

EXHIBIT A
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION
SMALL TOWN ECONOMIC ASSISTANCE PROGRAM (STEAP)
ADMINISTRATIVE GUIDELINES
January 2021

These guidelines provide an overview of the administrative requirements associated with STEAP grants administered by the Department of Transportation (DOT).

IMPORTANT: The Municipality will be authorized by DOT to proceed with project activities funded by the STEAP grant award only when all administrative requirements associated with the use of the STEAP funds for the project have been met by the Municipality, and the State/Municipal STEAP Grant Agreement has been executed. **STEAP participation in the project will be jeopardized should the Municipality proceed without proper authorization** (Note: COVID-19 exclusion may apply to some 2020 STEAP grant awards - see “COVID-19 RELATED SPECIAL PROVISIONS” section below).

GENERAL STEAP GRANT ADMINISTRATIVE PROCESS OUTLINE

Below is a general list of key steps in the STEAP grant administrative process.

- DOT provides Municipality with:
 - STEAP Administrative Guidelines
 - Assigned State project number
 - Assigned primary DOT staff contact information
- Municipal/State STEAP Grant Agreement prepared/executed:
 - DOT prepares and sends Municipal/State STEAP Agreement to Municipality for signature [with Special Conditions and General Municipal Certification form to be completed later by Municipality when STEAP-funded project activities (design and/or construction) are ready to advance]
 - Municipality signs and returns STEAP agreement to DOT
 - DOT executes STEAP Agreement and returns executed copy to Municipality noting the required project completion date
- When STEAP-funded project activities (design and/or construction) are ready to advance, Municipality completes and submits to DOT required General Municipal Certification form that was included in the Municipal/State STEAP Agreement
- DOT issues to Municipality the formal Authorization to Proceed with STEAP-funded project activities
- Municipality proceeds with STEAP-funded project activities
- Municipality prepares/submits progress reports and reimbursement invoicing to DOT at specified intervals
- DOT processes municipal reimbursement request(s)
- Upon completion of STEAP-funded project activities, Municipality notifies DOT in writing of project completion
- DOT initiates the STEAP grant closeout process

DOT PROJECT CONTACTS

Each STEAP grant project will be assigned a primary DOT contact for regular day-to-day communications, questions, etc. relative to the STEAP grant. The Municipality will be provided with the contact information in the email correspondence from DOT transmitting these Administrative Guidelines. Additional DOT contact information can be found at the end of these Administrative Guidelines.

ASSIGNED STATE PROJECT NUMBER

Each STEAP grant project will be assigned a unique State project number. The Municipality will be provided with the State project number in the email correspondence from DOT transmitting these Administrative Guidelines. The Municipal/State STEAP Agreement will also reference this project number. The Municipality is to use the assigned project number on all project-related correspondence, emails, contract packages, reimbursement invoicing, etc.

COSTS ELIGIBLE FOR STEAP REIMBURSEMENT

Only the activities identified in the STEAP grant application submitted by the Municipality and approved by OPM are eligible for cost participation from the STEAP grant. In other words, if the approved application did not state that the Municipality was applying for STEAP funds for project design activities, then the awarded STEAP funds cannot be applied to design expenditures. Similarly, if the approved application did not state that the Municipality was applying for STEAP funds for project construction activities, then the awarded STEAP funds cannot be applied to construction costs.

Reimbursement will not be made to the Municipality by DOT for any non-eligible expenditures or expenditures incurred prior to execution of the Municipal/State STEAP Agreement/submission of the required General Municipal Certification/issuance of authorization to proceed by DOT. (**Note:** COVID-19 exclusion may apply to some 2020 STEAP grant awards - see “COVID-19 RELATED SPECIAL PROVISIONS” section below).

Further information on expenditures that are not eligible for STEAP funding (from OPM directives) is attached to these guidelines.

