the DOT fully executed by an insurance company or companies satisfactory to the DOT.

20.5 The Agency shall produce, and require its Consultant or any Subconsultant, as applicable, to produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the DOT. In providing said policies, the Agency, Consultant or Subconsultant, as applicable, may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of the PAL and the Master Agreement. The Agency agrees to notify the DOT with at least thirty (30) days prior notice of any cancellation or change in the insurance coverage required under this Master Agreement.

20.6 The Agency acknowledges and agrees that the minimum insurance coverage limits set forth in this Master Agreement are subject to increase by the DOT, at its sole discretion, from time to time during the Term of this Master Agreement. The DOT will provide the Agency with the updated minimum insurance coverage limit requirements as applicable to the particular Agency Project. Upon issuance of a PAL by the DOT, and submission of the Written Acknowledgment of the PAL by the Agency, the Agency shall comply with the updated minimum insurance coverage limit requirements as specified by the DOT for the particular Agency Project.

20.7 Self-insurance.

(a) With respect to activities Performed directly and exclusively by the Agency with Agency forces or staff on a particular Agency Project, the Agency may request that the DOT accept coverage provided under a self-insurance program in lieu of the specific insurance requirements set forth in Section 20.1. The Agency shall submit to the DOT a notarized statement, by an authorized representative:

- (1) certifying that the Agency is self-insured;
- (2) describing its financial condition and self-insured funding mechanism;
- (3) specifying the process for filing a claim against the Agency's self-insurance program, including the name, title and address of the person to be notified in the event of a claim; and

(4) agreeing to indemnify, defend and save harmless the State of Connecticut, its officials, agents, and employees, and if the particular Agency Project requires work within, upon, over or under the right of way of the National Railroad Passenger Corporation (Amtrak) also indemnify, defend and save harmless Amtrak from all claims, suits, actions, damages, and costs of every name and description resulting from, or arising out of, activities Performed by the Agency under the PAL issued for the Agency Project.

(b) If requested by the DOT, the Agency must provide any additional evidence of its status as a self-insured entity.

(c) If the DOT, in its sole discretion, determines that such self-insurance program is acceptable, then the Agency shall assume any and all claims as a self-insured entity.

(d) If the DOT accepts the Agency's particular self-insurance coverage, the Agency will not be required to obtain from an insurance company the respective insurance requirement(s) displaced by that particular self-insurance coverage.

(e) If the DOT does not approve the Agency's request to provide coverage under a self-insurance program for the particular activities, the Agency must comply with the respective insurance requirement(s) stated in the Master Agreement, including but not limited to, the type of coverage and minimum limits applicable to the coverage.

Article 21. Indemnification.

21.1 For the purposes of this Article, the following definitions apply.

(a) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

(b) Records: All working papers and such other information and materials as may have been accumulated by the Agency in Performing the Master Agreement or the PAL, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

21.2 The Agency shall:

(a) Indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns and if the particular Agency Project requires work within, upon, over or under the right of way of Amtrak also indemnify, defend and hold harmless Amtrak from and against any and all (1) Claims arising, directly or indirectly, in connection with the Master Agreement, including the acts of commission or omission (collectively, the "Acts") of the Agency or Agency Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Master Agreement. The Agency shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. The Agency's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Agency's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented

inventions, articles or appliances furnished or used in the Performance.

(b) The Agency shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The Agency shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Agency or any Agency Parties. The State shall give the Agency reasonable notice of any such Claims.

(d) The Agency's duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Agency is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Agency shall carry and maintain at all times during the term of the Master Agreement, and during the time that any provisions survive the term of the Master Agreement, sufficient general liability insurance to satisfy its obligations under this Master Agreement. The Agency shall name the State as an additional insured on the policy. The DOT shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the DOT or the State is contributorily negligent.

(f) This Section shall survive the termination of the Master Agreement and shall not be limited by reason of any insurance coverage.

Article 22. Sovereign Immunity.

Nothing in this Master Agreement or any PAL issued hereunder shall be construed as a modification, compromise or waiver by the DOT of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the DOT or any of its officers and employees, which they may have had, now have or will have with respect to matters arising out of this Master Agreement or any PAL. To the extent that this Section conflicts with any other section, this section shall govern.

Article 23. Defense of Suits by the Agency.

Nothing in this Master Agreement shall preclude the Agency from asserting its governmental immunity rights in the defense of third party claims. The Agency's governmental immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the DOT, at law or in equity, under this Master Agreement, including, but not limited to, those relating to damages.

Article 24. Governing Law.

The Parties deem the Master Agreement 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 Master Agreement 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 DOT, 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 Agency 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. Nothing contained in the terms or provisions of this Master Agreement shall be construed as waiving any of the rights of the DOT under the laws of the State of Connecticut.

Article 25. Amendment. This Master Agreement may be amended by mutual written agreement signed by the authorized representative of each Party and conditioned upon approval by the Attorney General of the State of Connecticut, and upon any additional approvals required by law.

Article 26. Severability. If any provision of this Master Agreement or application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Master Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Master Agreement are severable.

Article 27. Waiver. The failure on the part of the DOT to enforce any covenant or provision herein contained does not waive the DOT's right to enforce such covenant or provision, unless set forth in writing. The waiver by the DOT of any right under this Master Agreement or any PAL, unless in writing, shall not discharge or invalidate such covenant or provision or affect the right of the DOT to enforce the same.

Article 28. Remedies are Nonexclusive. No right, power, remedy or privilege of the DOT shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all of said rights, powers, remedies or privileges shall be deemed cumulative and additional and not in lieu or exclusive of any other right, power, remedy or privilege available to the DOT at law or in equity.

Article 29. Entire Agreement. This Master Agreement, when fully executed and approved as indicated, constitutes the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either Party hereto unless in writing signed by both Parties hereto.

The Parties have executed this Master Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
JAMES REDEKER, COMMISSIONER

BY: _____

THOMAS J. MAZIARZ
BUREAU CHIEF
BUREAU OF POLICY AND PLANNING

DATE: _____

[ENTER COUNCIL OF GOVERNMENTS]

BY: _____

[ENTER NAME]

[ENTER TITLE]

DATE: _____

SPR-PL Model Agreement

Agreement No. **x.xx-xx (xx)**
CORE I.D. No. **XXXXXXXXXXXX**

AGREEMENT
BETWEEN THE STATE OF CONNECTICUT
AND
(Name of Council of Governments (COG))
CONCERNING
REGIONAL TRANSPORTATION PLANNING
STATE PROJECT NO. **DOTXXXXXXXXXX**
FEDERAL PROJECT NO. **xxxx (xxx)**

THIS AGREEMENT, concluded at Newington, Connecticut, this day of , 2016, by and between the State of Connecticut, Department of Transportation, James Redeker, Commissioner, acting herein by Thomas J. Maziarz, Bureau Chief, Bureau of Policy and Planning, duly authorized, hereinafter referred to as “CTDOT”, or the “State” and the **Name of COG**, having its principal place of business at **Address of COG**, acting herein by **Authorized Signatory**, its **Signatory Title**, hereunto duly authorized, hereinafter referred to as the “Agency.”

WITNESSETH THAT:

WHEREAS, CTDOT, in cooperation with the U.S. Department of Transportation (hereinafter referred to as “USDOT”), the Federal Highway Administration (hereinafter referred to as ”FHWA”), and the Federal Transit Administration (hereinafter referred to as “FTA”), is desirous of continuing the comprehensive, cooperative, urban, and rural transportation planning process for the municipalities that are affiliated with the aforementioned Agency, and

WHEREAS, the Agency has been designated by the Governor as the responsible metropolitan planning agency or rural planning agency within the **Name of COG** Planning Region, defined by the Secretary, Office of Policy and Management, under the provision of Chapter 127 of the General Statutes of Connecticut, as revised, and by Chapter 295, of the General Statutes of Connecticut, as revised, and

WHEREAS, the reimbursement to be made to the Agency under this Agreement, as hereinafter set forth, shall be paid by CTDOT from FHWA funds, made available under Title 23, USC, Section 104 (f) or Section 505(a), as amended, FTA Funds, and CTDOT Matching Funds, and

WHEREAS, CTDOT is authorized to enter into this Agreement in accordance with the provisions of Sections 13a-165 and 13b-4 of the General Statutes of Connecticut, as revised.

NOW THEREFORE, KNOW YE THAT,

THE PARTIES HERETO AGREE AS FOLLOWS:

DEFINITIONS

The following definitions shall apply to this Agreement:

Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

Records: All working papers and such other information and materials as may have been accumulated by the Agency in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

State: The State of Connecticut, including CTDOT, and any office, department, board, council, commission, institution or other agency or entity of the State.

Agency Parties: An Agency'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 Agency is in privity of oral or written contract and the Agency intends for such other person or entity to perform under the Agreement in any capacity.

SECTION I. THE OBLIGATIONS OF THE AGENCY:

1.01 Payment for Services

The Agency shall pay for necessary services, consistent with CTDOT and USDOT requirements, including assistants and/or consultants rendering professional, technical, or other assistance and advice to perform the tasks identified in the approved Unified Planning Work Program (UPWP).

1.02 Accuracy of All Products of Work

If applicable, the Agency shall assume full responsibility for accuracy of all products of its work or that of its consultant or other assistants under the Agreement and shall so indicate by having the signature and the Connecticut Professional Engineer's Seal of the Engineer in charge of the work performed under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents. In addition, the title sheet(s) of all plans and/or documents will be signed by the authorized individual within the Agency responsible for receipt of "Official Notices".

1.03 Sublet or Assignment

The Agency agrees that no portion of the Agreement shall be sublet, assigned, or otherwise disposed of except with the prior written consent of CTDOT.

1.04 Review of Work

The Agency shall permit CTDOT and/or USDOT to review at any time all work performed under the terms of this Agreement at any stage of the work.

1.05 Indemnification

- (a) The Agency shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Agency or Agency Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Agency shall use counsel reasonably acceptable to

the State in carrying out its obligations under this section. The Agency's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Agency's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

- (b) The Agency shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party or entity acting under the direct control or supervision of the State.
- (c) The Agency shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Agency or any Agency Parties. The State shall give the Agency reasonable notice of any such Claims.
- (d) The Agency's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Agency is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Agency shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Agency shall name the State as an additional insured on the policy. The Department shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Department or the State is contributorily negligent.
- (f) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

1.06 Sovereign Immunity

The Agency agrees that nothing in this Agreement shall preclude the Agency from asserting its Governmental Immunity rights in the defense of third party claims. The Agency's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the State, at law or in equity, under this Agreement, including, but not limited to, those relating to damages.

1.07 Insurance

With respect to the operations performed by the Agency under the terms of this Agreement and also those performed for the Agency by its subcontractors, carry, and shall ensure that its subcontractors carry, for the duration of this Agreement, including any supplements thereto or renewals thereof, with the State being named an additional insured party for subsections 1.07A and B below, the following minimum insurance coverage at no direct cost to the State. In the event the Agency secures excess/umbrella liability insurance to meet the minimum requirements specified in Subsection(s) 1.07 A and/or B below, the State of Connecticut shall be named as an additional insured.

A. COMMERCIAL GENERAL LIABILITY

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

persons in all accidents or occurrences and out of injury to or destruction of property during the period.

B. AUTOMOBILE LIABILITY

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

C. WORKERS' COMPENSATION

Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States, respectively.

In conjunction with the above, the Agency agrees to furnish to the State a Certificate of Insurance, on the form(s) acceptable to the State, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required in this Section 1.07, which policy or policies shall be in accordance with the terms of said Certificate of Insurance

The Agency shall produce, within five (5) business days, a copy or copies of all applicable insurance policies requested by the State. In providing said policies, the Agency may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement.

1.08 Non-waiver of State's Immunities

The Agency acknowledges and agrees that nothing in the Agreement 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 Agreement. To the extent that this section conflicts with any other section, this section shall govern.

1.09 Litigation

The Agency agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Agency further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

1.10 Maintenance of Records

The Agency shall maintain all books, documents, papers, accounting records and other evidence pertaining to all costs incurred for each task in accordance with the approved work program for Fiscal Year 2015.

1.11 Unified Planning Work Program

The Agency shall perform the approved tasks as described in its "FY 2015," Unified Planning Work Program" which has been filed with and approved by CTDOT and is hereby incorporated by reference.

1.12 Narrative Progress Report

The Agency shall furnish to CTDOT a Narrative Progress Report no later than the tenth (10th) day after the quarter ends which will (1) document accomplishments by task; (2) compare accomplishments to

goals established for the quarter; (3) explain delays encountered in completing scheduled activities; and(4) indicate when activities will be on schedule.

1.13 Consultant Agreements

The Agency shall submit to CTDOT for review and approval any proposed Agreement between the Agency and a consultant prior to its execution. No reimbursable costs may be incurred on consultant agreements prior to CTDOT's written approval.

1.14 Maximum Fees for Architects, Engineers and Consultants

The Agency hereby acknowledges and agrees to comply with the guidelines stipulated in Policy No. F&A-30, dated July 23,2015; Subject: Maximum Fees for Architects, Engineers and Consultants, as set forth in Exhibit A, Schedule 1(Attached herewith). Policy No. EX.O.-33, dated June 25, 2015; Subject: Policy on Non-Federally Funded Contract Fees for Architects, Engineers and Consultants Performing Services for the Department is also attached hereto and made a part of this Agreement and the guidelines stipulated therein are to be utilized by the Agency, when applicable, in accordance with the Policy Statement, as set forth in Exhibit A, Schedule 2 (Attached herewith).

The Agency shall ensure that all parties are in compliance with the audit requirements set forth in Title 23, Section 172 CFR, as revised, when retaining consultants.

1.15 Minority Consultants

The Agency shall make special efforts to seek out minority consultants. These efforts must be documented throughout the consultant selection process. Prior to executing the Agency-Consultant Agreement, the Consultant's Affirmative Action Plan and/or Policy Statement and the required CTDOT Equal Opportunity forms must be submitted to and approved by CTDOT.

1.16 Independent Audit

The Agency shall submit to CTDOT an independent audit of any approved consultant contract within ninety (90) days of termination of this Agreement and prior to final payment. Such audit shall be performed in accordance with Government Auditing Standards and shall identify any expenditure made by the consultant that are not in compliance with the terms of the approved consultant agreement. The cost of such audit shall not be billed directly under the terms of this Agreement.

1.17 Agreements with Goals

The Agency shall comply with the "Agreements With Goals Special Provisions Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers for Federal Funded Projects", dated October 16, 2000, attached hereto and hereby made a part of this Agreement, as set forth in Exhibit A, Schedule 3.

1.18 Disadvantaged Business Enterprises

In connection with the performance of this Agreement, the Agency shall cooperate with CTDOT in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises, and will use its best efforts to insure that such business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement. The Agency will provide CTDOT with written documentation of efforts made in this regard. Said efforts will include the name(s) of any Disadvantaged Business Enterprise(s) utilized as a subcontractor during the term of this Agreement.

1.19 Statutory and Administrative Requirements

The Agency shall comply with all the State and Federal Administrative Requirements incorporated herein by reference and attached hereto and hereby made a part of this Agreement, as set forth in Exhibit A.

1.20 Subcontracting

The Agency shall include in all subcontracts entered into pursuant to this Agreement all of the required clauses her

1.21 Prior Written Approval

The Agency shall not purchase any equipment with State or Federal funds without the prior written approval of CTDOT.

SECTION II. OBLIGATIONS OF CTDOT:

2.01 Federal Cash Management

CTDOT shall reimburse the Agency in accordance with federal cash management compliance requirements for work performed in accordance with the terms specified herein. The Agency may request monthly or quarterly reimbursements on invoice forms supplied by CTDOT.

SECTION III. THE AGENCY AND CTDOT MUTUALLY AGREE THAT:

3.01 Liability for Payment

CTDOT assumes no liability for payment under the terms of this Agreement until the Agency is notified in writing by CTDOT that said Agreement has been approved as to form by the Attorney General of the State of Connecticut.

3.02 Termination

CTDOT, after discussion with the Agency and upon written notice, may suspend, postpone, abandon or terminate this Agreement, and such action shall in no event be deemed a breach of contract. Upon receipt of written notification from CTDOT that this Agreement is to be terminated, the Agency shall cease operations being performed under this Agreement and shall assemble all material that has been prepared, developed, furnished or otherwise obtained under the terms of this Agreement.

CTDOT, the FHWA and the FTA shall review this material and shall determine the amount of acceptable work performed under the terms of this Agreement. CTDOT shall make settlement with the Agency on an equitable basis. In determining the basis for such equitable settlement, CTDOT shall consider (a) the amount of work performed by the Agency, less any payments previously made, and, (b) the amount of reimbursable expense incurred by the Agency, less any payments previously made.

3.03 Ownership of All Material Collected

The ownership of all material collected under this Agreement shall be vested in the Agency and CTDOT. All reports shall be submitted to CTDOT for review prior to publication. The following statement should appear on the cover or title page of any published report prepared under the terms of this Agreement:

“Prepared in cooperation with the U.S. Department of Transportation (including its participating agencies) and the Connecticut Department of Transportation. The opinions, findings and conclusions expressed in this publication are those of the (Name of RPO) and do not necessarily reflect the official views or policies of the Connecticut Department of Transportation and/or the U.S. Department of Transportation.”

A. (i) The Agency shall transfer to CTDOT, as part of the consideration for this Agreement, any and all copyrights or other proprietary interests which the Agency may have in materials it produced

under

the terms of this Agreement; and the Agency shall whenever so requested by CTDOT, sign (with proper notarization or other lawful acknowledgment of its signature) and deliver to CTDOT a letter agreement, in form and content satisfactory to CTDOT stating that the Agency thereby irrevocably transfers to CTDOT, all of its copyrights and other proprietary rights in the materials designated by CTDOT.

(ii) When deemed appropriate by CTDOT, at its sole discretion, the Agency shall agree that any or all materials shall be deemed a work of joint authorship by CTDOT and the Agency for copyright purposes, and shall be registered as such with the United States Copyright Office. The Agency hereby waives any right to oppose or object to such a claim of joint authorship or to such related copyright registration.

B. The Agency shall not engage or allow any third party to contribute directly to the creation of any material unless the Agency has first obtained from said third party a written statement containing essentially the same terms as Subsection 3.03 A of this Agreement.

C. The Agency shall sign (with proper notarization or other lawful acknowledgment of its signature) and deliver to CTDOT, any letter agreement ("Letter Agreement") of the kind described in Subsection 3.03 A of this Agreement which CTDOT shall request from it. The aforesaid Letter Agreement between the Agency and third party shall provide expressly that any such statement shall be addressed and delivered by the third party to CTDOT, shall be directly enforceable by CTDOT, and that such delivery and enforceability are part of the consideration for the statement.

The Agency shall submit to CTDOT a minimum of four (4) copies of all publications.

3.04 Regional Workforce Development Boards

The Agency should, in cooperation with CTDOT, and in coordination with the Regional Workforce Development boards, participate in, be receptive of, and respond to recommendations for adjustments and improvements to the transportation planning process.

3.05 Term

The term of this Agreement shall be for a period of one (1) year commencing July 1, 2014 through June 30, 2015.

3.06 Amendment of Services

The services to be performed under this Agreement may be amended upon mutual written agreement of the Agency and CTDOT.

3.07 Maximum Hourly Rates

Payment for personal services under this Agreement shall be in accordance with the prevailing salary scale authorized by the Agency and such scale should be consistent with the salary schedules of other employees of the Agency. The maximum hourly rate for each classification of employee shall be as included in the "FY 2015" Unified Planning Work Program."

Any increase in salary shall not result in an hourly rate in excess of the maximum rate referred to above insofar as any billings to CTDOT are concerned.

Overtime and/or compensatory time must be accrued according to the Agency's current Personnel Policy, which should be consistent with existing State and Federal Regulations. Where the overtime and/or compensatory time will be extraordinary, approval must be obtained in advance from CTDOT.

3.08 Invoicing

Each invoice submitted by the Agency to CTDOT for payment shall be certified by a responsible official of the Agency, attesting to the accuracy of the invoice based on their examination of supporting records pertaining to said invoice. Each invoice must include copies of applicable timesheets for each person charging to the program for the period covered by the invoice. To each invoice shall be added a certified percentage to cover overhead, burden, and fringe costs in accordance with applicable State and Federal regulations.

Overhead costs shall include, but not necessarily be limited to: rent and utilities, office supplies and services, general administrative salaries, reproduction and photo expense, accounting, legal and management consulting services, in-state project-related administrative travel and subsistence, business and public relations, telephone, telegraph and postage, dues, meetings, publications, conventions, professional fees, recruiting, training, business taxes, general insurance and auto expense, depreciation and miscellaneous office expense.

Burden and fringe costs shall include paid leaves including holidays, sick leave and other authorized absences, unemployment, excise and social security taxes, Workers' Compensation, medical and group insurance benefits, retirement pension plans and other applicable taxes when paid by the Agency.

When authorized in writing by CTDOT in advance, major reproduction and printing, and official out-of-state travel and subsistence shall be paid for at cost as indicated by vouchers. Travel (mileage) costs shall be reimbursed in accordance with the latest State Travel Regulations - State Managers limiting amounts, as listed on the Travel Reimbursement Reference Chart issued by the Department of Administrative Services Payments for all other travel and subsistence costs will be limited to the provisions of the latest edition of the "State of Connecticut Standard State Travel Regulations" as referenced in General Letter Number 115 from the Department of Administrative and revisions thereto. and revisions thereto.

3.09 Burden, Fringe, and Overhead Percentages

A percentage of **(Narrative of Burden, Fringe and Overhead Percentages) (Numerical Percentage)** for burden, fringe and overhead shall be used for payment purposes under this Agreement until the post audit of agency-wide expenditures for the previous Fiscal Year is completed and approved by

ConnDOT's Division of External Audits The percentage for burden, fringe and overhead on all subsequent partial payments shall be determined by said post audit. Before final payment is made, the burden, fringe and overhead percentage shall be adjusted as a result of said post audit. Computer Aided Design and Drafting (CADD) will be reimbursed through the overhead rate only.