SBE/DBE GOALS, CHRO REQUIREMENTS

The DOT does not assign Small Business Enterprise (SBE) and/or Disadvantaged Business Enterprise (DBE) set-asides/goals to STEAP grant projects. **However**, contracts may be subject to State set-aside and contract compliance requirements as required by CGS Sec. 4a-60g(b). The Connecticut Commission on Human Rights and Opportunities (CHRO) is responsible for administering these requirements. **The Municipality must comply with these requirements as applicable relative to the award of the contract.** Further information can be found on the CHRO web page at www.ct.gov/chro. Questions regarding these requirements are to be directed to CHRO at 860-541-3400. Also, see “PROJECT CONSTRUCTION” section below.

PROJECT DESIGN

The Municipality is responsible for all project design activities. This includes, but is not limited to:

- Preparation of complete plans, specifications, estimates and contract documents. **Note:** Construction contracts will be required to include certain contract language/provisions (See “PROJECT CONSTRUCTION” section).
- Conducting public involvement to the level deemed appropriate by the Municipality to inform the public of the proposed project and to consider any concerns of the public relative to the project.
- Applying for and obtaining all required environmental permits and approvals.
- Coordination with the State Historic Preservation Office (SHPO). Link to SHPO web page: [SHPO information](#)
- Coordination with all affected utility companies.

PROJECT ENGINEERING/PROFESSIONAL SERVICES CONTRACTS

If the STEAP grant award has been approved for use for project engineering/professional services contract(s), the contract may generally be advertised/awarded in accordance with established municipal procurement procedures, provided that the process is fair, open and competitive. Certain State policies and executive orders regarding architect/engineer/consultant fees may apply (see attached Policy No. F&A-30, dated July 23, 2015; Subject: Maximum Fees for Architects, Engineers and Consultants, Policy No. EX.O-33, dated June 25, 2015, Department of Administrative Services' General Letter Number 71 dated October 1, 2015). Local contractor preferences are not allowed. The DOT will not be reviewing engineering/professional services contracts.

PROJECT REVIEWS BY DOT

In general, DOT will not be performing reviews of project designs or contract packages. **However**; projects that involve construction work within State-owned right-of-way or that otherwise affect State-owned facilities may require an Encroachment Permit from the appropriate District Office. The Municipality will be responsible to coordinate directly with the DOT District Office. A listing of DOT District Office contacts is shown below. Early coordination with the appropriate DOT District is strongly recommended to avoid project delays.

Mr. Daniel A. DiReinzo
Special Services Section Manager (District 1)
(860) 258-4502
Daniel.DiReinzo@ct.gov

Mr. Andrew S. Morrill
Special Services Section Manager (District 2)
(860) 823-3200
Andrew.Morrill@ct.gov

Mr. Paul Mozzicato
Special Services Section Manager (District 3)
(203) 389-3010
Paul.Mozzicato@ct.gov

Mr. Aron J. Steeves
Special Services Section Manager (District 4)
(203) 591-3610
Aron.Steeves@ct.gov

SUBMISSION OF REQUIRED "GENERAL MUNICIPAL CERTIFICATION"

The Municipality will be required to sign and submit the certification form entitled "*Small Town Economic Assistance Program (STEAP) GENERAL MUNICIPAL CERTIFICATION*" (as may be revised), which is a requirement of the State/Municipal STEAP Grant Agreement. A **sample** copy of the certification form is attached to these guidelines for informational purposes. A copy of the certification form to be completed for your individual project will be attached to the State/Municipal STEAP Grant Agreement. This certification form must be completed and submitted before authorization will be issued by the DOT to proceed with project activities funded with the STEAP grant award. (**Note**: COVID-19 exclusion may apply – see "COVID-19 RELATED SPECIAL PROVISIONS" section below).

PROJECT CONSTRUCTION

The Municipality is responsible for the construction phase of the project. Construction by Force Account (i.e. use of municipal crews/employees) is not allowed.

Construction of the project can be accomplished in one of the following ways:

A. Contract Advertised/Awarded per established Municipal procedures:

The Municipality may advertise the project for construction bids, award and administer in accordance with established municipal procurement procedures, provided that the process ensures an opportunity for free, open, competitive bid proposals.

Local bidder preferences are not allowed.

Project contracts are required to include the following provisions (as may be applicable):

- **State prevailing wage rates.** The most current wages rates at the time of project advertisement are to be included. Wage rates are available at: <http://www.ctdol.state.ct.us/wgwkstnd/forms/prevwgfm.htm> .
- **CHRO requirements.** The contract may be subject to State set-aside and contract compliance requirements as required under CGS Sec 4a-60 g(b). The Connecticut Commission on Human Rights and Opportunities (CHRO) is responsible for administering these requirements. **The Municipality must comply with these requirements as applicable relative to the award of the contract.** It should be noted that project advertisements and contract packages are to contain specific CHRO language. Further information can be found on the CHRO web page at www.ct.gov/chro. Questions regarding these requirements are to be directed to CHRO at 860-541-3400.
- **Standard provisions for State-funded construction contracts.** The current version (dated April 2019) of the required State-funded contract provisions (*“Construction Contracts - Required Contract Provisions (State Funded Only Contracts)”*) is attached to this administrative guide. These requirements are updated periodically. Prior to advertising the contract, the Municipality should verify that the most current version of these requirements is included in the contract by confirming with the assigned DOT STEAP project contact or visiting the ”LOTICIP Documents and Forms” section of the Department’s Local Roads web page at: <https://portal.ct.gov/DOT/Office-of-Engineering/Highway-Design---Local-Roads---LOTICIP>
- **Certification of Compliance with Connecticut General Statute Section 31-57b.** The selected project contractor will be required to complete the Contractor’s Certification of Compliance with Connecticut General Statute Section 31-57b. A copy of this form is attached to these guidelines. The Municipality must retain the completed form in the project files.

B. State Vendor in Place:

The Municipality may use State Vendor-in-Place contractors to undertake the construction project as appropriate. The contract unit price for each construction item will be used.

The District Construction Office's Municipal Coordinator can be contacted to get vendor information. They may be contacted at the following telephone numbers:

District 1: (860) 258-4613
District 2: (860) 823-3286
District 3: (203) 389-3145
District 4: (860) 585-2760

C. Other Methods

The Municipality may use other methods to accomplish project construction only if approved by DOT in advance.

PROJECT SCHEDULE/PROJECT COMPLETION DATE

As mandated by OPM, and as will be specified under the State/Municipal STEAP Agreement, a time frame of 730 calendar days (2 years) for completion of the project will be required. It is imperative that the project schedule be adhered to, and the Municipality shall provide written notification to the DOT of any issues that may affect the schedule.

Time Extension of Project Completion Date:

If the specified completion date will not be met, the Municipality must request in writing a time extension from the DOT, citing the reason and the revised anticipated completion date. **As mandated by OPM, only a single, one-time extension can be issued not to exceed an additional 365 calendar days (1 year) for a total maximum time of completion period for the project of 1,095 calendar days (3 years).**

Conditions of project time extensions:

- If a project is to be granted a time extension, such extension must be requested by the Municipality and approved by DOT prior to the original completion date which is specified in the State/Municipal STEAP Agreement.
- Time extension requests shall be signed by the Municipal official responsible for signing the State/Municipal STEAP agreement.
- There shall not be any break in contract dates to ensure all allowable incurred expenses can be reimbursed.
- An expired contract will not be extended.
- Time extensions will be approved by the DOT in writing to the Municipality. No formal supplemental State/Municipal Agreement or amended notice of grant award will be required to be executed.

STEAP PROGRAM FINANCES

Maximum STEAP Participation

The amount of the STEAP grant as awarded to the Municipality by OPM will be considered the maximum financial contribution to the project by the State. Municipal match requirements for the project as determined by OPM must also be met (see "MUNICIPAL MATCH" section below). Project costs that exceed the amount of the approved STEAP grant award are considered non-participating and shall be funded in accordance with approved STEAP application.