3.10 Allowable Costs

The authority for determining allowable costs under this Agreement, including termination settlements, shall be Office of Management and Budget (OMB) Circular A-87, and the terms of this Agreement.

3.11 Unified Planning Work Program

Under the terms of this Agreement, it is agreed that the estimated cost of the FY 2015 Unified Planning Work Program shall be as follows:

FY 2015

Federal (FHWA) Funds \$ (Dollar Amount)

Federal (FTA) Funds (Dollar Amount)

Local Funds	(Dollar Amount)
State Funds	(Dollar Amount)
Total	\$ (Dollar Amount)

The maximum amount of reimbursement to the Agency under the terms of this Agreement is (Narrative Dollar Total) (\$ Dollar Total).

3.12 Official Notice

Any "Official Notice" from one party to the other party, in order for such Notice to be binding thereon, shall:

(a) - Be in writing (hard-copy) addressed to:

(i) When CTDOT is to receive such Notice:

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P. O. Box 317546
Newington, Connecticut 06131-7546;

(ii) When the Agency is to receive such Notice:

the person acting herein as signatory for
the Agency receiving such notice;

(b) –Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party(ies) to receive such Notice; and

(c) -Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

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

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

3.13 Set- Off

CTDOT shall have the right to set-off any costs that it incurs which are (a) due to the Agency's non-compliance with this Agreement or (b) associated with any other such amounts that are due and payable to CTDOT from the Agency, against amounts otherwise due to the Agency under this Agreement or any other agreement

arrangement that the Agency has with CTDOT.

3.14 Duly Issued Purchase Order

The Agreement itself is not an authorization for the Agency to provide goods or begin performance in any way. The Agency may provide goods or begin performance only after it has received a duly issued purchase order against the Agreement. An Agency providing goods or commencing performance without a duly issued purchase order in accordance with this section does so at the Agency's own risk.

The State shall issue a purchase order against the Agreement directly to the Agency and to no other party.

3.15 Jurisdiction and Forum

The Agreement shall be deemed 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 Agreement 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 Agency 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.

3.16 Entire Agreement

The terms and provisions herein contained constitute the entire Agreement between the parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof.

Agreement No. **x.xx-xx (16)**

The parties hereto have set their hands on the day and year indicated.

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
JAMES REDEKER, COMMISSIONER

By: _____
Thomas J. Maziarz
Bureau Chief
Bureau of Policy and Planning

Date: _____

Name of COG In Capital Letters

By:

Authorized COG Signatory)

Authorized COG Signatory Title

Date: _____

APPROVED AS TO FORM :

Attorney General
State of Connecticut

Date : _____

Model Project Specific Agreement

Agreement No. **x.xx-xx (xx)**
CORE ID No. **XXXXXXXXXXXXXX**

AGREEMENT
BETWEEN THE STATE OF CONNECTICUT
AND
(Name of Council of Governments (COG))
CONCERNING A
(NAME OF PROJECT)
STATE PROJECT NO.
DOTXXXXXXXXXX

FEDERAL PROJECT NO. **xxxx (xxx)**

THIS AGREEMENT, concluded at Newington, Connecticut, this day of , 2016 by and between the State of Connecticut, Department of Transportation, James Redeker, Commissioner, acting herein by Thomas J. Maziarz, Bureau Chief, Bureau of Policy and Planning, duly authorized, hereinafter referred to as “ConnDOT”, and the (NAME OF REGION), having its principal place of business at (ADDRESS OF REGION), acting herein by (AUTHORIZED SIGNATORY) SIGNATOR TITLE , hereunto duly authorized, hereinafter referred to as the “Agency”.

WITNESSETH THAT:

WHEREAS, the Agency has applied to the United States Department of Transportation (USDOT) for and received approval to prepare a XXXXXX hereinafter referred to as the “Project”, and

WHEREAS, the Agency will undertake the Project, as described in the “NAME OF SCOPE, hereinafter referred to as “Attachment A”, which is attached hereto and made a part hereof, and

WHEREAS, the Agency will hire a consultant to undertake the Project, and

WHEREAS, the Project will be funded by FHWA Surface Transportation Program Other (STPO) Funds, Agency Funds, and Town of XXXXXX hereinafter referred to as the “Town”, Funds, and

WHEREAS, ConnDOT is authorized to enter into this Agreement in accordance with the provisions of Sections 13a-165 and 13b-4 of the General Statutes of Connecticut, as revised.

NOW THEREFORE, KNOW YE THAT:

THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1

“DEFINITIONS”

The following definitions shall apply to this Agreement:

Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

Records: All working papers and such other information and materials as may have been accumulated by the Agency in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

State: The State of Connecticut, including the Department of Transportation (“Department”), and any office, department, board, council, commission, institution or other agency or entity of the State.

Project: The Agency shall prepare a NAME OF PROJECT

Agency Parties: An Agency’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 Agency is in privity of oral or written contract and the Agency intends for such other person or entity to perform under the Agreement in any capacity.

THE AGENCY SHALL :

1.01 Hiring of Consultant

Retain a consultant to undertake the Project and pay for necessary services, consistent with ConnDOT and USDOT requirements, including assistants and/or consultants rendering professional, technical, or other assistance and advice to perform the approved services. In addition, the title sheet(s) of all plans and/or documents will be signed by the authorized individual within the Agency responsible for receipt of “Official Notices”.

1.02 Payment for Services

Pay for necessary services, consistent with ConnDOT and USDOT requirements, including assistants and/or consultants rendering professional, technical, or other assistance and advice to perform the approved services.

1.03 Accuracy of All Products of Work

If applicable, assume full responsibility for the accuracy of all products of its work or that of its consultant or other assistants under the Agreement and shall so indicate by having the signature and the Connecticut Professional Engineer's Seal of the Engineer in charge of the work performed under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents. In addition, the title sheet(s) of all plans and/or documents shall be signed by the authorized individual within the Agency responsible for receipt of “Official Notices”.

1.04 Sublet or Assignment

Agree that no portion of the Agreement shall be sublet, assigned, or otherwise disposed of except with the prior written consent of ConnDOT.

1.05 Review of Work

Permit ConnDOT and/or USDOT to review at any time all work performed under the terms of this Agreement at any stage of the work.

1.06 Save Harmless

- (a) Indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly,

in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Agency or Agency Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Agency shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Agency's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Agency's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

- (b) The Agency shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party or entity acting under the direct control or Supervision of the State.
- (c) The Agency shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Agency or any Agency Parties. The State shall give the Agency reasonable notice of any such Claims.
- (d) The Agency's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Agency is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Agency shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Agency shall name the State as an additional insured on the policy. The Department shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Department or the State is contributorily negligent.
- (f) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

1.07 Sovereign Immunity

Nothing in this Agreement shall preclude the Second Party from asserting its Governmental Immunity rights in the defense of third party claims. The Second Party's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the State, at law or in equity, under this Agreement, including, but not limited to, those relating to damages.

1.08 Insurance

With respect to the operations performed by the Agency under the terms of this Agreement and also those performed for the Agency by its subcontractors, carry, and shall ensure that its subcontractors carry, for the duration of this Agreement, including any supplements thereto or renewals thereof, with the State being named an additional insured party for paragraphs 1 and 2 below, the following minimum insurance coverage at no direct cost to the State. In the event the Agency secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs 1 and/or 2 below, the State of Connecticut shall be named as an additional insured.

1. COMMERCIAL GENERAL LIABILITY

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

during the period.

2. AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence.

3. WORKER'S COMPENSATION

Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States, respectively.

In conjunction with the above, the Agency agrees to furnish to the State a Certificate of Insurance, on the form(s) acceptable to the State, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

The Agency shall produce, within five (5) business days, a copy or copies of all applicable insurance policies requested by the State. In providing said policies, the Agency may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement.

1.09 Jurisdiction and Forum

Agree that the parties deem the Agreement 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 Agreement 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 Agency 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.

1.10 Non-waiver of State's Immunities

Acknowledge and agree that nothing in the Agreement 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 Agreement. To the extent that this section conflicts with any other section, this section shall govern.

1.11 Litigation

Agree that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Agency further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

1.12 Maintenance of Records

Maintain all books, documents, papers, accounting records and other evidence pertaining to all costs incurred for each task in accordance with Attachment A.

1.13 Narrative Progress Report

Furnish to ConnDOT a Narrative Progress Report no later than the tenth (10th) day after the quarter ends which will (1) document accomplishments by task; (2) compare accomplishments to goals established for the quarter;(3) explain delays encountered in completing scheduled activities; and(4) indicate when activities will be on schedule.

1.14 Consultant Agreements

Submit to ConnDOT for review and approval any proposed Agreement between the Agency and a consultant prior to its execution. No reimbursable costs may be incurred on consultant agreements prior to ConnDOT's written approval.

1.15 Maximum Fees for Architects, Engineers and Consultants

The Agency hereby acknowledges and agrees to comply with the guidelines stipulated in Policy No. F&A-30, dated July 23, 2015; Subject: Maximum Fees for Architects, Engineers and Consultants, as set forth in Exhibit A, Schedule 1(Attached herewith). Policy No. EX.O.-33, dated June 25, 2015; Subject: Policy on Non-Federally Funded Contract Fees for Architects, Engineers and Consultants Performing Services for the Department is also attached hereto and made a part of this Agreement and the guidelines stipulated therein are to be utilized by the Agency, when applicable, in accordance with the Policy Statement, as set forth in Exhibit A, Schedule 2 (Attached herewith).

The Agency shall ensure that all parties are in compliance with the audit requirements set forth in Title 23, Section 172 CFR, as revised, when retaining consultants.

1.16 Minority Consultants

Make special efforts to seek out minority consultants. These efforts must be documented throughout the consultant selection process. Prior to executing the Agency-Consultant Agreement, the consultant's Affirmative Action Plan and/or Policy Statement and the required ConnDOT Equal Opportunity forms must be submitted to and approved by ConnDOT.

1.17 Independent Audit

Submit to ConnDOT an independent audit of any approved consultant contract within ninety (90) days of termination of this Agreement and prior to final payment. Such audit shall be performed in accordance with Government Auditing Standards and shall identify any expenditures made by the consultant that are not in compliance with the terms of the approved consultant agreement. The cost of such audit shall not be billed directly under the terms of this Agreement.

1.18 Agreements with Goals

Comply with the "Agreements With Goals Special Provisions Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers for Federal Funded Projects", dated October 16, 2000, attached hereto and hereby made a part of this Agreement, as set forth in Exhibit A, Schedule 3 (attached herewith).

1.19 Disadvantaged Business Enterprises

In connection with the performance of this Agreement, cooperate with ConnDOT in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises, and will use its best efforts to insure that such business enterprises shall have the maximum practicable

opportunity to compete for subcontract work under this Agreement. The Agency will provide ConnDOT with written documentation of efforts made in this regard. Said efforts will include the name(s) of any disadvantaged business enterprise(s) utilized as a subcontractor during the term of this Agreement.

1.20 Statutory and Administrative Requirements

Comply with all the State and Federal Administrative Requirements incorporated herein by reference and set forth in Exhibit A attached hereto, and all Schedules attached which are also hereby made a part of this Agreement.

1.21 Subcontracting

Include all of the required clauses herein in all subcontracts entered into pursuant to this Agreement.

SECTION II. CONNDOT SHALL:

2.01 Federal Cash Management

Reimburse the Agency in accordance with Federal Cash Management compliance requirements for work performed in accordance with the terms specified herein. The Agency may request monthly or quarterly reimbursements on invoice forms supplied by ConnDOT.

SECTION III .THE AGENCY AND CONNDOT MUTUALLY AGREE THAT:

3.01 Prior Written Approval

No equipment shall be purchased with State or Federal funds without prior written approval of ConnDOT.

3.02 Liability for Payment

ConnDOT assumes no liability for payment under the terms of this Agreement until the Agency is notified

in writing by ConnDOT that said Agreement has been approved by the Attorney General of the State of Connecticut.

3.03 Termination

ConnDOT, after discussion with the Agency and upon written notice, may suspend, postpone, abandon or terminate this Agreement, and such action shall in no event be deemed a breach of contract. Upon receipt of written notification from ConnDOT that this Agreement is to be terminated, the Agency shall cease operations being performed under this Agreement and shall assemble all material that has been prepared, developed, furnished or otherwise obtained under the terms of this Agreement.

ConnDOT and the FHWA shall review this material and shall determine the amount of acceptable work performed under the terms of this Agreement. ConnDOT shall make settlement with the Agency on an equitable basis. In determining the basis for such equitable settlement, ConnDOT shall consider (a) the amount of work performed by the Agency, less any payments previously made, and, (b) the amount of reimbursable expense incurred by the Agency, less any payments previously made.

3.04 Ownership of All Material Collected

The ownership of all material collected under this Agreement shall be vested in the Agency and ConnDOT. All reports shall be submitted to ConnDOT for review prior to publication. The following statement should appear on the cover or title page of any published report prepared under the terms of this Agreement:

“Prepared in cooperation with the U.S. Department of Transportation (including its participating agencies) and the Connecticut Department of Transportation. The opinions, findings and conclusions expressed in this publication are those of the Housatonic Valley Council of Elected Officials and do not necessarily reflect the official views or policies of the Connecticut Department of Transportation and/or the U.S. Department of Transportation.”

- A. (i) The Agency shall transfer to ConnDOT, as part of the consideration for this Agreement, any and all copyrights or other proprietary interests which the Agency may have in materials it produced under the terms of this Agreement; and the Agency shall whenever so requested by ConnDOT, sign (with proper notarization or other lawful acknowledgment of its signature) and deliver to ConnDOT a letter agreement, in form and content satisfactory to ConnDOT, stating that the Agency thereby irrevocably transfers to ConnDOT, all of its copyrights and other proprietary rights in the materials designated by ConnDOT.
- (ii) When deemed appropriate by ConnDOT, at its sole discretion, the Agency shall agree that any or all materials shall be deemed a work of joint authorship by ConnDOT and the Agency for copyright purposes, and shall be registered as such with the United States Copyright Office. The Agency hereby waives any right to oppose or object to such a claim of joint authorship or to such related copyright registration.
- B. The Agency shall not engage or allow any Third Party to contribute directly to the creation of any material unless the Agency has first obtained from said Third Party a written statement containing essentially the same terms as Subsection 3.04 A above.
- C. The Agency shall agree to sign (with proper notarization or other lawful acknowledgment or its signature) and deliver to ConnDOT, any letter agreement ("Letter Agreement") of the kind described in Subsection 3.04 A above which ConnDOT shall request from it. The aforesaid Letter Agreement between the Agency and Third Party shall provide expressly that any such statement shall be addressed and delivered by the Third Party to ConnDOT shall be directly enforceable by ConnDOT, and that such delivery and enforceability are part of the consideration for the statement.

The Agency shall submit to ConnDOT a minimum of five (5) copies of all publications.

3.05 Regional Workforce Development Boards

The Agency should, in cooperation with ConnDOT, and in coordination with the Regional Workforce Development Boards, participate in, be receptive of, and respond to recommendations for adjustments and improvements to the transportation planning process.

3.06 Term

The term of this Agreement shall be for the period commencing XXXXX through the completion of work.

3.07 Amendment of Services

The services to be performed under this Agreement may be amended upon mutual written agreement of the Agency and ConnDOT.

3.08 Maximum Hourly Rates

Payment for personal services under this Agreement shall be in accordance with the prevailing salary scale authorized by the Agency and such scale should be consistent with the salary schedules of other employees of the Agency. The maximum hourly rate for each classification of employee shall be as included in the

Agency's "FY 2016/2017 Unified Planning Work Program", approved by the State and herein incorporated by reference.

Any increase in salary shall not result in an hourly rate in excess of the maximum rate referred to above insofar as any billings to ConnDOT are concerned. Overtime must be accrued according to the Agency's current Personnel Policy, which should be consistent with existing State and Federal Regulations. Where the overtime will be extraordinary, approval must be obtained in advance from ConnDOT.

3.09 Invoicing

Each invoice submitted by the Agency to ConnDOT for payment shall be certified by a responsible official of the Agency, attesting to the accuracy of the invoice based on their examination of supporting records pertaining to said invoice. To each invoice shall be added a certified percentage to cover overhead, burden, and fringe costs in accordance with applicable State and Federal Regulations.

Overhead costs shall include, but not necessarily be limited to: rent and utilities, office supplies and services, general administrative salaries, reproduction and photo expense, accounting, legal and management consulting services, in-state project-related administrative travel and subsistence, business and public relations, telephone, telegraph and postage, dues, meetings, publications, conventions, professional fees, recruiting, training, business taxes, general insurance and auto expense, depreciation and miscellaneous office expense.

Burden and fringe costs shall include paid leaves including holiday, sick leave and other authorized absences, unemployment, excise and social security taxes, Workers' Compensation, medical and group insurance benefits, retirement pension plans and other applicable taxes when paid by the Agency.

When authorized in advance, major reproduction and printing, and official out-of-state travel and subsistence shall be paid for at cost as indicated by vouchers. Travel (mileage) costs shall be reimbursed in accordance with the latest State Travel Regulations - State Managers limiting amounts. Payments for all other travel and subsistence costs will be limited to the provisions of the latest edition of the "State of Connecticut Standard State Travel Regulations" and revisions thereto.

3.10 Burden, Fringe, and Overhead Percentages

A percentage of One Hundred Sixty-nine Point Sixty Percent (169.60 %) for burden, fringe and overhead shall be used for payment purposes under this Agreement until the post audit of agency-wide expenditures for the previous Fiscal Year is completed and approved by ConnDOT's Division of External Audits. The percentage for burden, fringe and overhead on all subsequent partial payments shall be determined by said post audit. Before final payment is made, the burden, fringe and overhead percentage shall be adjusted as a result of said post audit. Computer-Aided Design and Drafting (CADD) will be reimbursed through the overhead rate only.

3.11 Allowable Costs

The Authority for determining allowable costs under this Agreement, including termination settlements, shall be Office of Management and Budget (OMB) Circular A-87, and the terms of this Agreement.

3.12 Project Funding

Under the terms of this Agreement, it is agreed that the estimated cost of the Project, Dollars (\$) shall be paid for with the following funds :

Federal (FHWA) STPO Funds (80%)
Agency Funds (10%)
Town Funds (10%)
Total Funds \$

3.13 Official Notice

Any Official Notice from one such party to the other such party, in order for such Notice to be binding thereon, shall:

(a) - Be in writing (hard copy) addressed to:

(i) When ConnDOT is to receive such Notice :
Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P. O. Box 317546
Newington, Connecticut 06131-7546

(ii) When the Agency is to receive such Notice:

the person acting herein as signatory for the Agency receiving such notice;

(b) - Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party(ies) to receive such Notice; and

(c) - Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

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

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

3.14 Set Off

ConnDOT shall have the right to set-off any costs that it incurs which are (a) due to the Agency's non-compliance with this Agreement or (b) associated with any other such amounts that are due and payable to ConnDOT from the Agency, against amounts otherwise due to the Agency under this Agreement or any other agreement or arrangement that the Agency has with ConnDOT.

3.15 Duly Issued Purchase Order

The Agreement itself is not an authorization for the Agency to provide goods or begin performance in any way. The Agency may provide goods or begin performance only after it has received a duly issued purchase order against the Agreement. An Agency providing goods or commencing performance without a duly issued purchase order in accordance with this section does so at the Agency's own risk.

The State shall issue a purchase order against the Agreement directly to the Agency and to no other party.

3.16 Entire Agreement

The terms and provisions herein contained constitute the entire Agreement between the parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof.

The parties hereto have set their hands on the day and year indicated.

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
JAMES REDEKER, COMMISSIONER

: By: _____
Thomas J. Maziarz
Bureau Chief
Bureau of Policy and Planning

: Date: _____

SECOND PARTY

By: _____
XXXXXX XXXXXXXXXXXXX
Chairman

Date: _____

APPROVED AS TO FORM :

Attorney General
State of Connecticut

Date : _____

Model Supplemental Agreement

Agreement **x.xx-xx (xx)**

CORE I.D. No. **XXXXXXXXXXXX**

FIRST SUPPLEMENTAL AGREEMENT
BETWEEN THE STATE OF CONNECTICUT
AND
(Name of Council of Governments (COG))
CONCERNING (NAME OF PROJECT)
STATE PROJECT NO. **DOTXXXXXXXXXX**
FEDERAL PROJECT NO. **xxxx (xxx)**

THIS AGREEMENT, concluded at Newington, Connecticut, this day of , 2016, by and between the State of Connecticut, Department of Transportation, James Redeker, Commissioner, acting herein by Thomas J. Maziarz, Bureau Chief, Bureau of Policy and Planning, duly authorized, hereinafter referred to as “ConnDOT,” and the (NAME OF REGION), having its principal place of business at the (LOCATION OF REGION), acting herein AUTHORIZING SIGNATOR, its TITLE, hereunto duly authorized, hereinafter referred to as the “Agency.”

WITNESSETH THAT:

WHEREAS, ConnDOT and the Agency executed an Original Agreement, No. 8.01-01 (13), dated March 4, 2014, concerning the hiring of a consultant to undertake a study of the (PROJECT NAME) hereinafter referred to as the “Project”, and

WHEREAS, ConnDOT and the Agency have determined that additional funding is necessary to complete the “project”, and

WHEREAS, the additional funding to be made to the Agency under this Agreement, as hereinafter set forth, shall be paid by ConnDOT from Federal Highway Administration (FHWA) Surface Transportation Program Urban (STPU) Funds and “ConnDOT” Matching Funds, and

WHEREAS, ConnDOT is authorized to enter into this Agreement in accordance with the provisions of Sections 13a-165 and 13b-4 of the General Statutes of Connecticut, as revised.

NOW THEREFORE, KNOW YE THAT:

THE PARTIES HERETO AGREE AS FOLLOWS:

1. That Section 3.04 of the Original Agreement is hereby amended by deleting the last paragraph thereof and substituting the following therefor :

The Agency shall submit to ConnDOT a minimum of four (4) copies of all publications.