Disbursement of STEAP funds

No STEAP funds will be advanced to the Municipality. Payment of the STEAP funds to the Municipality by the DOT will be on a **reimbursement basis** (not a grant basis) for allowable project-related expenditures.

Per OPM directives, STEAP grant-funded project expenditures incurred prior to a contract being executed between municipality and the State will not be reimbursed. (**Note:** COVID-19 exclusion may apply – see “COVID-19 RELATED SPECIAL PROVISIONS” section below). Projects that include COVID-19 related work that was deemed eligible by OPM will be processed accordingly.

Municipal Match

The Municipality must meet the required municipal match to the STEAP grant award as approved/specified by OPM for each individual grant award.

Proof of meeting the required municipal match will be required to be submitted with reimbursement requests (see “INVOICING FOR REIMBURSEMENT/PROJECT PROGRESS REPORTS” section below).

Questions on application of the required match for your individual STEAP project can be directed to the assigned DOT project contact.

Further information on municipal match requirements (from OPM directives) is attached to these guidelines.

CHANGES IN PROJECT SCOPE

No changes in scope will be allowed from the approved application. The project work shall reflect the original scope and the grant is to be used for the purposes for which it was awarded.

INVOICING FOR REIMBURSEMENT/PROJECT PROGRESS REPORTS

Reimbursement requests to the DOT shall be submitted quarterly (not monthly). Projects of short duration may only require a single reimbursement request be submitted.

Reimbursement requests shall be submitted electronically on the proper form with all required supporting documentation to facilitate the reimbursement. Proof of expenditure of required municipal match (as applicable) must also be included. General information on invoicing and the required forms can be found on the DOT’s web page here: [Invoice Summary and Processing Form Cover Information](#). The Municipality should coordinate with the assigned DOT project contact for any questions relative to invoicing.

Along with each quarterly reimbursement request, the Municipality must submit a Progress Report documenting project progress, a brief narrative describing the work has been accomplished during the reporting period, anticipated activities/milestones for the next reporting period, along with financial information showing the total grant amount, total grant expenditures/reimbursement requests for the quarterly reporting period and to date, total required municipal match expended (if applicable), estimated remaining grant balance and the anticipated completion date for project. A description of any issues that may cause schedule delays or that may affect the project completion date is also to be included.

Note: for any quarter where STEAP expenditures are not incurred and/or invoiced, a progress report must still be submitted to document project progress. These progress reports are to be submitted directly to the assigned DOT project contact via email.

Quarterly reporting periods are as follows: January 1 through March 31, April 1 through June 30, July 1 through September 30, October 1 through December 31. A sample progress report is attached to these guidelines for reference.

COVID-19 RELATED SPECIAL PROVISIONS

As part of the application approval process, OPM has determined whether COVID-19 related special provisions apply to each awarded STEAP grant. These provisions allow for certain COVID-19-related capital expenditures from March 10, 2020 to the completion date of the project to be eligible for STEAP grant participation.

The applicability of the COVID-19 related special provisions to each individual STEAP grant award will be included in the email correspondence from DOT transmitting these Administrative Guidelines to each Municipality.

Further information on the COVID-19 special provision (from OPM directives) is attached to these guidelines.

NOTIFICATION OF PROJECT COMPLETION/PROJECT CLOSEOUT

The Municipality must notify the DOT in writing of the completion of the project and provide a final project Progress Report. The notification of project completion must be signed by the Municipal official responsible for signing the State/Municipal STEAP Agreement. The Municipality must also submit the final total expenditures for the project. The notification and expenditure information are to be sent to the assigned DOT project contact. Transmission via email is acceptable (and preferred). The DOT will then initiate a final audit and the grant closeout process.

REPURPOSING OF UNEXPENDED STEAP GRANT BALANCES

As mandated by OPM, there will be no further repurposing of award funds from the original contract award. Unspent balances associated with completed projects or expired contracts must be returned to the administering agency. This will occur as part of the project/grant closeout process.

QUESTIONS?

Questions regarding these Administrative Guidelines can be directed the assigned DOT project contact, or to:

Vitalij V. Staroverov, P.E.
Transportation Project Engineer
Connecticut Department of Transportation
P.O. Box 317546
Newington, CT 06131-7546
Vitalij.Staroverov@ct.gov

William E. Grant, P.E.
Transportation Supervising Engineer
Connecticut Department of Transportation
P.O. Box 317546
Newington, CT 06131-7546
William.E.Grant@ct.gov

Hugh H. Hayward, P.E.
Transportation Principal Engineer
Connecticut Department of Transportation
P.O. Box 317546
Newington, CT 06131-7546
Hugh.Hayward@ct.gov

Note: Most DOT staff are currently teleworking due to the COVID-19 pandemic. **Communication via email is the most efficient and is preferred.**

Further information regarding the STEAP program can be found on the OPM web page here: [OPM STEAP](#)

STATE POLICIES & EXECUTIVE ORDERS REGARDING
ARCHITECT/ENGINEER/CONSULTANT FEES



CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

POLICY NO. F&A-30

July 23, 2015

SUBJECT: Maximum Fees for Architects, Engineers, and Consultants

It is Department policy that maximum fees for architects, engineers, and consultants shall be in accordance with the provisions of Chapter 11 of United States Code Title 40, Part 36 of Title 48 of the Code of Federal Regulations (CFR) and 23USC 11 2(b)2:

Under the terms of these federal regulations, the Department "shall accept indirect cost rates established in accordance with the Federal Acquisition Regulations for 1-year applicable accounting periods by a cognizant Federal or State government agency...." and "...shall apply such rates for the purpose of contract estimation, negotiation, administration, reporting and contract payment and shall not be limited by administrative or defacto ceilings of any kind."

If a project, part of a project or, a new task based assignment (project) is federal funded, then the above stated requirements shall apply.

All new agreements that do not have federal funding will apply the requirements of Policy Statement No. EX.O.-33, dated June 25, 2015.

The below listed agreement and assignments which contain the reference of GL 97-1 in their language shall be completed using the maximum limits contained in OPM's GL 97-1:

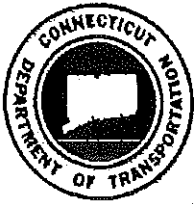
- Existing agreements that are supplemented after June 25, 2015
- Existing task based agreements
- New task based assignments (projects) that have no federal funding
- Extra work claims on existing agreements

This policy also applies to those entities (i.e., towns, utilities, etc.) that receive federal funding for any phase of a project.

(This Policy Statement supersedes Policy Statement No. F&A-30 dated April 12, 2006)

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James Redeker
Commissioner



CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

POLICY NO. EX.O. - 33
June 25, 2015

SUBJECT: Policy on Non-Federally Funded Contract Fees for Architects, Engineers and Consultants performing services for the Department

On May, 4 2015 the Office of Policy and Management (OPM) rescinded OPM General Letter No. 97-1. OPM is currently working, in consultation with DOT, to establish revised guidelines regarding the reasonableness and allow-ability of various cost factors related to engineering consultant services as required by Section 13b-20m of the Connecticut General Statutes.

In the interim, the Department will utilize the following Policy on Non-Federally Funded Contract Fees for Architects, Engineers and Consultants performing services for the Department:

All contracts for architects, engineers and consultants shall be negotiated and awarded on the following basis:

1. Burden, Fringe, Overhead and Profit – Actual but not to exceed 165% for work utilizing a Home Office rate and 130% for work utilizing a Field Office rate.
2. Travel – Maximum is established per the State Travel Regulations (Manager's Agreement).

Each such contract must contain appropriate language to clearly acknowledge the parameters of this letter.