2. That Section 3.12 of the Original Agreement is hereby deleted and the

following is substituted in lieu thereof:

3.12 Project Funding

Under the terms of this Agreement, it is agreed that the estimated cost of the Project, Dollars (\$), shall be paid for with the following funds:

Federal (FHWA) STPU Funds (80%)	
“ConnDOT” Funds (20%)	
Total Funds	\$

3. That Article 3 of Exhibit A, attached to and made a part of the Original Agreement, is hereby amended by deleting the first paragraph of Section (b) and substituting the following in lieu thereof:

(b) Where the Agency is unable to certify to any of the Statements in this certification, such Agency shall attach an explanation to this Agreement.

4. “Attachment A” attached to and made part of the Original Agreement, is hereby deleted in its entirety, and replaced with the attached “Attachment A” Revised DATE.

5. That all terms and conditions set forth in the Original Agreement, not added, deleted or modified herein shall remain in full force and effect.

The parties hereto have set their hands on the day and year indicated.

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
JAMES REDEKER, COMMISSIONER

By: _____
Thomas J. Maziarz
Bureau Chief
Bureau of Policy and Planning

Date: _____

REGION NAME

By: _____
xxxxxx xxxxxxxxx
Executive Director

Date: _____

APPROVED AS TO FORM :

Attorney General
State of Connecticut

Date: _____

Model Assignment Letter Agreement

Agreement No.
CORE I.D. # 12DOT0317AB

FIRST SUPPLEMENTAL AGREEMENT
BETWEEN THE STATE OF CONNECTICUT
AND
THE LOWER CONNECTICUT RIVER VALLEY COUNCIL OF GOVERNMENTS
CONCERNING
REGIONAL TRANSPORTATION PLANNING
STATE PROJECT NO. D0T07139996PL
FEDERAL PROJECT NO. UR13(001)

THIS AGREEMENT, concluded at Newington, Connecticut, this day of 2012, by and between the State of Connecticut, Department of Transportation, James Redeker, Commissioner, acting herein by Thomas J. Maziarz, Bureau Chief, Bureau of Policy and Planning, duly authorized, hereinafter referred to as “ConnDOT,” and the Lower Connecticut River Valley Council of Governments, having its principal place of business at 145 Dennison Road, Essex, Connecticut 06457, acting herein by Linda Krause, its Executive Director, hereunto duly authorized, hereinafter referred to as the “Agency” or “Second Party.”

WITNESSETH THAT:

WHEREAS, ConnDOT and the Connecticut River Estuary Regional Planning Agency entered into an Agreement, No. 6.20-02(12), entitled “Agreement between the State of Connecticut and Connecticut River Estuary Regional Planning Agency Concerning Regional Transportation Planning,” dated August 21, 2012, hereinafter referred to as the Original Agreement, and

WHEREAS, ConnDOT, in cooperation with the U.S. Department of Transportation (hereinafter referred to as “USDOT”), the Federal Highway Administration (hereinafter referred to as “FHWA”), and the Federal Transit Administration (hereinafter referred to as “FTA”), is desirous of continuing the comprehensive, cooperative, urban, and rural transportation planning process in the Connecticut River Estuary Planning Region, and

WHEREAS, the Second Party has been designated by the Governor as the responsible metropolitan planning agency or rural planning agency within the Connecticut River Estuary Planning Region, defined by the Secretary, Office of Policy and Management, under the provision of Chapter 127, of the General Statutes of Connecticut, as revised, and by Chapter 295, of the General Statutes of Connecticut, as revised, and

WHEREAS, the Connecticut River Estuary Regional Planning Agency desires to assign all of their rights and duties/obligations under this Agreement to the Lower Connecticut River Valley Council of Governments. and

WHEREAS, ConnDOT is authorized to enter into this Agreement in accordance with the provisions of Sections 13a-165 and 13b-4 of the General Statutes of Connecticut, as revised.

NOW THEREFORE, KNOW YE THAT THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Connecticut River Estuary Regional Planning Agency assigns to the Lower Connecticut River Valley Council of Governments all rights, obligations and liabilities under Agreement No. 6.20-02(12) (hereinafter referred to as the "Agreement"), dated August 21, 2012 and any amendments thereto between the Connecticut River Estuary Regional Planning Agency and ConnDOT.

The Lower Connecticut River Valley Council of Governments hereby accepts this assignment and the ConnDOT hereby consents to this assignment. Apart from the substitution of the Lower Connecticut River Valley Council of Governments for the Connecticut River Estuary Regional Planning Agency as the Second Party to the Agreement, all terms and conditions of the Agreement shall remain unchanged by this assignment.

2. A percentage of One Hundred Fifty-Seven Point Twenty- Five Percent (157.25 %) for burden, fringe and overhead shall be used for payment purposes under this Agreement for the period beginning October 1, 2012 through June 30, 2013. This figure will be used until the post audit of agency-wide expenditures for the previous Fiscal Year is completed and approved by ConnDOT's Division of External Audits. The percentage for burden, fringe and overhead on all subsequent partial payments shall be determined by said post audit. Before final payment is made, the burden, fringe and overhead percentage shall be adjusted as a result of said post audit. Computer Aided Design and Drafting (CADD) will be reimbursed through the overhead rate only.

3. All terms and conditions of the Original Agreement not specifically amended, deleted or modified herein shall remain in full force and effect.

year indicated.

The parties hereto have set their hands on the day and

STATE OF CONNECTICUT
Department of Transportation
James Redeker, Commissioner

By
Thomas J. Maziarz
Bureau Chief
Bureau of Policy and Planning
Date: _____

Lower Connecticut River Valley
Council of Governments
By
XXXXXX XXXXXX
Executive Director

APPROVED AS TO FORM:

Attorney General
State of Connecticut

Date: _____

Audit Letter

December 9, 2016

TO: Directors of Councils of Government (COGs)

FROM: Maribeth Wojenski
Transportation Assistant Planning Director
Bureau of Policy and Planning

SUBJECT: Fiscal Year 2016 Agency-Wide Audit

The Fiscal Year 2016 Transportation Planning Agreement requires that an audit be performed in accordance with *Government Auditing Standards*, issued by the Comptroller General of the United States, OMB Circular A-133 (currently 2 C.F.R. Part 200, Subpart F), and with the State Single Audit Act. **The audit report must be submitted by December 31, 2016.** To assist the Connecticut Department of Transportation (Department) in its review of the Agency's FY2016 audit, please use the attached financial summary template for the Department's section of your audit.

In accordance with the Department's Planning Agreement with the Agency, the Agency agrees to prepare a "Schedule of Burden, Fringe and Overhead (Indirect) Costs" from its operations for each fiscal year which the Agreement covers. The schedule shall consist of direct labor costs and indirect costs listed by accounts. The Agency agrees to have this schedule audited by an Independent Certified Public Accountant (CPA). The audit shall be performed in accordance with Government Auditing Standards issued by the Comptroller General of the United States. The audit shall include the CPA's opinion as to whether the schedule is fairly presented in accordance with the 2CFR Part 225 (currently 2 C.F.R. Part 200, Subpart E). Please ensure that this separate audit report, containing an opinion regarding the indirect costs, is forwarded to the Department in conjunction with the Federal and/or State Single Audits and/or the annual financial statement audit.

Where appropriate, the audit should identify the status of the First Instance Funding account. A statement should be made by the auditor that the account has been managed consistent with the 1985 Memorandum of Understanding relative to this special fund.

Please include the state and federal project numbers for all federally funded projects that are included in your audit. Federal project numbers should be included in the *Schedule of Revenues Expenditures and Changes in Fund Balance*.

The audit report must be **uploaded by December 31, 2016, to the Connecticut Office of Policy and Management's (OPM) online system, Electronic Audit Report System (EARS)**, which can be accessed at the following link: www.appsvcs.opm.ct.gov/auditing/home.aspx. Instructions for Registering to Use EARS can be obtained by clicking on "EARS Help" under "Help Documents." The CPA firm that prepares the audit report must upload the audit report to OPM's ERS, but your agency is responsible for ensuring that the CPA firm does this.

The indirect cost audit may be included as part of its single audit package and the whole package, state single audit, federal single audit, financial statements and indirect cost audit, can be uploaded as one document.

The Department's Office of External Audits will download the audit report from the EARS. Please notify Ms. Lorraine Paris in the Department's Office of External Audits, and your Department liaison that the audit report has been uploaded to the EARS by sending an e-mail with the date of your submission via OPM's EARS. Lorraine's e-mail address is as follows: lorraine.paris@ct.gov. Your Department liaison's e-mail address is provided on the attached table of COG Contacts.

In addition to uploading the audit report to the EARS, a hard copy of the audit report package must be sent to the following individuals or offices:

- Office of Policy and Management
IGP Division, Municipal Finance Services
450 Capitol Avenue, MS# 54MFS
Hartford, CT 06106-1379
- Ms. Amy Jackson-Grove
Division Administrator
Federal Highway Administration
628-2 Hebron Avenue, Suite 303
Glastonbury, Connecticut 06033
- Ms. Mary Beth Mello
Regional Administrator
Federal Transit Administration
55 Broadway, Suite 920
Cambridge, Massachusetts 02142
- Federal Audit Clearinghouse
1201 E. 10th Street
Jeffersonville, Indiana 47132
- the Agency's liaison in the Department's RPO Coordination Unit (see attached "Table of COG Contacts" for the name of the liaison assigned to the Agency)
- Ms. Deirbhille Milloy in the Department's Finance Office

The annual audit will be reviewed by the Department, or the Department's liaison CPA firm, who may contact the Agency for information related to the annual audit. The Agency's cooperation will be appreciated.

The Department will approve the Agency's indirect cost if the audit report is accepted. If an audit does not meet the appropriate requirements, the Department cannot approve the indirect cost rate until the audit is determined to be acceptable.

Payments received after June 30, 2016, should be deducted from the final audited amount to adjust the actual amount due by grant program. The final payment computation should be forwarded to your RPO coordinator when your Agency accepts the audit. This computation should include all payments from the State after June 30 of the fiscal year that was audited. Preparation may be accomplished by Agency staff.

Audit reports not submitted by December 31, 2016, will result in payment requests not being processed until the audit report is submitted. Those agencies with First Instance Funding accounts cannot continue to draw funds from the accounts until the audit is submitted.

Should you require an extension beyond the December 31st deadline in order to complete your audit, please submit your request for an extension to OPM. The Audit Submission Extension Request Form can be accessed at the following link: www.ct.gov/opm/cwp/view.asp?a=2984&q=386116

Please distribute this information to staff members who are involved in the preparation of your audit reports.

Attachments

cc: Ms. Amy Jackson-Grove, FHWA
Ms. Mary Beth Mello, FTA
COG Planners

Appendix 5-1

INVOICE SUMMARY & PROCESSING (ISP) FORM CHECKLIST Attach to ISP Form

Consultant/RPO _____

Invoice # _____ Project # _____

Agreement # _____ Billing Period _____ to _____

Project Manager _____ Unit # _____

Place a check or mark an "X" in the box to the left to indicate acceptance.

An "N/A" at the end of the line indicates not applicable.

Comments are required for errors, corrections, omissions, and any questionable items.

- compare the invoice with a copy of the previous CLA-3 to verify continuing data _____
- check invoice to insure compliance with terms of the agreement, supplements and approved extra work claims (i.e. budgetary limits, project scope, specified restrictions, etc.) _____
- check employee salaries and titles to verify approved rates and classifications are used _____
- check BF&O rates, fixed fees, and retainage _____
- check math computations for accuracy and completeness _____
- check for inclusion of subconsultant payment log _____
- insure that proper Invoice Summary Sheets are attached _____
- verify required Direct Cost summary forms and backup material, including original receipts, are provided, and are legible and accurately completed _____
- verify required prior approval was granted for equipment purchases _____
- verify required prior approval was granted for sub-contracted work _____
- verify that submittals have authorized signatures _____

Comments/Corrections

Project Manager

Signature _____ Date _____

Appendix 5-2

Connecticut Department of Transportation Invoice Summary and Processing (ISP) Form

Please submit at least one signed original and one copy of this form with each invoice to:
 Department of Transportation, Division of Financial Management & Support - Room 1329
 2800 Berlin Tpke., PO Box 317546, Newington, Connecticut 06131-7546

Rev 05/27/2009

Section 1 - To be completed by Vendor. (Please see the Instruction Guide worksheet tab for assistance in completing this form.)

Contract CORE ID: <input type="text"/>	<div style="border: 1px solid black; height: 100px; padding: 5px;">For A/P Use</div>	
Vendor Name & Remit Address: <i>(Please contact the Department for all remittance address changes.)</i>		
Payee: <input type="text"/>		
Address: <input type="text"/>		
Address: <input type="text"/>		
City: <input type="text"/>	State: <input type="text"/> Zip Code: <input type="text"/>	
Brief Contract Description: <input type="text"/>		
Vendor Contacts:		
Engineering: <input type="text"/>	<input type="text"/>	<input type="text"/>
Print Name	Phone	Email
Financial: <input type="text"/>	<input type="text"/>	<input type="text"/>
Print Name	Phone	Email

(Up to 30 characters will appear on the reimbursement check.)

Vendor Invoice No./Info: Billed Amount:

(The Vendor Invoice Number must be unique for each invoice. Whatever is entered into the Invoice Number and Brief Description fields will appear on the check stub to facilitate payment.)

Billing Period: From: To: -(Billing Period must be filled in.)

Brief Invoice Description:

(Up to 70 characters will appear on the reimbursement check.)

I certify that the above claim for reimbursement is just and correct and that all work has been performed as indicated.

<input type="text"/>	<input type="text"/>	<input type="text"/>
Title	Signature	Date

Section 2 - For DOT Office Use Only

Certification of Commodities Received or Services Rendered:

Project Engineer: <input type="text"/>	<input type="text"/>	<input type="text"/>
Print Name	Initial	Date
Project Manager: <input type="text"/>	<input type="text"/>	<input type="text"/>
Print Name	Signature	Date

Financial Review Completed:

Accountant: <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Print Name	Signature	Date	Phone

PO No.: Project ID:

(For Multiple PO's, please leave PO No. field blank, and attach separate listing of PO numbers.)

Receipt ID: <input type="text"/>	Return Check: <input type="text"/>	Retainages ReceiptID: <input type="text"/>
<i>(Leave Receipt ID blank and attach list for multiple Receivers.)</i>		
Amount Paid: <input type="text"/>	Separate Payment: <input type="text"/>	Retainages Held: <input type="text"/>
Invoice Date: <input type="text"/>	Reportable (ROW): <input type="text"/>	Key No.: <input type="text"/>

(Date to DOT)

Appendix 5-3

FORM B-1, Revised 08/09

For use by Regional Planning Organizations, Councils of Government, and Transit Districts

PAYMENT REQUEST NO.		BILLING PERIOD		to	
VENDOR/PAYEE (RPO)				CORE-ID NO.	
SPR-PL				AGREEMENT NO.	
FTA				STATE PROJECT NO.	
OTHER		VENDOR/PAYEE (RPO) RESPONSIBILITY (%)			
OTHER		TOTAL AGREEMENT AMOUNT (ALL YEARS)			

Salary Costs - Payroll Sheets must be Available upon Request

NAME	TITLE	HOURS	CONTRACT		AMOUNT
			MAXIMUM RATE	ACTUAL RATE	
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
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					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
CURRENT AGREEMENT YEAR		Salary Total			\$ -
		Salary Total * BFO			\$ -
		BFO RATE			
		Direct Costs (From Below)			\$ -
		Total Costs for Period			\$ -
		Less Vendor/Payee (RPO) Responsibility			\$ -
		Current Billing Total			\$ -
		Prior Billing(s) in Current Fiscal Year			\$ -
		Total Billings to Date in Current Fiscal Year			\$ -
		PRIOR AGREEMENT YEAR(S)			\$ -
		Total Billings in Prior Fiscal Year(s)			\$ -
		AGREEMENT TOTAL			\$ -
		Total Billings to Date			\$ -

Direct Costs this Period - Documentation and Copies of Original Receipts Required

DIRECT COST ACTIVITY	AMOUNT
Mileage <small>Attach Daily Trip Report; Additional detail listed on Form C</small>	
Travel & Lodging, Subsistence <small>Prior Approval Required</small>	
Printing	
Equipment Purchase <small>Prior Approval Required</small>	
Sub-Consultants <small>Requires Same Documentation as Primary; Prior Approval Required</small>	
Other <small>Additional detail listed on Form C</small>	
Direct Costs Total	\$ -

SPECIAL NOTES OR COMMENTS ON CALCULATIONS/BACKUP MATERIALS

CERTIFICATION

The undersigned hereby certifies that during the period covered by this report, all personnel shown were gainfully employed in service covered under this agreeemnt with the Connecticut Department of Transportation, and their classification, rate of pay, hours of work and amount earned as stated are true and accurate.

Signed	
Title	
Date	

Appendix 5-4

DIRECT NON-SALARY COST BREAKDOWN

STATE OF CONNECTICUT
 DEPARTMENT OF TRANSPORTATION
 P.O. BOX 317546, NEWINGTON, CT 06131-7546

FORM C

Must be submitted with all Direct Cost reimbursement requests

PAYMENT REQUEST NO. 0	BILLING PERIOD	01/00/00	to	01/00/00
VENDOR/PAYEE (RPO) 0	CORE-ID NO.			0
	AGREEMENT NO.			0
	STATE PROJECT NO.			0

Mileage Costs - Daily Trip Reports must be provided

DIRECT COST ACTIVITY - MILEAGE

DATE	AMOUNT
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
Mileage Reimbursement Total	\$ -

DIRECT COST ACTIVITY - TRAVEL, LODGING & SUBSISTENCE

DATE	AMOUNT
	\$ -
	\$ -
Travel, Lodging & Subsistence Reimbursement Total	\$ -

DIRECT COST ACTIVITY - PRINTING

DATE	AMOUNT
	\$ -
	\$ -
Printing Reimbursement Total	\$ -

DIRECT COST ACTIVITY - EQUIPMENT PURCHASE

DATE	AMOUNT
	\$ -
	\$ -
Equipment Purchase Reimbursement Total	\$ -

DIRECT COST ACTIVITY - SUBCONSULTANTS

DATE	AMOUNT
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Subconsultants Reimbursement Total	\$ -

DIRECT COST ACTIVITY - OTHER

DATE	AMOUNT
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Other Items Reimbursement Total	\$ -

Appendix 5-5

PROCUREMENT PROCEDURES/CONSULTANT SELECTION REQUIREMENTS OUTLINE July 2012

This outline is to be used when a Regional Planning Organization (RPO) is in need of equipment or specialized outside assistance and would like to hire a consultant to use Federal/State contracted planning funds.

Background

The Federal Highway Administration and the Federal Transit Administration require a grantee (RPO in this case) to adhere to the solicitation, award and administration requirements of its third party contracts/procurement regulations (FTA Circular 4220.1f and Title 49 CFR Part 18). These procurement regulations and circulars identify more completely the requirements based on the common grant rules, Federal statutes, Executive orders and their implementing regulations, and FHWA and FTA policy. Based on these, the outline stated below is based on Department of Administrative Services General Letter number 71. The links for these three documents are listed below:

http://www.fta.dot.gov/laws/circulars/leg_reg_8641.html
<http://www.dot.gov/ost/m60/grant/49cfr18.htm#18.36>
<http://www.das.state.ct.us/Purchase/GL71%20current.pdf>

Steps in securing equipment or specialized outside assistance

- 1)** An RPO must request permission in writing (email acceptable) by using the **“REQUEST TO DIRECT CHARGE” form** from CTDOT when equipment or specialized outside assistance is needed. This request should include details of what equipment is being secured or what specialized outside assistance will be needed. A connection to the UPWP is required. The RPO should also identify the percentage to which this equipment or assistance relates to the UPWP in the event that it will also be applicable to non-transportation planning activities or personnel.
- 2)** Your RPO Coordinator will review request and determine if federal approval is needed. (Federal approval is needed if estimated cost is over \$5000)
- 3)** Your RPO Coordinator will give written permission and the selection process can begin.

- 4) Determine the appropriate procedure as outlined in the “Purchase Procedure” attachment.
- 5) Once the service, equipment or consultant is secured, The RPO must submit a description of the process followed by using the “**PROCUREMENT SUMMARY FOR DIRECT CHARGE**” form and provide all appropriate backup with their monthly (quarterly) invoice.
- 6) For Consultant services, the Agreement between the RPO and the consultant must be submitted to your RPO Coordinator for review and approval prior to execution, as specified in the RPO Planning Agreement.
- 7) Consider DBE – Although the DBE requirement on the RPO’s planning agreements is 0% at this time; the Department is asking that the RPOs keep such firms in mind when hiring a consultant. This DBE requirement is reviewed and determined on a biannual basis. If the number should change, the Department will notify the RPO through the Agreement process.

PURCHASE PROCEDURE

AT NO TIME SHOULD A PREDETERMINED FEE BE DISCUSSED OR INCLUDED IN THE SCOPE OF WORK

Micro-purchases: For securing any type of goods or services under **\$2,500**. (State maximum threshold). The RPO may select the qualified consultant without obtaining competitive quotations if the price is fair and reasonable. There should be equitable distribution among qualified suppliers (in local area) and no splitting of procurement to avoid competition. The documentation required of this process is minimal and includes only a determination that the price is fair and reasonable with a justification of how this determination was derived.

Small purchases: For securing services, equipment or specialized outside assistance estimated to cost between **\$2,500 and \$10,000**. The RPO will develop a scope of work and send this scope out to various qualified vendors or consultants and ask for a **written** bid. A list of pre-qualified consultants is available at CTDOT for the RPOs use. The use of this list is not required, but may be helpful to broaden out list of firms to respond. The RPO will review the bids and select the lowest responsive/responsible qualified bidder. If the RPO can show that the lowest bidder would not be able to perform all the duties requested for the bid amount, they may select the next lowest bidder.