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James Redeker
Commissioner

GENERAL LETTER NUMBER: 71

Authorization:

Pursuant to the authority granted in Title 4a, Chapter 58, of the Connecticut General Statutes, as it may be amended from time to time, purchases of goods and/or services costing less than \$200,000 may be made, subject to the limitations set forth in sections a) through c) below, without prior and specific approval of the Department of Administrative Services (DAS), as appropriate, **provided that a DAS contract does not exist for the goods and/or services being acquired.**

Additionally, purchases of goods and/or services specifically listed in section d) below may be made, as appropriate, **provided that a DAS contract does not exist for the goods and/or services being acquired.** Non-competitive purchases, as defined in section “d” below, are not subject to any monetary or date limitations.

THE AUTHORITY GRANTED BY THIS GENERAL LETTER 71 TO AGENCIES IS PERMISSIVE, NOT MANDATORY; DAS WILL SOLICIT QUOTATIONS, BIDS OR PROPOSALS ON BEHALF OF ANY AGENCY UPON REQUEST.

Application:

a) Minor nonrecurring purchases of any type of goods or services up to \$5,000 (annually, per item) ., also known as direct or open market purchases, may be made without obtaining quotations or bids.

b) Purchases over \$5,000 and up to \$50,000 (annually, per item) must be based upon, when possible, at least three written quotations or bids, from responsible and qualified sources of supply.

c) Purchases over \$50,000 and less than \$200,000 (annually, per item) must be based upon, when possible, at least three written quotations or bids, from responsible and qualified sources of supply. Agencies must also publish their request for quotation or bid notice on the State Contracting Portal in accordance with the provisions in Connecticut General Statutes Section 4e-13. Instruction on posting bids to the State Contracting Portal can be found here: <https://portal.ct.gov/DAS/Procurement/Contracting/DAS-Procurement-Biznet-Instructions-to-Post-Solicitations>

d) The nature of certain purchases preclude competition and may be purchased directly without obtaining competitive quotations or bids. Such non-competitive purchases are limited to the following items only:

- Seminar or Certification Fees for Employees (i.e., Skill Path, Fred Pryor (or other local) seminars and/or professional designation/certification type trainings or workshops)
- Rental of conference and/or hotel facilities
- Publications
- Subscriptions (including electronic subscriptions)
- Advertising (including online and/or social media advertising fees)
- Dues, Fees, Tuitions, Honorariums, Sponsorships, Mentorships
- Certain public utility services (electric generation services, electric distribution services; water services, and natural gas distribution services)
- Cable and satellite television equipment and services (excluding internet services and excluding telephone services)
- Renewal of software licenses and Renewal of software maintenance
- Postage
- Licenses (*excluding software licenses*)
- Eyeglasses
- Dentures
- Hearing aids and hearing aid supplies
- Transportation of persons and freight
- Prosthetics
- Rehabilitation technology and placement equipment

d) Continued

- Donations to charitable organizations and scholarship funds
- Gift cards
- Exhibit space and booths at trade-shows/conventions or other events
- Hiring of guest speakers (i.e., notable persons or personalities) for conferences and/or other events
- Catering services
- Car wash services
- Florist services
- Payments of parking fees (including validations)
- Law enforcement service dogs
- Products or services from professional associations to which the agency is a member
- Railroad or utility flagging services, materials and/or installation of materials for railroad and utility services required by the Department of Transportation
- Reimbursements to educational institutions (i.e., regional education service centers) for training, professional development and program evaluation services required by the Department of Education
- Purchases by the Board of Education and Services for the Blind (BESB) and Department of Correction Enterprise Program of commodities for resale to BESB and DOC Enterprise customers
- Historical document conservation treatment
- Purchases by the Department of Emergency Services and Public Protection of various services to support the maintenance and operation of “undercover” residential homes throughout the state.
- Expert Witnesses
- Purchases by the Department of Economic and Community Development of Fine Arts and Fine Art related services

No annual limits or restrictions are established for the specific categories of items listed in this section. Upon the request of one or more agencies, DAS may supplement on a case-by-case basis the above categories of items and issue a revised General Letter 71 evidencing the change.