Midsized purchases: For securing services, equipment or specialized outside assistance estimated to cost between **\$10,000 and \$50,000**. The RPO will develop a scope of work and send this scope out to various qualified vendors or consultants and ask for a **written** bid. This scope must be posted on their website. A list of pre-qualified consultants is available at CTDOT for the RPOs use. The use of this list is not required, but may be helpful to broaden out list of firms to respond. The RPO will review the bids and select the lowest responsive/responsible qualified bidder. If the RPO can show that the lowest

bidder would not be able to perform all the duties requested for the bid amount, they may select the next lowest bidder.

Purchases over \$50,000: For securing services, or specialized outside assistance estimated to cost over **\$50,000**, the RPO shall use the *CONSULTANT SELECTION, NEGOTIATION AND CONTRACT MONITORING PROCEDURES FOR MUNICIPALLY ADMINISTERED PROJECTS, Revised December 2011*. This document is available at the following link:

http://www.ct.gov/dot/lib/dot/documents/dconsultantpubs/Consultant_Selection_Guidelines_December_2011.pdf

Sole Source Procurements: For securing services, equipment or specialized outside assistance involving no competition. **All sole source procurements must be approved by the RPO Director and will require the prior approval of CTDOT and FHWA.**

The RPO will develop a scope of work including specific details concerning the unique circumstances which require the sole source procurement. Circumstances under which a contract may be awarded via sole source procurement are generally limited to the following:

- The item or service is available only from a single source and/or copyrighted material.
- A sole source has been authorized by the sponsoring agency.
- Competition has been determined inadequate, following the solicitation of a number of sources.
- The agency has established a “standardization program” for a specific product or methodology to address compatibility and servicing issues.

Procurement Summary For Direct Charge

Item/Service Purchased	Cost	Procurement Process Used
		Micro Purchase Small Purchase Midsize Purchase Sole Source Purchase over \$50,000

Prepared by: _____

Regional Approval: _____ Date: _____
RPO/Transportation Director

Please include a copy of the RPO's "Procurement Summary For Direct Charge" form when submitting an invoice for reimbursement.

Appendix 5-6

PART 18—UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS

Subpart C—Post-Award Requirements

§18.32 Equipment.

(a) Title. Subject to the obligations and conditions set forth in this section, title to equipment acquired under a grant or subgrant will vest upon acquisition in the grantee or subgrantee respectively.

(b) States. A State will use, manage, and dispose of equipment acquired under a grant by the State in accordance with State laws and procedures. Other grantees and subgrantees will follow paragraphs (c) through (e) of this section.

(c) Use. (1) Equipment shall be used by the grantee or subgrantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

(2) The grantee or subgrantee shall also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in §18.25(a) to earn program income, the grantee or subgrantee must not use equipment acquired with grant funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by Federal statute.

(4) When acquiring replacement equipment, the grantee or subgrantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the awarding agency.

(d) Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

Appendix 5-7

CTDOT'S TRAVEL POLICY FOR THE RPOS

Travel Request

- ▶ RPO must request in writing (email acceptable) and receive approval in writing (email acceptable) of any in state and out of state travel at least **two weeks** prior to the actual travel. Request must include:
 - ↗ Dates of travel
 - ↗ Purpose of travel
 - ↗ Relationship to the transportation planning process and the UPWP
 - ↗ Type of travel requested (air, train, rail etc.)
 - ↗ Other eligible travel expenses requested (lodging, meals, tolls, taxi, mileage etc.)

- ▶ **An excel sheet entitled RPO TRAVEL AUTHORIZATION REQUEST must be filled out and submitted along with any literature documenting the event.**

Travel Request Exemptions

- ▶ Regular mileage and/or transit fares for day to day travel within the state do not require preapproval.

Reimbursable expenses

Receipts must be submitted to obtain reimbursement.

An excel sheet entitled RPO TRAVEL ACTUAL EXPENSES FORM – TO BE COMPLETED UPON RETURN FOR REIMBURSEMENT must be filled out and submitted with the invoice for reimbursement.

- ▶ Travel by air, rail or bus
 - ↗ All travel shall only be authorized at the lowest reasonable rate

- ▶ Travel by Car - mileage
 - ↗ Mileage reimbursement shall be at the prevailing rate authorized by the Commissioner of Administrative Services with the approval of the Secretary of the Office of Policy and Management.
 - ↗ Mileage rate as of **February 11, 2016** is **53.5 cents per mile**

- ▶ Parking charges and toll charges
- ▶ Vehicle rentals shall be justified and approved in advance
- ▶ Meals

- In State meals are reimbursable if there are justifiable circumstances that warrant reimbursement and approved in advance. **Meals incurred during your normal work hours are not reimbursable.**
- Out of state meals will be reimbursed in accordance with the rates authorized by the Commissioner of Administrative Services with the approval of the Secretary of the Office of Policy and Management.
- Current state meal maximum allowable rates ** as of September 2016 are:
 - ▼ Breakfast \$11
 - ▼ Lunch \$15
 - ▼ Dinner \$26
 - ▼ Gratuities on meals - 15% maximum
 - ▼ Taxes on meals –actual expense

The sales tax on meals can be obtained from The Sales Tax Clearing House, a website that lists the state and city tax rates on meals. On this website the City and the State can be entered in “Lookup” to obtain the meal tax rate to use to calculate the reimbursement amounts for meals when preparing travel authorization requests. The following are links to this website:

[theSTC - State Sales Tax Rates](#)

** RPO policy on meal rates will take precedent over the state meal rates if below the current state meal rate.

- Out of state meals are reimbursed according to the following time schedule:

DEPARTURE- EMPLOYEE MUST DEPART FROM HOME OR OFFICIAL DUTY STATION:	TO BE ENTITLED TO REIMBURSEMENT FOR:		
BEFORE 7:00 A.M.	BREAKFAST	LUNCH	DINNER
BEFORE 11:00 A.M.		LUNCH	DINNER
BEFORE 5:00 P.M.			DINNER

RETURN - EMPLOYEE MUST RETURN HOME OR OFFICIAL DUTY STATION:	TO BE ENTITLED TO REIMBURSEMENT FOR:		
AFTER 9:00 A.M.	BREAKFAST		
AFTER 2:00 P.M.	BREAKFAST	LUNCH	
AFTER 7:00 P.M.	BREAKFAST	LUNCH	DINNER

➤ **Lodging**

- When overnight accommodations are required to conduct official business
- Taxes on lodging, hotel fees and gratuities are reimbursable

↗ Request Government rate when available

- ▶ Telephone and other necessary expenses
 - ↗ Charges for telephone calls made for official business and internet fees if business related may be reimbursed provided that proper documentation is maintained involving the number of such calls and to whom the calls were made.
 - ↗ Other necessary business expenses, including but not limited to, photocopies, typing, facsimiles and overnight letter are reimbursable if properly documented.
- ▶ Conferences, workshops and seminars
 - ↗ Prior approval required
 - ↗ **Literature published by the sponsoring organization including pertinent dates and expenses should accompany the request.**
- ▶ The CTDOT reserves the right to deny any costs it deems unnecessary and/or unreasonable.

Blanket Travel Authorization

A blanket travel authorization has been developed to assist the RPOs who may need to travel for **same-day, out of state travel** related to transportation planning activities associated with current, approved Unified Planning Work Program tasks.

This blanket travel authorization helps to provide the regions with flexibility to attend regular or intermittent meetings as well as training without requiring advance approval for every occasion and is particularly useful for ensuring that travel costs remain eligible for reimbursement. **These authorizations will not cover travel with registration or similar fees (i.e. meals).**

The attached template below should be used in making these requests. Blanket travel requests should be submitted via email to your RPO Coordinator from the executive director, transportation director or the fiscal manager. The Executive Director, Transportation Director or fiscal manager will receive an email response back from the RPO Coordinator.

A new Blanket Travel Authorization form will need to be completed each time a new UPWP is developed.

RPO Blanket Travel Authorization

Regional Planning Organization (RPO): _____
UPWP fiscal years: _____
Agreement No. _____

Signature Executive Director, Transportation Director
or Fiscal Manager: _____
Request Date: _____



Applicable Travel

This blanket travel authorization is pertinent to same-day out of state travel for purposes of executing regional transportation planning activities, including related training, as defined in and/or relevant to the current, approved unified planning work program of this RPO.

Geographic Limits

Such authorization will be limited to the New England states, New York and New Jersey

Personnel

Such authorization will be limited to staff on the payroll of this RPO at the time of the travel and assumes that standard business protocol of the RPO for internal approval of such travel has been followed.

This blanket travel authorization is *not applicable* to:

- 1) same-day travel requiring a registration fee or other similar expense (i.e. meals)**
- 2) activities requiring overnight accommodations**

Requests for Reimbursement

The RPO understands that all procedures related to requests for reimbursement must be followed in order to obtain payment for travel costs (mileage or transit fare). Additionally, the RPO is responsible for maintaining costs within available budgets. Any payments for such expenses will be subject to available RPO planning fund budgets at the time of billing. The RPO will provide receipts, as appropriate, and reasonably document the travel on the invoice in a manner that provides a clear description of the travel in order to identify the relationship to the current, approved transportation planning tasks under the work program. All terms and conditions included in the planning agreement between the RPO and CTDOT shall be applicable to this travel authorization and any subsequent payments for such travel.

Signature of CTDOT RPO
Coordinator: _____

Authorization Granted: YES NO

Process Date: _____

TRAVEL AUTHORIZATION REQUEST

RPO requesting travel:	
RPO staff traveling:	
Purpose of travel:	
Date Range	
City, State	

Travel by: Car air rail bus

Dates of travel:	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	
time of departure								time of return
								Total

		Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Total	
TRAVEL	Meals								0	Please refer to travel policy for eligible meals - include taxes and gratuities
	Mileage								0	
	Air Fare								0	
	Rail fare								0	
	Bus fare								0	include taxes and hotel fees
	Lodging								0	
	Phone								0	
	Other business expenses								0	Should be itemized below
	Registration fee								0	
	Parking fees								0	
Tolls								0		
Total								<u>0</u>		

Check what meals you are requesting per day:

MEALS	BREAKFAST	LUNCH	DINNER
Day 1			
Day 2			
Day 3			
Day 4			
Day 5			
Day 6			
Day 7			

Other Business expenses

RPO TRAVEL ACTUAL EXPENSE FORM - TO BE COMPLETED UPON RETURN FOR REIMBURSEMENT

RPO Requesting Travel: _____ RPO Staff Traveling: _____

Purpose of travel: _____ Relationship to the UPWP: _____

Date Range: _____ City, State: _____

Travel by: _____ Car _____ Air _____ Train _____ Bus

Time of Departure _____ Time of Return _____

	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Total
Dates of travel:								
Meals								0
Mileage								0
Air Fare								0
Rail fare								0
Bus fare								0
Lodging								0
Phone								0
Other Business Expenses								0
Registration fee								0
Parking fees								0
Taxi/Shuttle fee								0
Tolls								0
Total	0	0	0	0	0	0	0	0

Please refer to travel policy for eligible meals - include taxes and gratuities. Do not include any meals included in conference.

Include taxes and hotel fees

Should be itemized below

Current Mileage Rate
0.555

Itemize what meals you are requesting per day:

Meals	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
Breakfast							
Lunch							
Dinner							
Total	0	0	0	0	0	0	0

Other Business Expenses	Item/Purpose/Cost

Additional itemized information may be requested if needed.

Region Approval: _____

PLEASE SUBMIT LABELED RECEIPTS FOR REIMBURSEMENT

Appendix 6-1

Metropolitan Transportation Plan (MTP) Review Checklist

MPO _____

Document Reviewed _____ **Date of MTP** _____

Consolidated Review? _____ **Covering State** _____ through _____

RPO Coordinator _____ **Fiscal Years** _____

Comments are provided for any noted errors/omissions or required corrections, clarifications or additional information needs.

A "YES" indicates that an item was addressed adequately. Additional notation or suggestion for improvement may be provided (refer to comments section).

A "NO" indicates that an item was not addressed adequately or clarification is required and additional notation or suggestion for improvement has been provided (refer to comments section).

A "N/A" indicates that an item was not applicable and requires no further follow up.

A "ReqFlwUp" indicates that the reviewer has not completed his/her determination on the adequacy of the discussion - requires follow up (refer to comments section).

A. Cover / Introduction			
1.	Author and Recognition	Does the plan include a clear "prepared by" statement and further indicate "in cooperation with the Connecticut Department of Transportation, U.S. Department of Transportation's Federal Highway Administration and the Federal Transit Administration".	___
2.	Federal Requirements	Does the plan identify to the layperson the purpose of the plan, including reference the federal code requiring its preparation? (23 CFR Part 450§324) The statement should explain the purpose and need for the document, its intended use and relation to the planning process.	___
3.	MPO	Does the plan clearly describe the MPO, including its boundaries, to adequately provide the layperson with information on how the MPO relates to the federal requirements for a regional LRP?	___
4.	Locational Map	Does the plan provide a map of the region, identifying its relative location within the State, member municipalities, and bordering regions, municipalities, or states?	___
5.	Major Transportation System Components Map	Does the plan provide a map of the region, identifying major transportation system components within the MPOs boundaries or of interest nearby?	___
6.	Prior Document Reference	Does the plan identify, by title and web link, if available, the previous MTP being updated through this process for easy reference and comparison?	___
7.	Term of Document	Does the plan clearly indicate the term of the document, including the forecasted air quality conformity? This should be referenced as a 20 year planning horizon from the effective date of the transportation plan. In nonattainment and maintenance areas, the effective date of the transportation plan shall be the date of a conformity determination issued by the FHWA and the FTA. In attainment areas, the effective date of the transportation plan shall be its date of adoption by the MPO. (23 CFR Part 450§324(a))	___
8.	Document Version and Date	Does the plan clearly indicate the version (preliminary draft, draft, revised/interim draft, proposed final or final) being submitted with a date to discern between revisions? The plan should not be labeled "final" until all agency reviews have been completed and comments provided to the RPO. (23 CFR Part 450§324(c))	___
9.	Process Reminder(s)	The MPO may revise the transportation plan at any time using the procedures in 23 CFR Part 450§324 without a requirement to extend the horizon year. (23 CFR Part 450§324(c)) The transportation plan (and any revisions) shall be approved by the MPO and submitted for information purposes to the Governor. Copies of any updated or revised transportation plans must be provided to the FHWA and the FTA. Copies to the CT DOT and CT OPM are also necessary. (23 CFR	---

Section Comments

B. Transportation Discussion Points

4.	Issues and Deficiencies	Does the plan identify the transportation issues and deficiencies in the region that are intended to be addressed via the implementation of the plan?	___
5.	Long-Range Strategies/Actions	Does the plan include <i>long-range</i> strategies/actions to provide for the development of an integrated multimodal transportation system (including accessible pedestrian walkways and bicycle transportation facilities) to facilitate the safe and efficient movement of people and goods in addressing current and future transportation demand. (23 CFR Part 450§324(b))	___
6.	Short-Range Strategies/Actions	Does the plan include <i>short-range</i> strategies/actions to provide for the development of an integrated multimodal transportation system (including accessible pedestrian walkways and bicycle transportation facilities) to facilitate the safe and efficient movement of people and goods in addressing current and future transportation demand. (23 CFR Part 450§324(b))	___
5.	Air Quality Conformity	Does the plan include a discussion regarding how, in metropolitan areas that are in nonattainment for ozone or carbon monoxide, the MPO coordinated the development of the metropolitan transportation plan with the process for developing transportation control measures (TCMs) in a State Implementation Plan (SIP)? (23 CFR Part 450§324(d))	___
9.	Projected Transportation Demand	Does the plan identify the projected transportation demand of persons and goods in the metropolitan planning area over the period of the transportation plan? (23 CFR Part 450§324(f)(1))	___
10.	Existing Transportation Facilities	Does the plan identify the <i>existing</i> transportation facilities? The discussion should highlight facilities including major roadways, transit, multimodal and intermodal facilities, pedestrian walkways and bicycle facilities, and intermodal connectors that should function as an integrated metropolitan transportation system. Emphasis should be clearly given to those facilities that serve important national and regional transportation functions over the period of the transportation plan. (23 CFR Part 450§324(f)(2))	___
11.	Proposed Transportation Facilities	Does the plan identify the <i>proposed</i> transportation facilities? The discussion should highlight facilities including major roadways, transit, multimodal and intermodal facilities, pedestrian walkways and bicycle facilities, and intermodal connectors that should function as an integrated metropolitan transportation system. Emphasis should be clearly given to those facilities that serve important national and regional transportation functions over the period of the transportation plan. (23 CFR Part 450§324(f)(2))	___
12.	Performance Measures and performance targets	Does the plan include a description of the performance measures and performance targets used in assessing the performance of the transportation system in accordance with §450.306 (d), including Progress achieved by the metropolitan planning organization in meeting the performance targets in comparison with system performance recorded in previous reports, including baseline data; and for metropolitan planning organizations that voluntarily elect to develop multiple scenarios, an analysis of how the preferred scenario has improved the conditions and performance of the transportation system and how changes in local policies and investments have impacted the costs necessary to achieve the identified performance targets. (23 CFR Part 450§3223f)(3-4))	___
13.	Operation and Management Strategies	Does the plan identify operational and management strategies to improve the performance of existing transportation facilities to relieve vehicular congestion and maximize the safety and mobility of people and goods? (23 CFR Part 450§324(f)(5))	___
14.	Congestion Management Process	Does the plan discuss and indicate that consideration was given to the results of the congestion management process, including single occupancy vehicle projects in TMAs that are nonattainment for ozone or carbon monoxide? (23 CFR Part 450§324(f)(6))	___

- | | | |
|---|--|-------|
| 15. Capital Investment/ Strategies – Preservation of Existing and Future Infrastructure | Does the plan provide an assessment of capital investment and other strategies in an effort to preserve the <i>existing</i> and <i>projected future</i> metropolitan transportation infrastructure? The metropolitan transportation plan may consider projects and strategies that address areas or corridors where current or projected congestion threatens the efficient functioning of key elements of the metropolitan area's transportation system. (23 CFR Part 450§324(f)(7)) | _____ |
| 16. Capital Investment/ Strategies – Provision of Multimodal Capacity | Does the plan provide an assessment of capital investment and other strategies in an effort to provide for multimodal capacity increases based on regional priorities and needs, and reduce the vulnerability of the existing transportation infrastructure to natural disasters. ? The metropolitan transportation plan may consider projects and strategies that address areas or corridors where current or projected congestion threatens the efficient functioning of key elements of the metropolitan area's transportation system. (23 CFR Part 450§324(f)(7)) | _____ |
| 17. Level of Detail – Existing Facilities | Does the plan identify the design concept and design scope descriptions of all <i>existing</i> transportation facilities in sufficient detail, regardless of funding source? This is pertinent to nonattainment and maintenance areas for conformity determinations under the EPA's transportation conformity rule (40 CFR Part 93). (23 CFR Part 450§324(f)(9)) | _____ |
| 18. Level of Detail – Proposed Facilities | Does the plan identify the design concept and design scope descriptions of all <i>proposed</i> transportation facilities in sufficient detail, regardless of funding source? This is pertinent to nonattainment and maintenance areas for conformity determinations under the EPA's transportation conformity rule (40 CFR Part 93). In all areas (regardless of air quality designation), all proposed improvements should be described in sufficient detail to develop cost estimates. (23 CFR Part 450§324(f)(9)) | _____ |
| 19. Environmental Mitigation | Does the plan include a discussion of types of potential environmental mitigation activities and potential areas to carry out these activities? The discussion should include activities that may have the greatest potential to restore and maintain the environmental functions affected by the metropolitan transportation plan. The discussion may focus on policies, programs, or strategies, rather than at the project level. The discussion should be developed in consultation with federal, State, and Tribal land management, wildlife, and regulatory agencies. The MPO may establish reasonable timeframes for performing this consultation. (23 CFR Part 450§324(f)(10)) | _____ |
| 20. Pedestrian and Bicycle Facilities | Does the plan identify pedestrian walkway and bicycle transportation facilities in accordance with 23 U.S.C. 217(g)? (23 CFR Part 450§324(f)(12)) | _____ |
| 21. Transportation and Transit Enhancement Activities | Does the plan identify transportation and transit enhancement activities, , including consideration of the role that intercity buses may play in reducing congestion , pollution, and energy consumption in a cost-effective manner and strategies and investments that preserve and enhance intercity bus systems, including systems that are privately owned and operated, and including transportation alternatives, as defined in 23 U.S.C. 101(a) , and associated transit improvements, as described in 49 U.S.C. 5302(a) , as appropriate? (23 CFR Part 450§324(f)(8)) | _____ |
| 22. Highway Safety | Does the plan include a safety element that incorporates or summarizes the priorities, goals, countermeasures, or projects for the MPO contained in the Strategic Highway Safety Plan required under 23 U.S.C. 148 and the Public Transportation Agency Safety Plan required under 49 U.S.C. 5329(d)? (23 CFR Part 450§324(h)) | _____ |
| 23. Emergency Relief and Disaster Preparedness | Does the plan include a safety element that incorporates or summarizes the priorities, goals, countermeasures, or projects for the MPO addressing (as appropriate) emergency relief and disaster preparedness plans? (23 CFR Part 450§324(h)) | _____ |
| 24. Homeland Security | Does the plan include a safety element that incorporates or summarizes the priorities, goals, countermeasures, or projects for the MPO addressing (as appropriate) strategies and policies that support homeland security and safeguard the personal security of all motorized and non-motorized users? (23 CFR Part 450§324(h)) | _____ |

25.	Process Reminder(s)	In nonattainment and maintenance areas for transportation-related pollutants, the MPO, as well as the FHWA and the FTA, must make a conformity determination on any updated or amended transportation plan in accordance with the Clean Air Act and the EPA transportation conformity regulations (40 CFR part 93). During a conformity lapse, MPOs can prepare an interim metropolitan transportation plan as a basis for advancing projects that are eligible to proceed under a conformity lapse. An interim metropolitan transportation plan consisting of eligible projects from, or consistent with, the most recent conforming transportation plan and TIP may proceed immediately without revisiting the requirements of this section, subject to interagency consultation defined in 40 CFR part 93. An interim metropolitan transportation plan containing eligible projects that are not from, or consistent with, the most recent conforming transportation plan and TIP must meet all the requirements of this section. (23 CFR Part 450§324(m))	---
Section Comments			
C. Financial Plan			
1.	General	Does the plan include a financial plan that demonstrates how the adopted MTP can be implemented? (23 CFR Part 450§324(f)(11))	___
2.	Operation and Maintenance	Does the plan, for purposes of transportation system operations and maintenance, contain system-level estimates of costs and revenue sources that are reasonably expected to be available to adequately operate and maintain Federal-aid highways (as defined by 23 U.S.C. 101(a)(5)) and public transportation (as defined by title 49 U.S.C. Chapter 53)? (23 CFR Part 450§324(f)(11)(i))	___
3.	Estimates of Funding for Implementation	Does the plan identify estimates of funding available to support metropolitan transportation plan implementation, as required under §450.314(a) that were cooperatively development with the MPO, public transportation operator(s), and State? All necessary financial resources from public and private sources that are reasonably expected to be made available to carry out the transportation plan should be identified. (23 CFR Part 450§324(f)(11)(ii))	___
4.	Recommendations of Financing Strategies	Does the plan include recommendations on any additional financing strategies to fund projects and programs included in the metropolitan transportation plan? In the case of new funding sources, strategies for ensuring their availability should be identified. (23 CFR Part 450§324(f)(11)(iii))	___
5.	Complete Project Listing	Does the plan take into account all projects and strategies proposed for funding under title 23 U.S.C., title 49 U.S.C. Chapter 53 or with other Federal funds; State assistance; local sources; and private participation? Revenue and cost estimates that support the metropolitan transportation plan must use an inflation rate(s) to reflect "year of expenditure dollars," based on reasonable financial principles and information, developed cooperatively by the MPO, State(s), and public transportation operator(s). (23 CFR Part 450§324(f)(11)(iv))	___
6.	Future Funding Sources	Does the plan identify the future funding source(s) reasonably expected to be available to support the projected cost ranges/cost bands? For the outer years of the metropolitan transportation plan (i.e. , beyond the first 10 years), the financial plan may reflect aggregate cost ranges/cost bands. (23 CFR Part 450§324(f)(11)(v))	___
7.	Transportation Control Measures	Does the plan, for nonattainment and maintenance areas, address the specific financial strategies required to ensure the implementation of Transportation Control Measures (TCMs) in the applicable State Implementation Plan (SIP)? (23 CFR Part 450§324(f)(11)(vi))	___
8.	Illustrative Project Listing	Does the plan, for illustrative purposes, identify the financial plan may (but is not required to) include additional projects that would be included in the adopted transportation plan if additional resources beyond those identified in the financial plan were to become available. A State or MPO is not required to select any project from the illustrative list of additional projects. (23 CFR Part 450§324(f)(11)(vii))	___
9.	Loss of Major	Does the plan, in cases that the FHWA and the FTA find a metropolitan transportation plan to be	N/A

	Revenue Source	fiscally constrained and a revenue source is subsequently removed or substantially reduced (i.e., by legislative or administrative actions), reflect the changed revenue situation. (23 CFR Part 450§324(f)(11)(viii))	
10.	Process Reminder(s)	A State or MPO shall not be required to select any project from the illustrative list of additional projects included in the financial plan under 23 CFR Part 450§322(f)(10). (23 CFR Part 450§322(k))	---
Section Comments			
D. Public Outreach and Consultation			
1.	Land Use Management	Did the MPO, in development of the plan, consult with State and local agencies responsible for land use management? The consultation shall involve, as appropriate: (1) Comparison of transportation plans with State conservation plans or maps, if available; or (2) Comparison of transportation plans to inventories of natural or historic resources, if available. (23 CFR Part 450§324(g))	___
2.	Natural Resources	Did the MPO, in development of the plan, consult with State and local agencies responsible for natural resources? The consultation shall involve, as appropriate: (1) Comparison of transportation plans with State conservation plans or maps, if available; or (2) Comparison of transportation plans to inventories of natural or historic resources, if available. (23 CFR Part 450§324(g))	___
3.	Environmental Protection	Did the MPO, in development of the plan, consult with State and local agencies responsible for environmental protection? The consultation shall involve, as appropriate: (1) Comparison of transportation plans with State conservation plans or maps, if available; or (2) Comparison of transportation plans to inventories of natural or historic resources, if available. (23 CFR Part 450§324(g))	___
4.	Conservation	Did the MPO, in development of the plan, consult with State and local agencies responsible for conservation? The consultation shall involve, as appropriate: (1) Comparison of transportation plans with State conservation plans or maps, if available; or (2) Comparison of transportation plans to inventories of natural or historic resources, if available. (23 CFR Part 450§324(g))	___
5.	Historic Preservation	Did the MPO, in development of the plan, consult with State and local agencies responsible for historic preservation? The consultation shall involve, as appropriate: (1) Comparison of transportation plans with State conservation plans or maps, if available; or (2) Comparison of transportation plans to inventories of natural or historic resources, if available. (23 CFR Part 450§324(g))	___
6.	Data Analyses and Validation	Does the plan include data analyses based on the latest available estimates and assumptions for population, land use, travel, employment, congestion, and economic vitality? The MPO should coordinate with the State and public transportation providers to validate data utilized in preparing other existing modal plans for providing input to the transportation plan. (23 CFR Part 450§324(e))	___
7.	Timeline	Does the plan identify the timeline for the plan's public outreach and comment periods?	___
8.	Public Outreach	Does the plan identify the process followed for the plan's public outreach and comment periods? The metropolitan transportation plan shall be published or otherwise made readily available by the MPO for public review, including (to the maximum extent practicable) in electronically accessible formats and means, such as the World Wide Web.	___
9.	Public Comments	Does the plan indicate that/how citizens, affected public agencies, representatives of public transportation employees, freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled, and other interested parties were provided a reasonable opportunity to comment on the transportation plan using the participation plan developed under §450.316(a)? (23 CFR Part 450§32 4(j))	___

10.	Response to Public Comment	Does the plan identify how the comments of the public were incorporated or responded to during the plan development?	___
Section Comments			
1.			___
2.			___
3.			___
4.			___
5.			___
6.			___
7.			___
8.			___
9.			___
10.			
E. Plan Target Dates			
5.	Project Listing for Air Quality Conformity	Did the MPO submit a draft listing of projects to the Department for air quality conformity? <i>Submitted</i>	___
6.	Projects of Regional/Statewide Significance	Did the MPO include the Department-recommended listing of regional/statewide significant projects in its plan?	___
7.	Public Review	Did the MPO hold a 30-day public review of the final plan and the air quality conformity resolution?	YES
8.	MPO Endorsement	Did the MPO endorse the final plan and the air quality conformity report(s) for transmittal to FHWA?	ReqFilwUp
Section Comments			
F. Plan Copies			
1.	Draft Plan – CT DOT	Has the Department’s RPO Coordinator received one hard copy and one digital copy of the draft MTP?	___
2.	Draft Plan – CT OPM	Has the State’s Office of Policy and Management received a copy of the draft MTP? Attention: Mr. Daniel Morley	___
3.	Draft Plan – FHWA	Has the Federal Highway Administration received a copy of the draft MTP? Attention: Ms. Eloise Powell	___
4.	Draft Plan – FTA	Has the Federal Transit Administration received a copy of the draft MTP? Attention: Ms. Leah S <i>Unknown</i>	___
5.	Approved Plan	Has the Department’s RPO Coordinator received five hard copies and one digital copy of the fully coordinated and MPO approved MTP, including the federally approved air quality conformity?	ReqFilwUp

Transmittal of endorsed resolutions for plan, ozone and PM2.5 air quality conformities should be received as well.

Section Comments

G. Reviewer Signatures

Additional Comments

RPO Coordinator

Date

Unit Supervisor

Date

FHWA Representative

Date

FTA Representative

Date

Appendix 7-1

Transportation Improvement Program (TIP) Statewide Transportation Improvement Program (STIP) Administrative Action/Amendment/Notification Process

(October 2010, Revised)

Developed in Coordination with:
Connecticut Department of Transportation (CTDOT),
Federal Highway Administration (FHWA) and Federal Transit Administration (FTA)

Introduction

This document has been developed to outline the process the CTDOT uses in securing amendment and action approvals for the STIP. It outlines the roles of the CTDOT, FHWA, FTA, the Metropolitan Transportation Planning Organizations (MPOs) and the Rural Regional Planning Organizations (Rural RPOs). It reflects federal regulations and CTDOT procedures. All comments received on this process will be evaluated for consistency and the process will be modified as required. This process does not preempt the MPOs or Rural RPOs from following a more restrictive approval process.

Previously Obligated Projects

The CTDOT's practice is to set aside \$40 million in the STIP for cost increases on previously obligated FHWA funded projects. The set aside estimate is monitored and reflected in the Summary Tables submitted with a STIP Amendment to FHWA/FTA.

The CTDOT will issue the annual listing of obligated highway and transit projects to each MPO and Rural RPO, as per 23 CFR 450.332, within 90 days following the end of the Federal Fiscal year. This report will be posted to the CTDOT website at the following location: www.ct.gov/dot, select publications and select plans.

Projects Not Yet Obligated

A. Project Review and TIP/STIP Modification Proposals

TIP/STIP modifications may be initiated in one of three ways outlined below:

1. The CTDOT's Bureau of Engineering and Construction holds **monthly** project status meetings to review project delivery timetables and to assess STIP modifications as needed. At these meetings, project managers are required to discuss schedule and cost modifications to their projects. Project managers and engineers from the Bureau of Engineering and Construction also coordinate regularly with the Office of Capital Services Programming and Scheduling, Bureau of Finance and Administration, to ensure that all projects are properly reflected in the STIP.

After these meetings, a review of projects that may require administrative actions, amendments or notifications is conducted by the Capital Services office. Those projects requiring a change, a TIP Action or Amendment form is completed and both the request and the form will be sent to the CTDOT's Bureau of Policy and Planning for processing.

2. The CTDOT's Bureau of Finance and Administration holds transit capital meetings to review project delivery timetables and to assess STIP modifications as needed. At these meetings, project managers are required to discuss schedule and cost modifications to their projects. Designated FTA grant recipients also coordinate regularly with the Office of Capital Services Programming and Scheduling, Bureau of Finance and Administration, to ensure that all projects are properly reflected in the STIP.

After these meetings, a review of projects that may require administrative actions, amendments or notifications is conducted by the Capital Services office. Those projects requiring a change, a TIP Action or Amendment form is completed and both the request and the form will be sent to the CTDOT's Bureau of Policy and Planning for processing.

3. If a Metropolitan Planning Organization (MPO) would like to modify an existing project in their TIP, the MPO will coordinate this activity with STIP unit staff. The STIP unit staff will review the draft TIP action to verify DOT and the MPO are in agreement with the change and will verify adequate funds are available from the Bureau of Finance and Administration. Once those two matters are confirmed, the MPO can provide their approval.

In all cases, if the request is for a new project or a project with significant change in scope, the project is reviewed by the Office of Travel Demand/Air Quality Modeling Unit to determine Air Quality Conformity. The Interagency Consultation Process will be followed.

The STIP unit will email these actions/amendments/notifications out to the MPO's and the Rural RPO's Director and Transportation Planning staff in a timely fashion and provide available project information and justifications for MPO and Rural RPO review and approval. Questions on these actions/amendments/notifications will be addressed through the Field Coordination unit.

B. TIP/STIP Modification Procedures

1. CTDOT Review of Project Modification Requests

When a request for a project modification is received, the Bureau of Policy and Planning reviews the existing STIP and any outstanding administrative action/ amendment requests that have already gone out and conducts a "review of the three rules" below.

- **Air Quality Conformity Impacts**

All TIP/STIP project modifications and new project proposals will be reviewed for Air Quality Conformity by the TD/AQ unit as addressed in the Interagency Consultation Process report.

If a proposed TIP/STIP project modification or a request to add a new project to the TIP/STIP **impacts** the Air Quality Conformity Determination or if there is a rescheduling of air quality sensitive projects, a new conformity determination is required along with a full STIP amendment and/or an amendment to the Regional Transportation Plan. The

Interagency Consultation Process will be followed. The letter transmitting these projects to FHWA/FTA for their approval will reflect the MPOs approval of this new conformity determination.

If a proposed TIP/STIP project modification or request to add a new project **does not** affect Air Quality Conformity, CTDOT's letter to FHWA/FTA shall explicitly state that the original TIP conformity determination still applies.

- **Intent and Limits of the Project**

The "intent and limits" of the project includes – location, termini and purpose. Should the "intent and limits" change substantially from the original request and what was originally presented to the public, a TIP amendment will be requested to reflect the change and impacts to Air Quality conformity will be reviewed. Such examples could include extending the limits of a project, the addition of lanes or otherwise changing the intent of the project. However, the cost increase due to the removal of unexpected rock from a roadway reconstruction project **does not** require an amendment so long as the length and width (number of lanes and shoulders) remains the same. An Action may be needed and will be addressed according to Table 1: TIP/STIP Administrative Action/Amendment/Notification Criteria.

- **Fiscal Constraint Impact**

Fiscal constraint is reviewed during the TIP/STIP modification process. When all modifications are made to the existing STIP and an updated STIP is developed, the Bureau of Policy and Planning will review fiscal constraint by developing financial summary sheets on the current updated STIP. This review includes calculating the percentage of the cost increases for all projects as a whole in the TIP/STIP. Fiscal constraint is determined by comparing current available funds to the projects listed in the STIP. If the STIP is determined to exceed available funding, STIP modifications in process will be placed on hold until additional STIP modifications are processed to bring the STIP into fiscal constraint.

2. **Determination of Administrative Action Versus Amendment versus Notification to MPO and Rural RPO**

After consideration of the Air Quality conformity impacts, the intent and limits of the project and the fiscal constraint impacts, the appropriate administrative action, amendment, or notification is forwarded to the MPO or Rural RPO by the STIP unit or the project proponent/recipient based upon the information below.

- a. **A request for an administrative action is forwarded to the MPO or the Rural RPO by the STIP unit or the project proponent/recipient if any of the following applies:**

- A project schedule moves an FHWA funded project to another year within the STIP
- A FHWA funded project cost increases as described in Table 1: TIP/STIP Administrative Action/Amendment/Notification Criteria
- There is a change in the project's funding source
- A Right of Way (ROW) phase may be added to a project by administrative action if the need for a small ROW acquisition is discovered during construction.

- A FTA funded project exceeds the TIP/STIP total FTA programmed amount by more than 10 percent but less than 20 percent
 - A FTA funded project needs to be moved between any of the first 3 years of the current TIP/STIP or advanced from the previous TIP/STIP if the project was listed in the last 'active' year of the prior TIP/STIP
- b. A request for an amendment is forwarded to the MPO or the Rural RPO by the STIP unit or the project proponent/recipient if any of the following applies:**
- A new project needs to be added to the STIP
 - A project is being cancelled and needs to be deleted from STIP
 - A project is being moved out beyond the life of the STIP (into FYI)
 - A FHWA funded project cost increases as described in Table 1: TIP/STIP Administrative Action/Amendment/Notification Criteria
 - There is a substantial change in the intent and/or project limits on a project in the STIP
 - A FTA funded project is being moved from year 4 into year 1 or 2 of the current TIP/STIP
 - A FTA funded project exceeds the TIP/STIP total programmed amount by more than 20 percent
- c. A notification by email is forwarded to the MPO or the Rural RPO by the STIP unit if any of the following applies:**
- A Bridge project included in the Bridge List that is on the national highway system and is projected to cost over \$5m is added as separate line item in STIP.
 - A Safety project included in the Safety List that is projected to cost over \$5m is added as separate line item in STIP.
 - Addition of an Advanced Construction (AC) entry only, with no other changes to existing STIP entries.
 - A FHWA funded project cost increases as described in Table 1: TIP/STIP Administrative Action/Amendment/Notification Criteria.
 - An emergency declaration project is being added or adjusted in the TIP/STIP.

C. STIP Amendment Submission to and Approval by Federal Agencies

Approved administrative actions are sent to FHWA and /or FTA approximately every 2 to 3 weeks.

Amendments and the updated STIP are sent to FHWA/FTA for review and approval every 2 to 3 months. A copy of the letter(s) requesting STIP amendment approval, along with the list of amendments and the financial tables will also be sent to each MPO and Rural RPO.

If the amendment contains both highway and transit project modifications, CTDOT will send FHWA and FTA separate letters asking for endorsement. FHWA and FTA will review their portion of the proposed STIP amendment and issue a separate letter of approval for the STIP amendment. All efforts are made to complete this process within 2 weeks of receipt of the STIP amendment and all necessary backup materials.

CTDOT will notify the MPOs and the Rural RPOs via e-mail, with a cc to FHWA/FTA each time the updated STIP is available on the web. This notification will include a web address link to the updated STIP and copies of the FHWA and FTA approval letters.

Note 1

FTA Section 5309 Discretionary Funds/Section 3037 Access to Jobs or any other Congressional Earmarks (only funds that have a specific earmark, i.e., committed by Congress) may be programmed in year 1 or 2 of the TIP/STIP. Discretionary funds that are “reasonably expected to become available” may be programmed in year 3 and then moved into years 1 and 2 by administrative action when the Congressional appropriation becomes available.

TABLE 1
TIP/STIP Administrative Action/Amendment/Notification Criteria

Type of Change	Responsibility		
	CTDOT (Notify MPO/ Rural RPO)	RPO Director (Action)	RPO Board (Amendment)
<i>Adding/Deleting Projects</i>			
Project Deleted in Entirety			X
New Project Added			X
<i>Changes to Scope</i>			
Breakout Project		X	
Addition of Phase		X	
Deletion of Phase		X	
Addition of AC entry for funding purposes	X		
Intent and Limits			X
<i>Changes to Schedule</i>			
FHWA Projects:			
Phase Moves Out 1+ Years		X	
Phase is Advanced 1+ Years		X	
FTA Projects:			
Move Between Yrs 1, 2 or 3		X	
Adv. from last active yr of Previous TIP/STIP		X	
Move from Year 4 into Yr 1 or 2			X
<i>Changes to Costs</i>			
FHWA Projects <\$1,000,000:			
0-19.9% & Any \$ Amount increase	X		
20-49.9% & increase up to \$199,999	X		
20-49.9% & increase \$200,000 & over		X	
Over 50% & increase up to \$249,999		X	
Over 50% & increase \$250,000 & over			X
FHWA Projects > \$1,000,000:			
0-19.9% & Any \$ Amount increase	X		
20-49.9% & Any \$ Amount increase		X	
Over 50% & Any \$ Amount increase			X
FTA Projects of Any \$ Amount:			
Increase >10% but <20%		X	
Increase >20%			X
<i>Changes in Funding Category</i>			
Any Program		X	
Changing to all state funds	X		
Adding an emergency declaration project to STIP	X		
Moving project from Bridge list into STIP under BRXZ	X		
Moving project from Safety list into STIP under HSIP	X		
Moving project from Bridge list or Safety list into STIP under different funding source		X	

Acronyms

AC	Advanced Construction
BRXZ	Highway Bridge Replacement and Rehabilitation Program
CTDOT	Connecticut Department of Transportation
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FYI	Future Year Investment
HSIP	Highway Safety Improvement Program
MPO	Metropolitan Planning Organization
ROW	Right of way
Rural RPO	Rural Regional Planning Organization
STIP	Statewide Transportation Improvement Program
TIP	Transportation Improvement Program

Advanced Construction definition - A project will be authorized by FHWA at a stated dollar amount. With the AC authorization mechanism, no real dollars are put behind the job at authorization. This authorization will allow a project to be advertised. At any time after authorization, financial transactions called AC conversions are done to put real money behind the project. This is reflected in the TIP/STIP as a zero dollar amount for the first entry (AC entry) and one or more conversion entries to portray the estimated cost of the project (AC conv).

Emergency Declaration definition – Whenever a state of emergency, as a result of a disaster, exists in the state or any part of the state, and is so declared to be under the provisions of any federal law or state statute, and the state highway system becomes damaged as a result of such disaster, or whenever the commissioner declares that an emergency condition exists on any highway in the state which demands immediate attention to insure the safety of the traveling public, whether or not such highway is damaged, the commissioner may, notwithstanding any other provision of the statutes, employ, in any manner, such assistance as he may require to restore said highway system to a condition which will provide safe travel or to correct the emergency condition so declared by the commissioner.

Appendix 8-1

The following project types are typically considered exempt from air quality conformity determinations.

Exempt Projects under 40 CFR 93.126 - (X6)

Safety

- Railroad/highway crossing
- Projects that correct, improve, or eliminate a hazardous location or feature
- Safer non-Federal-aid system roads
- Shoulder improvements
- Increasing sight distance
- Highway Safety Improvement Program implementation
- Traffic control devices and operating assistance other than signalization projects
- Railroad/highway crossing warning devices
- Guardrails, median barriers, crash cushions
- Pavement resurfacing and/or rehabilitation
- Pavement marking
- Emergency relief (23 U.S.C. 125)
- Fencing
- Skid treatments
- Safety roadside rest areas
- Adding medians
- Truck climbing lanes outside the urbanized area
- Lighting improvements
- Widening narrow pavements or reconstructing bridges (no additional travel lanes)
- Emergency truck pullovers

Air Quality

- Continuation of ride-sharing and van-pooling promotion activities at current levels

- Bicycle and pedestrian facilities

Mass Transit

- Operating assistance to transit agencies
- Purchase of support vehicles
- Rehabilitation of transit vehicles*
- Purchase of office, shop and operating equipment for existing facilities
- Purchase of operating equipment for vehicles (e.g. radios, fare boxes, lifts, etc.)
- Construction or renovation of power, signal and communications systems
- Construction of small passenger shelters and information kiosks
- Reconstruction or renovation of transit buildings and structures (e.g. rail or bus building storage and maintenance facilities, stations, terminals and ancillary structures)
- Rehabilitation or reconstructions of track structures, track and track bed in existing rights-of-way
- Purchase of new buses and rail cars to replace existing vehicles or for minor expansions of the fleet¹
- Construction of new bus or rail storage/maintenance facilities, categorically excluded in 23 CFR part 771

Other

- Specific activities which do not involve or lead directly to construction, such as:
 - Planning and technical studies
 - Grants for training and research programs
 - Planning activities conducted pursuant to titles 23 and 49 U.S.C.
 - Federal-aid systems revisions
- Engineering to assess social, economic and environmental effects of the proposed action or alternatives to that action

¹ In PM10 and PM 2.5 nonattainment or maintenance areas, such projects are exempt only if they are in compliance with control measures in the applicable implementation plan.