e) Emergency repairs and emergency purchases costing up to \$200,000 may be made without obtaining quotations or bids (excluding real property). An “emergency” exists where the normal operation of an agency (or portions thereof), the health or safety of any person, or the preservation of property would be seriously impaired, threatened or jeopardized if immediate action were not taken to correct the situation. All emergency purchases exceeding \$200,000 must be directed to DAS for processing through a Standardization Transaction request. Such emergency requests must be submitted in writing to DAS for approval. **Purchases for repairs, changes or renovations to real property must be made in accordance with the Department of Administrative Services/Division of Construction Services (“DAS/DCS”) guidelines and procedures for Agency Administered Projects.**

f) Purchase transactions between or among State agencies do not require competitive quotes and are not subject to annual limits or restrictions.

g) Agencies may purchase goods or contractual services from the United States Government, a federal agency, and any state government or any of their political subdivisions without obtaining quotes or competitive bids and without being subject to annual limits or restrictions. Agencies may not purchase from persons or entities who have contracts with any department, agency or instrumentality of the federal government (including cooperative purchase agreements and the use of federal contracts) without first obtaining the written approval from DAS, as appropriate.

h) Agencies are required to ensure that purchases for equipment or appliances meet or exceed the federal energy conservation standards and meet or exceed the federal Energy Star standards consistent with Connecticut General Statutes Section 4a-67c.

Review

An agency’s failure to follow any of the terms or conditions in this General Letter 71 may result in DAS rescinding the agency’s authority to purchase under this General Letter until such time as DAS is satisfied that the failure is not likely to recur. DAS may review any purchases made under this authority at any time. Agencies must retain copies of their request for quotations or invitations to bids, purchase orders, specifications, proposals and all corresponding documentation for the normal legal retention period or as otherwise provided for in Connecticut General Statutes Sections 11-8 and 11-8a. Agencies should not send to DAS copies of these documents unless otherwise requested. Agencies shall comply with Connecticut General Statute Section 4a-52a(e), as it may be amended from time to time, and all other applicable statutes, regulations and procedures..

Limitations

1. Agencies may not use the authority granted by this General Letter to purchase goods and contractual services that are already the subject of existing DAS contracts. Those goods and contractual services must be purchased against those existing contracts.
2. Agencies may not use the authority granted by this General Letter to enter into Personal Services Agreements or Purchase of Services Agreements.
3. Agencies may not issue Requests for Proposals (“RFPs”) to make purchases of goods and contractual services unless previously so authorized in writing by DAS for each particular purchase.
4. As used in this General Letter, the terms “purchase” and “purchases” shall also mean “rent” and “rentals” (excluding purchases and rentals of real property).
5. When issuing bids or RFPs, agencies must follow all of the applicable requirements found in the DAS statutes, regulations and procedures governing purchases.
6. Agencies shall only allow purchasing under GL71 by staff holding any of the “Fiscal/Administrative” series of state job classifications.
7. Agencies shall establish procedures for Purchasing Card (p-card) holders that do not hold one of the above mentioned job classifications to ensure the p-card holders are trained in the use of state contracts and GL71, and to have an oversight and/or approval process in place for p-card purchases. This p-card oversight and/or approval process should be handled by agency fiscal staff who have sufficient purchasing experience and expertise.
8. All information technology purchases are required to have the approval of the DAS, Bureau of Enterprise Systems and Technology (BEST) prior to the purchase being made, regardless if it’s a GL71 or a contract purchase.

Other Information:

To obtain instructions and assistance in publishing your bid notices under the authority of this General Letter or for other related questions, please contact the DAS Procurement Division at 860-713-5095.