- Noise attenuation
- Emergency or hardship advance land acquisition (23 CFR 710.503)
- Acquisition of scenic easements
- Plantings, landscaping, etc.
 - Sign removal
- Directional and informational signs
- Transportation enhancement activities (except rehabilitation and operation of historic transportation buildings, structures, or facilities)
- Repair of damage caused by natural disasters, civil unrest, or terrorist acts, except projects involving substantial functional, locational or capacity changes

Projects Exempt From Regional Emissions Analyses² 40 CFR 93.127 - (X7)

- Intersection channelization projects
- Intersection signalization projects at individual intersections
- Interchange reconfiguration projects
- Changes in vertical and horizontal alignment
- Truck size and weight inspection stations
- Bus terminals and transfer points

Traffic Signal Synchronization Projects³ 40 CFR 93.128 - (X8)

Traffic signal synchronization projects may be approved, funded, and implemented without satisfying the requirements of this subpart. However, all subsequent regional emissions analyses required by §§93.118 and 93.119 for transportation plans, TIPs, or projects not from a conforming plan and TIP must include such regionally significant traffic signal synchronization projects.

² Action in this category are not exempt from regional emissions analysis if the MPO in consultation with other agencies and the FHWA or the FTA concur that it has potential regional impacts for any reason. 40 CFR 93.127

³ 40 CFR 93.128

Appendix 8-2

RESOLUTION ON CONFORMITY WITH THE CLEAN AIR ACT OZONE – GREATER CONNECTICUT

WHEREAS,

the **(MPO)** is required to submit an Air Quality Conformity Statement to the US Federal Highway Administration (FHWA) and to the US Environmental Protection Agency (EPA) in accordance with the final conformity rule promulgated by EPA (40 CFR 51 and 93) when adopting an annual Transportation Improvement Program or when effecting a significant revision of the Region's Transportation Plan; and

WHEREAS,

Title 42, Section 7506 (3) (A) states that conformity of transportation plans and programs will be demonstrated if:

1. the plans and programs are consistent with recent estimates of mobile source emissions;
2. the plans and programs provide for the expeditious implementation of certain transportation control measures;
3. the plans and programs contribute to annual emissions reductions consistent with the Clean Air Act of 1977, as amended; and

WHEREAS,

it is the opinion of the **(MPO)** that the plans and programs approved today, **(DATE OF MEETING)** and submitted to FHWA and EPA conform to the requirements of Title 42, Section 7506 (3) (A) as interpreted by EPA (40 CFR 51 and 93); and

WHEREAS,

The State of Connecticut has elected to assess conformity in the Greater Connecticut Ozone Marginal Nonattainment area (Litchfield, Hartford, Tolland, New London and Windham Counties) and the Connecticut Department of Transportation has jointly assessed the impact of all transportation plans and programs in these Nonattainment areas (Ozone Air Quality Conformity Report **(DATE)**); and

WHEREAS,

The Connecticut Department of Transportation's assessment (above) has found that plans and programs jointly meet mobile source emission's guidelines advanced by EPA pursuant to Section 7506 (3) (A).

Now, THEREFORE BE IT RESOLVED by the **(MPO)**

That the **(MPO)** finds that the **(DATE)** **(LRP)** and the **(DATE)** **(TIP)** and all Amendments conform to air quality requirements of the U.S. Environmental Protection Administration (40 CFR 51 and 93), related U.S. Department of Transportation guidelines (23 CFR 450) and with Title 42, Section 7506 (3) (A) and hereby approves the existing **(DATE)** Ozone Air Quality Conformity Determination contingent upon no major adverse comments are received during said period.

CERTIFICATE

The undersigned duly qualified and acting Secretary of the **(MPO)** certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the **(MPO)** on **(DATE)**.

DATE: _____

BY: _____

**RESOLUTION ON CONFORMITY WITH THE CLEAN AIR ACT
OZONE – NY-NJ-CT AREA**

WHEREAS,

the **(MPO)** is required to submit an Air Quality Conformity Statement to the US Federal Highway Administration (FHWA) and to the US Environmental Protection Agency (EPA) in accordance with the final conformity rule promulgated by EPA (40 CFR 51 and 93) when adopting an annual Transportation Improvement Program or when effecting a significant revision of the Region's Transportation Plan; and

WHEREAS,

Title 42, Section 7506 (3) (A) states that conformity of transportation plans and programs will be demonstrated if:

4. the plans and programs are consistent with recent estimates of mobile source emissions;
5. the plans and programs provide for the expeditious implementation of certain transportation control measures;
6. the plans and programs contribute to annual emissions reductions consistent with the Clean Air Act of 1977, as amended; and

WHEREAS,

it is the opinion of the **(MPO)** that the plans and programs approved today, **(DATE OF MEETING)** and submitted to FHWA and EPA conform to the requirements of Title 42, Section 7506 (3) (A) as interpreted by EPA (40 CFR 51 and 93); and

WHEREAS,

The State of Connecticut has elected to assess conformity in the Connecticut portion of the New York-Northern New Jersey-Long Island, NY-NJ-CT Ozone Marginal Nonattainment area (Fairfield, New Haven and Middlesex Counties) and the Connecticut Department of Transportation has jointly assessed the impact of all transportation plans and programs in these Nonattainment areas (Ozone Air Quality Conformity Report **(DATE)**); and

WHEREAS,

The Connecticut Department of Transportation's assessment (above) has found that plans and programs jointly meet mobile source emission's guidelines advanced by EPA pursuant to Section 7506 (3) (A).

Now, THEREFORE BE IT RESOLVED by the **(MPO)**

That the **(MPO)** finds that the **(DATE)** **(LRP)** and the **(DATE)** **(TIP)** and all Amendments conform to air quality requirements of the U.S. Environmental Protection Administration (40 CFR 51 and 93), related U.S. Department of Transportation guidelines (23 CFR 450) and with Title 42, Section 7506 (3) (A) and hereby approves the existing **(DATE)** Ozone Air Quality Conformity Determination contingent upon no major adverse comments are received during said period.

CERTIFICATE

The undersigned duly qualified and acting Secretary of the **(MPO)** certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the **(MPO)** on **(DATE)**.

DATE: _____

BY: _____

**RESOLUTION ON CONFORMITY WITH THE CLEAN AIR ACT
PM 2.5**

WHEREAS,

the **(MPO)** is required to submit an Air Quality Conformity Statement to the US Federal Highway Administration (FHWA) and to the US Environmental Protection Agency (EPA) in accordance with the final conformity rule promulgated by EPA (40 CFR 51 and 93) when adopting an annual Transportation Improvement Program or when effecting a significant revision of the Region's Transportation Plan; and

WHEREAS,

Title 42, Section 7506 (3) (A) states that conformity of transportation plans and programs will be demonstrated if:

7. the plans and programs are consistent with recent estimates of mobile source emissions;
8. the plans and programs provide for the expeditious implementation of certain transportation control measures;
9. the plans and programs contribute to annual emissions reductions consistent with the Clean Air Act of 1977, as amended; and

WHEREAS,

It is the opinion of the **(MPO)** that the plans and programs approved on **(DATE)** and submitted to FHWA and EPA conform to the requirements of Title 42, Section 7506 (3) (A) as interpreted by EPA (40 CFR 51 and 93); and

WHEREAS,

The Connecticut portion of the New York – Northern New Jersey – Long Island, NY-NJ-CT area is designated a PM 2.5 attainment/maintenance area; and

WHEREAS,

The State of Connecticut has elected to jointly assess conformity in all PM 2.5 attainment/maintenance areas in Connecticut (Fairfield County and New Haven County) and

WHEREAS,

The results of the required emissions analysis performed by the Connecticut Department of Transportation on the **(DATE)** **(LRP)** and the **(DATE)** **(TIP)** and Amendments show that the implementation of the projects contained therein will result in emissions of PM2.5 in each analysis year that are less than the emissions of the baseline year; and

Now, **THEREFORE BE IT RESOLVED,**

That the **(MPO)** finds that the **(DATE)** **(LRP)** and the **(DATE)** **(TIP)** and Amendments conform to air quality requirements of the U.S. Environmental Protection Administration (40 CFR 51 and 93), related U.S. Department of Transportation guidelines (23 CFR 450) and with Title 42, Section 7506 (3) (A) and hereby approves the existing **(DATE)** PM2.5 Conformity Determination contingent upon no major adverse comments are received during said period.

CERTIFICATE

The undersigned duly qualified and acting Secretary of the **(MPO)** certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the **(MPO)** on **(DATE)**.

DATE: _____

BY: _____

Appendix 11-1

COG Selection process for planning study ideas

- Each COG should have a process in place as to how they go about selecting planning areas for study which may necessitate CTDOT involvement.
- Each COG should consider using the CMP and/or the MTP in conjunction with solicitation from municipalities.
- Each COG should consider potential funding sources for the construction phase of the project – potentially looking at using STP urban funds. Planning studies that may result in large construction costs to the Department will need to be evaluated on a case-by-case basis.
- Each COG that would like to participate should submit planning study ideas using the *Study Screening form* to their RPO Coordinator in October of each calendar year – maximum of 2 submittals for the use of STP funds or LOTCIP funds. It is suggested that a minimum allocation of not less than \$150,000 be established per corridor study.
- Each COG that would like to participate should submit planning study ideas using the *Study Screening form* to their RPO Coordinator in October of each calendar year – maximum of 2 submittals for the use of PL funds that would require CTDOT participation.
- Does not preclude the COG from using PL funds on study areas that may not require CTDOT involvement.
- Does not preclude the COG from hiring task based consultants using PL funds for core tasks outlined in the UPWP.

CTDOT planning study review process

- The CTDOT will develop a planning study review team consisting of staff from Policy and Planning, Traffic Engineering, State and or local design, Project Development and Public Transportation. Other Bureau staff will be invited if needed.
- The RPO Coordinator will transmit the list of planning study ideas to the planning study review team for review and comment. The transmittal will include all COG planning study ideas so the review team can look at the bigger picture. The Planning study review team will have up to 8 weeks to have staff review list, and provide comments to the RPO Coordinator.
- The group will meet to discuss proposals and come up with questions on these proposals to be forwarded to the COGs . Individual proposal meetings may be scheduled if needed with the COGs .
- The RPO Coordinator will forward the Department's comments back to the COG by the end of December. These comments may include why the planning study should or should not be pursued. Comments will also include an assignment of technical staff (if applicable) if the study goes forward. The Department will have the option of not participating in the review of a planning study if there will be no impact to a state highway.
- Regional priorities will be considered during the CTDOT planning study review. Planning

studies not selected for administrative reasons, can be reapplied for again in the following year.

- Flexibility will be considered for high priority projects.
- Administrative and technical staff assigned to planning study will be aware of their level of commitment and be prepared to attend meetings as a CTDOT representative; coordinate review and responses from CTDOT. This may be accomplished during the work day or on overtime if night meetings are required. See attachment A for further clarification.
- A COG may appeal the decision not to pursue the planning study in writing to the RPO Coordinator with a justification as to why the Department should reconsider.
- Planning studies going forward will be assigned to appropriate Policy and Planning staff for administration. No administrative fees will be necessary for CTDOT employees if the study is using PL or LOTCIP funds. CTDOT staff will charge their time to overhead. Administrative fees may be necessary for CTDOT employees if the study is using STP funds depending on the scope and size of the study.

Planning Study requirements

- A kick off meeting will be held before the scope of the study is finalized with planning and technical staff. Discussions of funds needed for CTDOT staff will be discussed at that time along with a discussion and determination of matching funds (local vs. state).
- Formal project review meetings would be held at the Department at critical stages of the study to provide input from all impacted CTDOT offices. Examples include at the initial discussion for alternative development; after the alternatives are refined and near the completion of the study. The timeframes and format of meeting will depend on the complexity of the study and will be included in the scope of work. Review materials must be submitted to CTDOT at least 2 weeks prior to the scheduled meeting. The Department will provide follow-up comments to the COG approximately one week following that meeting.
- It is preferred that the COG administer each study, but exceptions can be made on a case by case basis. Regardless of who administers, the COG must review all invoices submitted by the consultant and provide sign off and approval of those invoices (as outlined in the COG approval forms (under development)) before forwarding to CTDOT project manager.

Planning studies that are transit-related using STP funds- Funds will need to be transferred to FTA and be included in a grant submission along with other Transit projects. Consultant selection and reporting requirements will be coordinated with FTA and may be different than FHWA requirements. It is suggested that a FTA grant recipient be the project manager.

- MATCH ISSUE – FOR STP URBAN FUNDS

Local roads will generally require 20% local match

State roads will generally require 10% state match and 10% local match

Transit Studies will generally require a 10% local and 10% state match

➤ MATCH ISSUE – FOR LOTCIP FUNDS

No match is required for LOTCIP funded projects

➤ MATCH ISSUE – FOR PL FUNDS

All projects using PL funds will have an 80/10/10 split

➤ POOLING FUNDS

STP Urban funds can be pooled to do a statewide or multiregional study

Carryover PL funds can be pooled to do a statewide or multiregional study. Match of these funds could be 20% state or a shared percentage.

Review and update of process

This process will be reviewed after the first solicitation and modifications may be made to accommodate any areas of concern not previously mentioned. After that, this process will be reviewed regularly and updated as needed.

ATTACHMENT A

Duties of a project manager at CTDOT:

- 1.) Create RPM and facilitate approval process through CORE
- 2.) Determine DBE goal for the project (present to DBE screening committee)
- 3.) Participate in, and approve of, the Consultant Selection Process
- 4.) Coordinate Agreements process
- 5.) Create internal Technical Advisory Team (TAT)
- 6.) Review, approve and process Invoices – timely process
- 7.) Review study information as it comes into department for review
- 8.) If information submitted is deemed acceptable, disseminate for review by TAT
- 9.) Consolidate comments into a single, concise response for Region
- 10.) Coordinate review and answer questions as needed on submittal
- 11.) Act as liaison between Region and TAT for ongoing issues and questions
- 12.) Attend corridor study meetings when possible to speak on the Department's behalf
- 13.) Organize and attend formal project meetings at the DOT

- 14.) Distribute Final Report to TAT, CTDOT Library and FHWA
- 15.) Upload Final Report to CTDOT webpage

Duties of technical staff at CTDOT:

- 1.) Be a member of the Technical Advisory Team (TAT)
- 2.) Review study information as it comes into department for review
- 3.) Provide comments to the Project manager in a timely manner
- 4.) Attend corridor study meetings when requested to provide technical assistance
- 5.) Attend the formal project meetings at the DOT
- 6.) Review final report for accuracy

Corridor Study Application

STUDY SCREENING

Date of Submittal

Project Title – *Provide the title of project.*

Council of Governments (COG)

Regional Ranking: _____

Project Sponsor:

Signature

Date

Project Contact (Representative from Project Sponsor) and Commitment Statement

First Name: _____

Title: _____

Last Name: _____

Street Add: _____

Telephone No: _____

Facsimile No: _____

CT Municipality: _____

Email Address: _____

Zip Code: _____

Division/Office: _____

Project Location

(Briefly describe the project. – Provide GIS Mapping if available)

Primary CT Municipality:

Identify the municipality(ies) having boundaries encompassing the project location.

Municipality(ies):

Project Description

Briefly describe the project. - Additional pages can be attached

Purpose and Need

Briefly explain the purpose and need for the project, including anticipated significance and impacts of this project. Provide any additional information that may assist with determining the eligibility of and ranking of this project. This is an opportunity to discuss why this study should be selected for funding.

Community Character and Regional Significance

Briefly describe the relationship and fit of this candidate project to other projects planned or underway as well as how this project is consistent with the municipal plan(s) of development in the area served.

Project Cost Estimation

PL funding is 80% Federal, 10% State, and 10% Regional

FUNDING YEAR	FUNDING SOURCE	FEDERAL	STATE	LOCAL	TOTAL COST

Project Vision – Other’s, Partner’s

Briefly describe what you envision will be the outcome of this study. If possible include what funds will be used in the future for this project.

Project Location Map

Attach a separate map indicating the general location of the project on a suitable map (an 8 1/2 x 11 sheet is adequate)

Attachments and Additional Information/Materials

Comment 1

Comment 2

Appendix 11-2

CT Surface Transportation Block Grant Program (PROGRAM) 2016 – 2021 Transportation Alternatives (TA) Set-Aside

PROGRAM APPLICATION

1.0 Project Title

Provide the title of the Project: _____

2.0 Council of Government (COG)

The application should be submitted to the COG office having boundaries encompassing the majority of the project's limits. Maps depicting the COG and Metropolitan Planning Organization (MPO) boundaries as well as the Transportation Management Areas (TMA) are provided under separate cover as an appendix to the application. For projects that span multiple COG boundaries, please list in order beginning with the COG with the greatest geographic coverage or the COG with which project coordination has been initiated.

Council of Government(s): _____

3.0 Project Sponsor and Commitment Statement

The Project Sponsor is the applicant and will be the entity that enters into agreement with the State of Connecticut Department of Transportation for program administration and funding. **The Project Sponsor MUST be a municipal governmental agency established through State Statutes.** Please indicate the formal legal names of the organization and duly authorized representative.

IF PROGRAM FUNDS ARE AUTHORIZED: The Project Sponsor will be responsible for commitment of funds to match federal program dollars and finance any ineligible project costs. The Project Sponsor will also be responsible for commitment to operate, maintain and insure the completed improvements. Upon project completion, the responsibility of liability and maintenance to ensure a safe, secure facility and components remains with the Project Sponsor, regardless of location within State or federal rights-of-way. Formal letters of commitment or resolutions from the appropriate fiscal entity, (i.e. Town Council, Board of Finance), will be required. Additionally, the Project Sponsor will be responsible for meeting public involvement requirements.

Legal Name of Organization: _____

Legal Name of Duly Authorized Representative: _____

Signature of Duly Authorized Representative

Date (MM/DD/YYYY)

By signing my name on the signature line above, I am certifying that I am the duly authorized representative of the sponsoring agency and that I am aware of the application and proposed project on behalf of the organization as well as my responsibility as the Project Sponsor if PROGRAM funds are authorized. My signature further indicates that, to the best of my knowledge, the statements made on this application form and any attachments are true and complete and are made in good faith. I understand that if I knowingly make any misstatement of fact, this application is subject to disqualification and dismissal. All statements made on this application are subject to verification as a condition of funding authorization.

4.0 Project Contact (Representative from Project Sponsor) and Commitment Statement

The Project Contact must be a representative of the Project Sponsor's agency. The Project Contact will act as the project manager. The Project Contact will be the primary person to which correspondence, inquiries and project coordination will be directed regarding the application and subsequent project if funds are awarded.

First Name: _____

CT Municipality: _____

Last Name: _____

Division/Office: _____

Title: _____

Street: _____

Telephone No: _____

Zip Code: _____

Facsimile No: _____

Email Address: _____

5.0 Eligible Projects

- 5.1 Construction, planning and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation.
- 5.2 Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
- 5.3 Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other nonmotorized transportation users.
- 5.4 Construction of turnouts, overlooks and viewing areas.
- 5.5 Community improvements activities including:
 - Inventory, control, or removal of outdoor advertising;
 - Historic preservation and rehabilitation of historic transportation facilities;
- 5.6 Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

Using the numbers above identify which one best fits the project: _____

6.0 Project Location

Briefly describe the project location:

Indicate the start (and end, if linear) of the project limits:

Identify the municipality (ies) having boundaries encompassing the project location.

Primary CT Municipality: _____

Other Municipality (ies): _____

LOCATION MAP: Depict the location of the project on a base map such as a town road map, GIS map, aerial photo, or another base map suitable to clearly depict the project's overall location upon. Provide a hard copy.

CONCEPT PLAN As appropriate and necessary for the scale and context of the project proposed, provide a map with a conceptual layout to graphically depict the location of the project and its relation to existing features, regulated areas, and adjacent facilities the project would connect to. Provide a hard copy.

7.0 Project Description

Briefly describe the project:

8.0 Purpose and Need

Briefly explain the purpose and need for the project, including anticipated significance and impacts of this project. Provide any additional information that may assist with determining the eligibility and selection of this project. This is an opportunity to discuss why the project should be selected for PROGRAM funding.

9.0 Community Character and Regional Significance

Briefly describe how this candidate project directly relates to the region and community, including anticipated benefits and fit with the character of the area served.

10.0 Public Support

Demonstrate the level of public support or opposition that has been voiced to date, if any, either via a public forum, written correspondence or other form of communication, including media coverage. Provide a description of the events, published articles, media coverage, or other related materials that are relevant to demonstrate public support for the project.

11.0 Permitting

Provide a list of anticipated permits that are required for the project. It is not required that permitting be completed for the application.

12.0 Project Cost Estimate

Provide the estimated cost of the project, include a detailed cost estimate and the basis for the cost estimate. Of this total cost, a maximum of eighty percent (80%) can be funded by the Federal Highway Administration through the PROGRAM and a minimum of twenty percent (20%) must be secured by the Project Sponsor. Project's submitted for consideration under this program shall have a minimum estimated project cost of five hundred thousand dollars (\$500,000).

13.0 Local Match Financing

The minimum twenty percent (20%) match typically must come from non-federal sources as there are restrictions on the application of federal monies to the match share of PROGRAM funds. Indicate whether the non-federal match can reasonably be secured by the project sponsor for the project if PROGRAM funds are authorized.

Are you providing the match with non-federal sources? Yes No

Can the local match be reasonably secured? Yes No

14.0 Attachments and Additional Information/Materials – Please limit comments and attached pages to those critical for Review of the Application and proper understanding of the Project Proposal.

This section is optional and may be used to provide any additional information pertinent to the presentation of the candidate project for consideration of funding under the PROGRAM.

Please indicate any additional materials being submitted with the application package or provided to the COG for consideration. If additional pages were used to answer questions on this application, please indicate the section and number of pages. Applicants are encouraged, however, to limit responses to the space provided in the PROGRAM Application.

The information below will be utilized during the review by staff at the COG and at the Department to ensure that each reviewer has a full application package. A listing with a brief description of each item should be provided noting the number of pages for each attachment and the pertinent application section, as applicable.

Number of Pages:

Application Section:

Brief Description:

SPECIAL NOTE:

- 1) Two hard copies of a manually signed application must be submitted for purposes of file record.
- 2) A digital pdf file of the completed form application must also be submitted electronically.

APPENDIX 11-3

FAST ACT SURFACE TRANSPORTATION BLOCK GRANT TRANSPORTATION ALTERNATIVES (TA) PROGRAM

Frequently Asked Questions (FAQ):

Apportionment:

In the STBG Set Aside Estimated Funding Breakdown FFY16-FFY20 table that was sent out in the TA solicitation email to the regions, the amount itemized represents each MPO's share of the set-aside for MPOs. Does the Department have additional funds from 50% of the TA money to be spent where they choose?

No, currently the Department transfers the 50% TA funds for use in any area of the State to the STPA program. The transfer of 50% of TA funds allocated to the State (as TA-flex) to the STP- Anywhere (STPA) Program is specifically allowed by FHWA.

Under current legislation, State DOTs are not eligible entities to receive TA funds. This is a significant change from the previous Enhancement Program. Important TA-type work being completed by CT DOT includes closing trail gaps and providing continuity for the existing trail corridors. Many other projects also include TA elements. Citing the significant STPA funding reductions under MAP-21 and the FAST Act, the TA transfer supplements the state administered STPA projects which accomplish the same goals as the TA Program. The regular STPA allocation also funds this work.

CT DOT is dedicated to expanding the trail system in the State and is advancing many TA projects. The newly created Expanded Trail/Alternative Mobility (Trail) Program, under the Let's Go CT Five-Year Ramp Up Program, provides \$11.2 million annually for SFY 2016 – SFY 2020, for a total of \$56 million, to be used primarily to close gaps in the East Coast Greenway.

The May 13, 2016 Federal Highway Administration Transportation Alternatives Set-Aside Implementation Guidance Memorandum states that "A State may transfer up to 50 percent of TA Set-Aside funds for the fiscal year to any 23 U.S.C. 104(b) apportionment for the State from the portion of TA Set-Aside funds available for use in any area of the State. No transfers are permitted from TA Set-Aside funds suballocated to sub-State areas based on population or funds set aside for the RTP (FAST Act 1109;23 U.S.C. 126)." What does this mean?

TA Set-Aside funds includes both the flexible and suballocated portions of funding. Out of this entire source of funding, a State can transfer up to 50 percent for the fiscal year to any 23 U.S.C. 104(b) apportionment for the State. This 50 percent must come from the flexible portion of the TA funds and cannot come from the suballocated portion. This does **NOT** mean that a State can transfer up to 50 percent of just the flexible funding to any 23 U.S.C. 104(b) apportionment. It means that suballocated funds cannot be transferred, therefore, 50% of the entire pot of TA Set Aside funding is the flexible portion, and this is what is transferred.

What is the Period of Availability (POA) for the TA funds?

TA funds are available for obligation for a period of 3 years after the last day of the fiscal year for which the funds are authorized. So fiscal year 2016 funding is available through the end of fiscal year 2019, fiscal year 2017 funding is available through the end of fiscal year 2020, etc. If the DOT does not obligate the funds within that timeframe, they will lapse and go back to FHWA. A First-In-First-Out method is used for obligating

funds, so DOT is always obligating the oldest funds first to a project when there is an accumulation of funding from more than one year.

If there was unspent money for TA under the “Moving Ahead for Progress in the 21st Century Act (MAP-21) or for the Safe, Accountable, Flexible, Efficient Transportation Act: A Legacy for Users (SAFETEA-LU), can it be reprogrammed? What amount is this COG able to reprogram above our FY16-20 apportionment?

This solicitation is based on the 5-year FAST Act, therefore, prior year funds should not be considered. These funds have been programmed for projects currently in design/construction. As stated above, the Department will work with the regions to advance TA projects by providing supplemental funding through another federal source if necessary, however, projects submitted should align with the size of the TA program (don't submit a \$5 million project for a program that only receives \$4,427,129 for all urbanized areas).

It is unlikely that coordination among multiple MPOs will result in projects that add up exactly to the allocation, would CTDOT be willing to “backfill” strong project candidates to make projects whole?

Yes. The Department will work with the regions to advance TA projects by providing supplemental funding through another federal source if necessary, however, projects submitted should align with the size of the TA program (don't submit a \$5 million project for a program that receives only \$4,427,129 for ALL urban and rural areas for the fiscal year.

UZA “border” towns (see link below): do projects need to be specifically located within the yellow and green areas to access the Bridgeport-Stamford (B-S) and Danbury UZA's respectively? For example, Newtown has portions of both UZAs, if the project location falls in the yellow boundary, should it draw from the B-S UZA? Would it also be eligible for Danbury funding? Lastly, what about the white areas?

The Housatonic Valley MPO member towns are not part of a TMA, which means that the urbanized area boundaries determine where funding can be used. TAP Bridgeport funding must be used within the yellow area and TAP Other must be used in the green areas. So, if you are submitting a project in Newtown that is located within the green area, it will be eligible for TAP Other funding and if it is located in the yellow area, it will be eligible for TAP Bridgeport. TMA regions have more flexibility. CRCOG, for instance, can use TAP Hartford funding anywhere within the regional boundaries – so within the Springfield urbanized area. The white areas are considered rural areas, and it has been the Department's practice to reserve the competitive rural funding sources for the rural regions, as these regions do not have access to the level of STP and TAP funding that the non –rural regions have. Generally speaking, rural regions will have priority and if there is funding remaining based on the applications received from the rural regions then we may consider other projects.

<http://www.ct.gov/dot/lib/dot/documents/dpolicy/policymaps/ref/2010cturbanizedareas.pdf>

Does the 80/20 funding split apply to all project phases (i.e. planning, design, and/or construction)?

Yes.

Does design complete/construction started mean this is an “and/or” scenario?

Yes, the intent is for the project proposal to be design completed and/or construction started.

Existing Projects using non-federal funding: what can be expected from the process? For example, if design and any ROW used non-federal funding, but would use TA for construction, are there certain requirements from design/ROW that would need to be revisited?

The existing projects shown on the contingency list are all federal aid projects therefore federal title 23 requirements have been met. We do not anticipate any LOTCIP funded projects being submitted that would require the design to be federalized in order to be eligible for TAP funds.

Prioritization and Applications:

As part of the MPO/Rural COG TA solicitation process, CTDOT is requesting a submittal of 3 new projects as well as projects that are submitted from the “Contingency List”. What is the CTDOT Contingency List of projects and why are the COGs being asked to submit them? Will they be in the application format? Will you require MPO staff to put them in the application format?

The Department provided a list of contingency projects on September 13, 2016 to the COGs. The intent of the contingency project list is for existing TA eligible projects, that may be currently programmed with other funds, to go through the solicitation process which would allow these projects to receive TA funds as another source of funding, *should that be needed*. Using TA funds on a contingency project would NOT be “instead of a new project” but rather would be done only to avoid lapsing funds **IF** the situation arises due to delays in obligating funds on new projects, or if the contingency projects require additional funds above what is currently programmed **AND** it is determined that the TA program can support the additional funds. The projects on the contingency list will require a new application and will not affect the selection of new TA work.

Does the provision: “existing eligible projects that have a current funding shortfall should also be submitted for consideration in this solicitation” include previous TE and TAP projects that have suffered project overruns due to cost escalation, Rights of Way, permitting, etc.

Previous TE and TA projects can be submitted as part of your existing project list if they are eligible, meaning they have still not received federal authorization. Projects that have received federal authorization and that are active/open and require additional funding would just receive funding through the project modification process.

While CTDOT may ultimately decide project priorities and if an MPO is to submit only three “new” projects, it appears the MPO will need to rank and prioritize candidates (before CTDOT review) if they receive more than three applications....is this correct? How would/should this process work?

As part of your competitive TA project selection process, your MPO should rank and prioritize candidate projects prior to submitting them to the CTDOT. The selection criteria you create should guide this process. The CTDOT TA Committee evaluates projects using the CTDOT Project Screening and Scoring Criteria and will also consider the funding available and the department administrative staffing to determine which projects move forward under TA funds.

Will the Department be providing a spreadsheet that provides information about CT specific funding eligibility?

The Department will not be providing a funding eligibility spreadsheet. Any solicitation (whether CMAQ, TA, STP Urban) issued by the Department will include the eligible activities in the application and guidance. The TA eligible projects that will be considered under this TA solicitation are included under Section 5.0 of the application provided to the COGs.

Is there a Federal provision that states that one project can't exceed 50% of the allocation within a MPO? (page 8 of 18 of the “May 13, 2016 Implementation Guidance”). This would create a burden for the small MPOs of SCCOG, Springfield and Worcester due to 5-year allocations at or near \$1M.

The 50% limitation refers to the entire STBG Urbanized Area suballocation, of which the TA set-aside is a small part. STBG includes the suballocation of the formerly known STP-Urban program.

The MPOs with populations over 200,000 are required to select projects under a process in consultation with the State. Is CTDOT providing guidance regarding ranking criteria for all regions to follow? If regions are not mandated to utilize the same ranking, please provide CTDOT ranking criteria that will be imposed upon our prioritized list of projects.

The MPO's with populations over 200,000 develop their own selection criteria, CTDOT will not review your criteria or selection process prior to your solicitation. Attached is a table of the criteria that CTDOT will be using to select the projects from the MPO's with populations under 200,000. When your MPO has submitted your TA projects, the CTDOT TA committee will consider the funding available and the department administrative staffing and determine which projects move forward under TA funds.

May any percentage of the TA set-aside funds be used by the COG or Town for administration?

No. Per the TA guidance issued May 13, 2016 (p. 11) –

TA Set-Aside projects must benefit the general public (23 CFR 1.23 and 23 CFR 460.2).

Not Eligible: TA Set-Aside funds cannot be used for the following activities because there is no authorization under the Federal-aid Highway Program:

- State or MPO administrative purposes. Exceptions:
 - See FHWA's [Memo Allocating Indirect Costs to Projects](#), dated September 4, 2015. *Would need to partner with an eligible entity and then would need an indirect cost allocation plan approved by the Feds*
 - [RTP administrative costs](#) of the State for RTP set-aside funds.

In addition, considering the already small amount of funding this program receives annually, using a percentage of these funds for administrative costs would not be the best use of these funds.

Reporting:

Are there specific performance measures that the DOT is requiring for all TA projects?

Currently there are TA reporting requirements (the details of which are scheduled to be provided in August from FHWA-HQ Planning Office):

Section 1109 of the FAST Act (Codified as 23 U.S.C. 133(h)(7) Annual reports states:

(A) In general.—Each State or metropolitan planning organization responsible for carrying out the requirements of this subsection shall submit to the Secretary an annual report that describes—

(i) the number of project applications received for each fiscal year, including—

(I) the aggregate cost of the projects for which applications are received; and

(II) the types of projects to be carried out, expressed as percentages of the total apportionment of the State under this subsection; and

(ii) the number of projects selected for funding for each fiscal year, including the aggregate cost and location of projects selected.

(B) Public availability.—The Secretary shall make available to the public, in a user-friendly format on the Web site of the Department of Transportation, a copy of each annual report submitted under subparagraph (A).

Eligibility:

Please explain the difference between Project Sponsor and Eligible Entity. Has the CTDOT eliminated eligibility (enumerated in 23 USC 133(h)(4)(B)) for all but the municipalities?

The CTDOT has not eliminated eligible entities under (23 U.S.C. 133(h)(4)(B)), these entities are still eligible however they must work in cooperation with a municipal governmental agency who is the applicant, the Project Sponsor, that enters into the agreement with the CTDOT for program administration and funding. The difference being, the eligible entities if they are not a municipal governmental agency cannot be the applicant to the CTDOT.

The Federal FAQ notes that Planning activities are eligible (both stand alone and included in a project); does that hold true in CT?

While planning activities are considered eligible, considering the already small amount of funding this program receives annually, project selection will be based on construction of capital improvements. In addition, due solely to the limited nature of the funding, using a percentage of these funds for planning purposes is not deemed to be the best use of these funds.

The Federal FAQ notes that utility relocation is a permitted expense under federal law but is subject to limitation by state law. Does CT allow utility relocation as a permitted expense?

Utility relocation is a normal participating item as an ancillary part of a regular federal aid TA project and is governed by CGS 13a-98f.

Terminology and Other Questions

What does DCD mean on the Contingency Project list?

DCD means Design Completion Date, this is the date when the actual project design is completed and it is coincident with the obligation of federal funds.

When the MPOs submit applications are they submitting for all years 2016-2020 on December 30, 2016 or are they just for 2016 and they will be submitting applications each year until 2020?

The MPOs are submitting 3 applications and the contingency list to cover all years 2016-2020.

Does the Town submitting the application need to also submit a Certified Resolution with their TA application?

As stated in Section 3.0 of the application, "If program funds are authorized" ... "formal letters of commitment or resolutions from the appropriate fiscal entity will be required", which translates to if the project is selected and scoped, then at that point in time, a commitment letter or resolution from the Town would be required, so not as part of the initial application.

Is the federal/state match amount 80/20 for all phases, could the local match be spread over more than one fiscal year for each phase, or would you need the entire match approved upfront?

The 20% local match is not required until DOT selects the project, briefly does a confirmation of the scope and estimate and initiates the project in CORE. If there is a participating PE phase we would need the demand deposit for that phase at that time. Similarly, we would only need the 20% local share (demand deposit) for

the CN phase at the completion of design/obligation of construction funds. The entire amount of demand deposit for each respective phase is due when the municipality is billed.

Can projects with aggressive schedules “borrow” funding from outer years (i.e. Advanced Construction (AC) conversions)? If this was done, we do understand the 3-year period of availability window would remain an important scheduling factor.

Yes, using the Advanced Construction (AC) mechanism for financing a project may be an option. We’ll have to see the entire collection of projects from all of the regions, along with planned schedules to determine how to fund the projects selected. Obviously the construction duration/schedule will have to allow for the ability to phase a project over two fiscal years.

Would CTDOT or the municipality administer the TA project?

Selected TA projects are the responsibility of the municipality that is the applicant to advertise, administer, design (either through in-house engineering forces, or through contract with a consulting engineering firm) and inspect during construction. In any instances where a project would span more than one municipality’s boundaries, one of the municipalities should be the “lead”, and that town/city would be directly responsible, in cooperation with the other town(s).

Would the municipality be responsible soliciting proposals or bids from consultants or contractors? If yes, would it be acceptable for the municipality to use one of the consultants that was selected by using a Qualifications Based Selection (QBS) process, that member municipalities use in doing work on LOTCIP projects?

When hiring consultants for either design or inspection, an individual Qualifications Based Selection (QBS) process is required for each project. The CE’s hired by the COGGs for the LOTCIP projects were hired for that specific purpose, and CTDOT did not monitor the selection process to insure compliance with our approved “federally eligible” QBS selection guidance. Federal policy and regs typically require a QBS selection for a definitive scope, and generally do not allow use of “on-calls” (although, CTDOT has gotten permission in certain instances, it’s generally not the norm). When advertising the project for construction, bids are solicited.

Would the municipality be responsible for developing an agreement between the selected consultant or contractor?

The respective municipalities would be responsible for preparing agreements for any use of private consultants (either design or inspection), however, to make things easy (and insure uniformity/ease of our review) CTDOT has approved “format” agreements that are provided. The towns typically have the consultant “prepare” the agreement using the format that CTDOT provides (sort of a “fill-in-the-blank” deal), and it’s then required to be submitted for CTDOT review and approval prior to execution. CTDOT thereby formally authorizes the municipality to enter into agreement with the consultant upon our approval of the final draft format agreement.

Hopefully this FAQ provides additional insight into the TA set-aside program, if you have any additional information requests please respond to the TA Coordinator, Sara Radacsi at sara.radacsi@ct.gov or (860) 594-2856.

November 7, 2016

Appendix 11-4

Connecticut Department of Transportation's CMAQ Program Guide for the Regional Council of Governments

December 2014



Prepared by:

CONNECTICUT DEPARTMENT OF TRANSPORTATION

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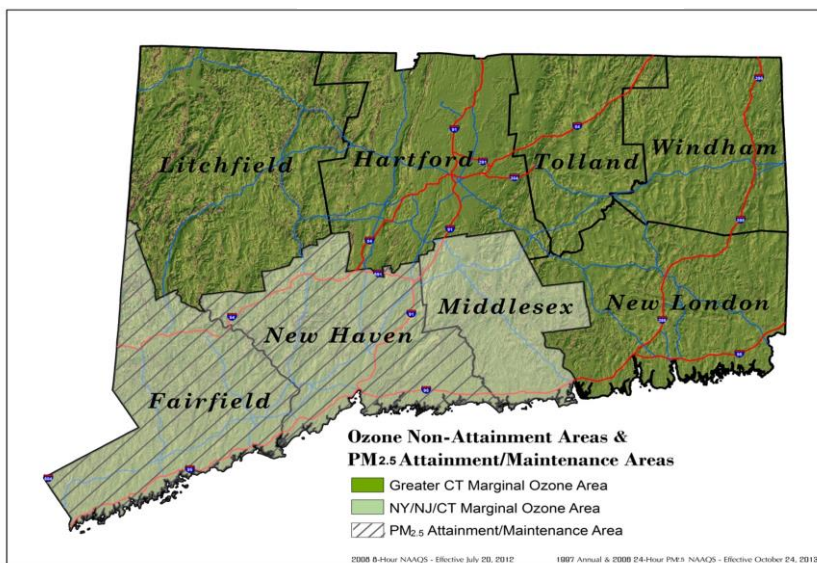
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Introduction

The Congestion Mitigation and Air Quality (CMAQ) Improvement Program is a Federal program that funds transportation projects and programs that contribute to the attainment or maintenance of National Ambient Air Quality Standards (NAAQS) in non-attainment or air quality maintenance areas for ozone, carbon monoxide, or particulate matter under provisions in the Clean Air Act (CAA), Title 42, United States Code. The CMAQ Program was established by the 1991 Federal Intermodal Surface Transportation Efficiency Act (ISTEA) and was reauthorized with subsequent transportation bills including the more recent Moving Ahead for Progress in the 21st Century Act (MAP-21).

As a non-attainment area for ozone and an attainment/maintenance area for particulate matter (PM_{2.5}), Connecticut receives Federal CMAQ Improvement Program funds based on the population in the non-attainment and maintenance areas of the state and the severity of air quality problems. As shown in Figure 1, Connecticut has two separate nonattainment areas for the 8-hour ozone standard, embodying the entire state. The Greater Connecticut area is classified as marginal nonattainment and consists of Hartford County, Litchfield County, New London County, Tolland County, and Windham County. The Connecticut portion of the New York/Northern New Jersey/Long Island, NY-NJ-CT area is also classified as marginal nonattainment and consists of Fairfield County, Middlesex County, and New Haven County. In addition, Fairfield and New Haven Counties were part of the New York/Northern New Jersey/Long Island, NY-NJ-CT nonattainment area for PM_{2.5}. Effective October 24, 2013, the Connecticut portion of the NY-NJ-CT area was re-designated to attainment when the U.S. Environmental Protection Agency (EPA) approved Connecticut's maintenance plan that ensures continued attainment through the year 2025. Attachment C on page 18 contains an air emissions glossary describing targeted pollutants in the country along with their health effects.

FIGURE 1



This

document was created for the State's Regional Councils of Governments (MPOs/Rural COGs) to assist their member municipalities and organizations that are interested in the CMAQ Program as a potential funding source. This document provides information on the CMAQ Program, outlines the procedures used by the Connecticut Department of Transportation (the Department) to select projects that are eligible for CMAQ funding, and also provides instructions for completing the Department's CMAQ application. The goal of the Department's CMAQ Program for the MPOs/Rural COGs is to deliver quality projects on budget that expand or initiate transportation services with air quality benefits for the State of Connecticut.

Eligibility Criteria

Project and program eligibility have evolved through a series of federal guidelines that were developed and issued following the passage of ISTEA. With the passage of MAP-21, the Federal Highway Administration (FHWA) has provided new guidance under its Interim Program Guidance issued in November 12, 2013. FHWA's guidance is quite comprehensive and discusses all aspect of the CMAQ program. Please review this guidance before developing project proposals to ensure that the desired activities are CMAQ-eligible. In addition to the Interim Program Guidance, the FHWA has issued a number of guidance on specific issues, such as eligibility of freight projects and diesel retrofit programs. All of these guidance documents are available on FHWA's website at:

http://www.fhwa.dot.gov/environment/air_quality/cmaq/policy_and_guidance/

A wide and diverse variety of projects and programs are eligible for CMAQ funding. The principal requirement for determining project eligibility through the CMAQ program is that the proposed CMAQ project be located within a nonattainment area or attainment area with a maintenance plan (maintenance area) for a national ambient air quality standard and produce a reduction of mobile on-road emissions for the pollutant or precursor of concern. Furthermore, since the CMAQ program is funded by the FHWA, all CMAQ projects must follow Federal laws and regulations. CMAQ projects and programs fall into one of the following general project types:

- Diesel Engine Retrofits & Other Advanced Truck Technologies
- Transportation Control Measures (TCMs)
- Extreme Low-Temperature Cold Start Programs
- Transit Improvements

- Transportation Management Associations
- Carpooling and Vanpooling
- Carsharing
- Training
- Congestion Reduction & Traffic Flow Improvements
- Travel Demand Management
- Pedestrian and Bicycle Facilities and Programs
- Public Education and Outreach Activities
- Freight/Intermodal
- Idle Reduction
- Inspection/Maintenance (I&M) Programs
- Innovative Projects

FHWA's Interim Program Guidance provides an explanation of the types of projects likely to be implemented in each of the categories and also a list of ineligible activities. Basically each CMAQ project must meet three criteria: it must be a transportation project, it must generate an emissions reduction, and it must be located in or benefit a nonattainment or maintenance area.

Alternative fuel vehicle projects will not be accepted under this program. These types of projects should be submitted through the Department's Clean Fuel Program. For more information on this program or how to qualify, please contact Kevin Peak at (860) 594-2807 or kevin.peak@ct.gov.

Other Eligibility Considerations

In addition to federal eligibility requirements, the following is a list of additional guidelines for the Department's CMAQ Program for the MPOs/Rural COGs, which are utilized when considering project proposals for funding:

1. Applicants must submit, with their completed applications, letters of commitment or resolutions to identify who will own, operate and maintain the project after it is completed, and for all matching funds. Failure to submit these letters will cause the project to be dropped from consideration.
2. The Department's System Engineering Analysis FORM (SEAFORM) should be completed and submitted with the applications for all ITS projects.
3. All candidate project proposals require endorsement by the associated COG. Endorsement can be in the form of a letter of support or a resolution. A single letter or resolution endorsing all candidate project proposals within the COG is acceptable.
4. The Department will not accept candidate project proposals directly from individual localities or project sponsors. All candidate project proposals must be submitted through the COG.
5. Operating cost for certain types of CMAQ projects are eligible for funding, and is limited to three years' worth of federal funding. Under MAP-21, the 3 years of operating assistance allowable under the CMAQ program may now be spread over a longer period, for a total of up to 5 sequential years of support. Projects which fall into this category must include a plan for continuing the service beyond the operation assistance years. This should indicate what the planned source of funds will be that will supplant CMAQ funding, and/or how the service will become self-supporting.
6. For those projects that are selected for funding, changes to the project scope after the Department's project selection process has been completed may disqualify the project for funding.
7. Lack of progress on a project may result in the project being cancelled by the Department.
8. Project sponsors will be responsible for carrying out any required studies and/or obtaining necessary permits and approvals, including but not limited to historic and archaeological surveys and reports, state inland wetland and tidal wetland permits, and Coastal Area Management and Corps of Engineers permits.
9. Selected projects will be administered as federal-aid projects. As such, project sponsors must comply with all federal requirements, including but not limited to Disadvantage Business Enterprise contract set-asides, consultant selection procedures, and the competitive bid process. Please refer to the Department's website using the following link for additional guidance on overseeing a variety of federal and state-funded improvements on town-owned roadways that are designed by municipal staff or consultants retained by the municipality:

<http://www.ct.gov/dot/cwp/view.asp?a=2303&q=300830>

10. Projects must be designed to conform to the American with Disabilities Act requirements.
11. All projects must be constructed to federal standards with the estimated cost in the application reflecting those standards.

Project Selection Process

In an effort to improve upon the Department's CMAQ program for the MPOs/Rural COGs, a determination was made by program administrators that there was a need to revamp the current program processes. This has been accomplished by increasing the funding level for the program to provide greater participation from the MPOs/Rural COGs, and develop and document a more transparent project selection process to provide a better understanding of the program and assist in the selection of the most cost-effective CMAQ projects.

This section of the document provides information on the Department's selection process that includes information on funding considerations, cost overruns, the solicitation process, solicitation schedule, and project selection criteria.

Funding Considerations

The Department has earmarked \$10 million each year in CMAQ funds, prior to matching requirements, to fund CMAQ project proposals from the MPOs/Rural COGs. This amount will be reviewed for each solicitation period on the basis of funds provided and projects programmed.

Generally, the Federal share for CMAQ projects under this program is 80%. Projects that qualify for 100% federal funding will be funded with 100% federal share. The project sponsor is responsible for the local share for all phases. Total project cost should be between \$200,000 and \$3 million. The total cost of the project (federal and local share) includes design, ROW acquisition, construction engineering, and operating cost if applicable. Non-construction projects, such as purchasing equipment, must have a total cost of at least \$50,000 (\$40,000 federal share).

The funds provided by this program are on a cost reimbursement basis. The CMAQ Program is not a grant program. The sponsor does not receive grant funds to start the project; rather, the sponsor is reimbursed for costs incurred after receiving funding authorization for the project and a notice to proceed. Cost incurred prior to project selection and a notice to proceed will not be reimbursed.

The Department's administrative cost for overseeing the projects will not be drawn down from the project budget.

Cost Overruns

Cost overruns on selected projects, whether due to poor estimates or unforeseen circumstances, will be the responsibility of the project sponsors; therefore, good cost estimating is critical, and applicants should not expect additional funding from the program. The latest Department weighted unit bid prices for project cost should be used. The Department's cost estimating guidelines can be located at the following website:

<http://www.ct.gov/dot/cwp/view.asp?a=3886&q=459664>

Solicitation Process

The Department will solicit projects from all of the MPOs/Rural COGs. The MPOs/Rural COGs will be responsible for soliciting and prioritizing projects from stakeholders located within their boundaries. Each COG should review and verify project eligibility for CMAQ funding. Using its own ranking process, each COG must then submit its top three applications to the Department in priority order. The COG board must endorse the list of prioritized projects. Project applications received that are incomplete or deemed ineligible will not be considered.

For transit projects, the organization proposing the project must either be a designated grant recipient with the Federal Transit Administration (FTA) or there must be a designated grant recipient willing to apply on their behalf. Although private and non-profit groups may apply, the Department will only enter into an agreement with a public agency to fund CMAQ projects. Therefore, a private or non-profit entity applying for CMAQ funds must coordinate with its respective municipality or another appropriate public sponsor.

The Department's CMAQ application (Attachment A, page 10) must be used by project sponsors to provide project and applicant information. All applications, including all supporting documentation, must be submitted to the Department's Bureau of Policy and Planning for eligibility review and rating. All applications should be submitted electronically via email to the Bureau's contact person for the CMAQ Program. The CMAQ Program Contact information is located in Attachment B on page 15. Each project proposal received will be screened for eligibility and feasibility. Those found to be eligible and feasible will be analyzed for air quality benefits by the Department's Travel Demand and

Air Quality Modeling unit. The project will then be evaluated and prioritized by the Department using the Department's project rating criteria.

A copy of the application along with the emissions report for those projects that are selected for funding will then be submitted to the USDOT for final eligibility determination and approval. Project proposals that are eligible for the CMAQ program but not selected for funding will have to be resubmitted for future consideration. Projects that are determined to be eligible by FHWA will be advanced to scoping.

Solicitation Schedule

Project sponsors will be provided three years within which to prepare their projects for obligation after the project has been selected for funding by the Department's selection committee. If funding for a project is not obligated within this three year period, then the project sponsor will not be allowed to submit a project for the next round of solicitation. Project sponsors may be able to request time extension due to extenuating circumstances.

Project Selection Criteria

All proposed projects from the MPOs/Rural COGs utilizing CMAQ funding will be rated using the project rating criteria described below. Cost effectiveness is the primary measure that will be used in the project selection process to establish priority. Projects that provide the most cost-effective emissions reductions will be the most competitive and will rank highest overall – increasing the likelihood of being funded.

Criteria are shown with the maximum points that could be awarded. Each project can earn up to a maximum of 100 Points on the basis of the following three criteria: cost effectiveness, regional rankings and operation and maintenance plan. Project proposals will be awarded points based on a sliding scale of zero to the maximum points allowed. Two of the three criteria are provided with a table containing a sliding scale as a guide for ranking CMAQ projects.

Rating Criteria

- 1. Cost Effectiveness 60 points maximum
- 2. Regional Rankings 20 points maximum
- 3. Operation and Maintenance Plan 20 points maximum

Total Possible Points: 100 points maximum

1. Cost Effectiveness (up to 60 points): Cost effectiveness will be assessed on the basis of annualized project cost/annual emission benefits. The cost used in this calculation will be limited to the federal share of the project. The cost/benefits ratio will be measured against all of the other applications by rank with the best ratio ranking first. Points will then be assigned to the top ten projects as follows:

1	2	3	4	5	6	7	8	9	10
60	55	50	45	40	35	30	25	20	15

2. Regional Rankings (up to 20 points): Projects will be given points based on the priority ranking by the MPOs/Rural COGs. The regional ranking points will be assigned as identified below:

Rank	Points
1	20
2	10
3	5

3. Operation and Maintenance Plan (up to 20 points): A proposal can only be effective if the agencies responsible for permitting, implementing, operating and maintaining the project have agreed to advance it. Points will be awarded based on the sponsor's commitment to operate and manage the project/program beyond the construction and/or implementation stage. For ITS

projects, a completed System Engineering Analysis FORM (SEAFORM) is required with the applications.

ATTACHMENT A

CTDOT's CMAQ Application

All information requested below must be furnished by the project sponsor to ensure complete processing of the application. If the information requested below does not apply to your project, indicate so by writing "NA" next to the question being asked. Submit an electronic copy of your completed application to Mr. Grayson A. Wright at grayson.wright@ct.gov.

Attach additional sheets of paper if you are unable to fit the information on the application.

1. Project Title

Provide a descriptive title for the project that provides enough information to identify the project.

2. Project Sponsor

Provide the name of the group or agency requesting the CMAQ activity or project.

3. Date

Provide the application submittal date.

4. Contact Information

Include name, title, agency, address, telephone, FAX number and email address of the individual who will be responsible for directing this project on a daily basis.

5. Town

Provide the name of the town where the project is located.

6. Metropolitan Planning Organizations (MPOs)/Rural Council of Governments (COGs)

Provide the name of the MPO/Rural COG that serves the area where the project will be located.

7. County

Provide the name of the County where the project will be located.

8. CMAQ Eligible Activities

Identify the category under which the proposed project qualifies for CMAQ funding. Indicate the category for CMAQ Eligibility from the following list. Reference FHWA's Interim Program Guidance issued in November 12, 2013 for qualifying information for each of the headings listed below. Not all

possible requests for CMAQ funding are covered. To be eligible, projects must demonstrate air quality benefits.

- Diesel Engine Retrofits & Other Advanced Truck Technologies
- Transportation Control Measures (TCMs)
- Extreme Low-Temperature Cold Start Programs
- Transit Improvements
- Transportation Management Associations
- Carpooling and Vanpooling
- Carsharing
- Training
- Congestion Reduction & Traffic Flow Improvements
- Travel Demand Management
- Pedestrian and Bicycle Facilities and Programs
- Public Education and Outreach Activities
- Freight/Intermodal
- Idle Reduction
- Inspection/Maintenance (I&M) Programs
- Innovative Projects

Additional information regarding project eligibility may also be found on-line in the federal Highway Administration's (FHWA) Final Program Guidance located here:

http://www.fhwa.dot.gov/environment/air_quality/cmaq/policy_and_guidance/

9. Project Description

Provide a written description of the proposed project that identifies (as appropriate):

- a. Project Location: Indicate the street or facility name and also the project limits. For roadway projects indicate the northernmost/southernmost and/or westernmost/easternmost point of the project. For transit station, transfer center or parking projects indicate the nearest intersections. Accurate descriptions are extremely important since the emissions benefits depend on the location.
- b. Identify project objectives, and why the project is needed.
- c. If the project will require operation and maintenance three years after initial construction, submit a “systems engineering analysis” indicating how the project will be maintained and operated.
- d. Specify if project will be designed in-house or by an outside consultant. If an outside consultant will be used, please follow the Department’s consultant selection process. This can be located at the following link:

http://www.ct.gov/dot/lib/dot/documents/dconsultantpubs/Consultant_Selection_Guidelines_December_2011.pdf

- e. For ITS projects, a consultant with ITS expertise should be used.
- f. If applicable, indicate how the project contributes to a reduction in congestion, i.e. reduction in vehicular delay, increased travel speeds, etc.

Additionally, on a separate sheet(s), provide a map of the project area that shows the proposed project location.

10. Operations & Maintenance Plan

- a. Identify funding and policies supporting on-going operation & maintenance
- b. Identify the aspects of the project/program needing operation or maintenance
- c. Identify the manuals [users, administrators, and maintenance], configuration records, and procedures that are to be used in operation & maintenance
- d. Identify the personnel who will be responsible for operations & maintenance
- e. Identify initial and on-going personnel training procedures, special skills, tools, and other resources
- f. Identify operations& maintenance related data to be collected and how it is to be processed and reported
- g. Identify methods to be used to monitor the effectiveness of operations & maintenance

For ITS projects, a completed System Engineering Analysis FORM (SEAFORM) is required with the applications.

11. Project Schedule

Provide the project schedule for all phases, including the start and completion dates, and project milestones. Also, provide the federal fiscal year in which each phase will begin.

12. Estimated Budget

Provide the total cost of the project with a breakdown by phases – Preliminary Engineering, Right-of-Way and Construction/Implementation. This includes, for example, construction estimates, equipment purchases, in-house services, and consultant services. Please use “implementation” to denote the completion of a non-construction project (e.g., purchasing buses). Good cost estimating is critical because the project sponsors will be responsible for cost overruns on selected projects. Utilize the latest CTDOT weighted unit bid prices for project cost. The Department’s cost estimating guidelines can be located at the following website:

<http://www.ct.gov/dot/cwp/view.asp?a=3886&q=459664>

13. Documentation of Local Match

Provide the source of the local match. This cannot be other federal funds. If the local government will be providing the match, complete and attach a Resolution of Intent to Provide a Local Match. The local match must be a cash match.

14. Project Assessment

To facilitate the air quality emission analysis and scoping for the proposed project, please provide the information requested below (as appropriate):

- a.** If the project involves the purchase of vehicles the following must be included:
 - I.** Number and type of vehicles (passenger car, school bus, truck [weight, type])
 - II.** Annual average mileage anticipated per vehicle
 - III.** Average number of days per week in service
 - IV.** Type of alternative fuel (if applicable)
 - V.** Percent time such fuel will be used (hybrids)
 - VI.** Type and fuel of vehicles being replaced if known

- b.** For signal system updates, please provide:
 - I.** Estimated completion date
 - II.** The number and location of signals
 - III.** Average Daily Traffic (ADT) by lane for each intersection for Build and No-Build Scenarios

- c.** For Diesel fuel particulate filters and other diesel retrofit devices, please provide:
 - I.** The type of filter
 - II.** Number and type of vehicles (bus, tractor trailer)
 - III.** Annual mileage per vehicle
 - IV.** Percent of idle time

- d.** Alternative Fuel Vehicles:
 - I.** Number and type of Vehicles (passenger car, school bus, truck (weight, type))
 - II.** Type of fuel for each vehicle
 - III.** Percentage of time, if hybrid, of each fuel usage
 - IV.** Number of annual average miles per vehicle
 - V.** Average number of days per week vehicle will be used

- e.** If additional parking spaces or new parking lots are constructed near mass transit stations, provide:
 - I.** Location of new parking spaces/lot
 - II.** The number of parking spaces or new spaces (if an existing lot)
 - III.** Any existing survey data which would provide O/D data from station area.

- f.** Incident Management:
 - I.** Location of project

II. Estimated Build and No-Build ADT or VMT

III. Length of roadway where equipment will be used (if only ADT is given)

g. For bicycle lockers or paths:

I. Location of project

II. Length of facility

III. Number of potential users

IV. Number of lockers

V. Survey results if available

VI. Does facility have an end point in a Central Business Area?

h. Transit Projects:

I. Project type (System start-up, service and equipment, facility improvement)

II. Auto trips eliminated per day (round trips)

III. Trip length

Keep in mind, the following types of projects do not historically provide enough data to prepare a quantitative analysis; therefore they will require some subjective judgments about their potential benefits, hence they are analyzed qualitatively:

- Marketing of Transit Services
- Telecommuting
- Research and Support programs
- Variable Message Signs

In all cases, please provide all necessary data (even if not listed above) to facilitate emission analysis procedures. The nature of the project defines what is needed to complete an analysis.

Signature of Authorized Representative: _____ Date: _____

Name: _____

Title: _____

ATTACHMENT B

CMAQ Program Contacts

CTDOT's Contacts

Program Administrator	Contact Person
Maribeth Wojenski	Grayson Wright
Transportation Assistant Planning Director	Transportation Planner 2
Connecticut Department of Transportation	Connecticut Department of Transportation
Bureau of Policy and Planning	Bureau of Policy and Planning
2800 Berlin Turnpike	2800 Berlin Turnpike
P.O. Box 317546	P.O. Box 317546
Newington, CT 06111	Newington, CT 06111
maribeth.wojenski@ct.gov	grayson.wright@ct.gov
(860) 594-2045	(860) 594-2154
Fax: (860) 594-2056	Fax: (860) 594-2056

Contacts for the MPOs/Rural COGs

Capitol Region Council of Governments

241 Main Street

Hartford, CT 06106

(860) 522-2217

Fax: (860) 724-1274

Lyle Wray – Executive Director

lwrap@crcoq.org

CT Metropolitan Council of Governments

1000 Lafayette Blvd. Suite 925

Bridgeport, CT 06604

(203) 366-5405

Fax: (203) 366-8437

Matt Fulda – Interim Executive Director

mfulda@ctmetro.org

Lower Connecticut River Valley Council of Governments

145 Dennison Road

Essex, CT 06426

(860) 581- 8554

Fax: (860) 581-8543

Samuel Gold – Executive Director

sgold@rivercog.org

Central Naugatuck Valley COG

49 Leavenworth Street, Suite 303

Waterbury, CT 06702

(203) 757-0535

Fax: (203) 756-7688

Richard T. Dunne– Executive Director

rdunne@valleycog.org

Northwest Hills Council of Governments

59 Torrington Road, Suite A-1

Goshen, CT 06756

(860) 491-9884

Fax: (860) 491-3729

Richard Lynn – Executive Director

rlynn@northwesthillscog.org

Northeastern Connecticut Council of Governments

125 Putnam Pike – P.O. Box 759

Dayville, CT 06241

(860) 774-1253

Fax: (860) 779-2056

John Filchak – Executive Director

john.filchak@necog.com

South Central Regional Council of Governments

127 Washington Avenue – 4th Floor-West

North Haven, CT 06473-1715

(203) 234-7555

Fax: (203) 234-9850

Carl Amento – Executive Director

aamento@scrcog.org

Southeastern Connecticut Council of Governments

5 Connecticut Avenue

Norwich, CT 06360

(860) 889-2324

Fax: (203) 889-1222

James Butler – Executive Director

jbutler@seccog.org

ATTACHMENT C

Air Emissions Glossary

Carbon Monoxide (CO) - Carbon monoxide is a colorless, odorless gas produced whenever incomplete fuel combustion occurs. In the United States, more than two-thirds of the carbon monoxide emissions come from transportation sources. In urban areas, motor vehicle contributions to carbon monoxide pollution can exceed ninety percent.

When inhaled, the gas forms carboxyhemoglobin, a compound that disrupts normal respiration by inhibiting the transfer of oxygen to specialized blood cells that transport the oxygen throughout the body. Symptoms from exposure include impairments in visual perception, manual dexterity, learning functions and the ability to perform complex tasks. Sensitive individuals, such as infants, the elderly or respiratory patients may be highly susceptible to acute symptoms of carbon monoxide poisoning.

Particulate Matter (PM₁₀ and PM_{2.5}) - Particulate matter consists of airborne solid particles and liquid droplets. These particles are classified as "coarse" if they are smaller than 10 microns or "fine" if they are smaller than 2.5 microns. Coarse airborne particles are produced during grinding operations or from the physical disturbance of dust by natural air turbulence processes, such as wind. Fine particles can be a byproduct of fossil fuel combustion, such as diesel and bus engines.

Fine particles can easily reach remote lung areas, and their presence in the lungs is linked to serious respiratory ailments such as asthma, chronic bronchitis and aggravated coughing. Exposure to these particles may aggravate other medical conditions such as heart disease and emphysema and may cause premature death. In the environment, particulate matter contributes to diminished visibility and particle deposition (soiling).

Ozone (O₃) - Ozone is a chemically unstable molecule composed of three oxygen atoms. Ground level ozone is formed by sunlight and heat acting upon fuel combustion by products such as nitrogen oxides and hydrocarbons. Ozone occurs naturally in the upper atmosphere and shields the Earth from ultraviolet radiation. However, at ground level, ozone is a severe irritant and the primary component of "smog". In urban areas, at least half of the ozone producing components comes from transportation sources such as automobiles. Because ozone formation is directly related to atmospheric temperatures, problematic ozone levels occur most frequently on hot summer afternoons.

Ozone exposure is linked to respiratory illnesses such as asthma and lung inflammation. Extended ozone exposure can exacerbate existing respiratory ailments such as chronic bronchitis and emphysema. Ozone pollution can severely damage vegetation including agricultural crops and forest habitats.

Nitrogen Oxides (NO_x) - Nitrogen oxides form when nitrogen and oxygen atoms chemically react inside the high pressure and temperature conditions in an engine. Nitrogen oxides are precursors for ozone, and in the environment, they contribute to the formation of acidic rain.

Hydrocarbons (HC) or Volatile Organic Compounds (VOC) - Hydrocarbon emissions are a product of partial fuel combustion, fuel evaporation and refueling losses caused by spillage and vapor leakage. Hydrocarbons react with nitrogen oxides and sunlight to form ozone. Some hydrocarbons are toxic and may be carcinogenic.