STATE-REQUIRED CONSTRUCTION CONTRACT PROVISIONS

("Construction Contracts - Required Contract Provisions (State Funded Only Contracts", April 2019)

Note: These provisions are updated periodically. Prior to advertising the contract, the Municipality should verify that the most current version of these requirements is included in the contract by confirming with the assigned DOT STEAP project contact or visiting the "LOTICIP Documents and Forms" section of the Department's Local Roads web page at: <https://portal.ct.gov/DOT/Office-of-Engineering/Highway-Design---Local-Roads---LOTICIP>

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

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3. Contract Wage Rates
4. Americans with Disabilities Act of 1990, as Amended
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 - a. Construction, Alteration or Repair of Public Works Projects; Wage Rates
 - b. Debarment List - Limitation on Awarding Contracts
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 - e. Residents Preference in Work on Other Public Facilities (Not Applicable to Federal Aid Contracts)
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- EXHIBIT B – Contractor Work Force Utilization / Equal Employment Opportunity (page 14)
- EXHIBIT C – Health Insurance Portability and Accountability Act of 1996 (HIPAA) (page 17)
- EXHIBIT D - Campaign Contribution Restriction (page 25)
- EXHIBIT E - State Wage Rates (Attached at the end)

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

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

2. Contractor Work Force Utilization / Equal Employment Opportunity

- (a) The Contractor shall comply with the Contractor Work Force Utilization / Equal Employment Opportunity requirements attached at Exhibit B and hereby made part of this Contract, whenever a contractor or subcontractor at any tier performs construction work in excess of \$10,000. These goals shall be included in each contract and subcontract. Goal achievement is calculated for each trade using the hours worked under each trade.
- (b) Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program. Plans shall be updated as required by ConnDOT.

3. Contract Wage Rates

The Contractor shall comply with:

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

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

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

4. Americans with Disabilities Act of 1990, as Amended

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

5. Connecticut Statutory Labor Requirements

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

(b) Debarment List. Limitation on Awarding Contracts. The Contractor shall comply with Section 31-53a of the Connecticut General Statutes, as revised.

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

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

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

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

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

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

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

Forms and instructions are available anytime by:

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

7. Executive Orders

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

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

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

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

- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

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

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

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such

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

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

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

9. Whistleblower Provision

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

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

10. Connecticut Freedom of Information Act

- (a) Disclosure of Records.** This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
- (b) Confidential Information.** The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives from the Contractor. However, all materials associated with the Contract are subject to the terms of the FOIA and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must

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

11. Service of Process

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

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

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

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

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

14. Forum and Choice of Law

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

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

15. Summary of State Ethics Laws

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

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

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. For the purposes of this Section, "Contractor Parties" means the Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (e) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (f) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

17. Campaign Contribution Restriction

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

18. Tangible Personal Property

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

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

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

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

20. Consulting Agreement Affidavit

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

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

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

EXHIBIT A**TITLE VI CONTRACTOR ASSURANCES**

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

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

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

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:**

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

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

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

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

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

EXHIBIT B

CONTRACTOR WORKFORCE UTILIZATION / EQUAL EMPLOYMENT OPPORTUNITY

1. Project Workforce Utilization Goals:

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

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

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

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

LABOR MARKET AREA GOAL
Female

Minority

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

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

Lower River				4.3%
1.8%				

Chester	Deep River	Essex	Old Lyme
Westbrook			

LABOR MARKET AREA GOAL

Minority

Female

New Haven				17.9%
3.1%				

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

New London				7.4%
3.1%				

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

Stamford				33.2%
2.1%				

Darien	Greenwich	New Canaan	Norwalk
Stamford	Weston	Westport	Wilton

Torrington				4.3%
1.8%				

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

Torrington

Warren

Waterbury				12.4%
1.6%				

Bethlehem
Southbury
Wolcott

Middlebury
Thomaston
Woodbury

Naugatuck
Waterbury

Prospect
Watertown

Rev. 4/24/2019

EXHIBIT C**Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).**

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter the “Department”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
 - (1) “Breach shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))
 - (2) “Business Associate” shall mean the Contractor.
 - (3) “Covered Entity” shall mean the Department of the State of Connecticut named on page 1 of this Contract.
 - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
 - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5))

- (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
 - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
 - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).
- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
 - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.

- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach
- A. The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.
- B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)) . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to

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

- D. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
 - E. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (i) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (j) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (l) Term and Termination.
- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
 - (3) Effect of Termination
 - (A) Except as provided in (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity

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

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

(m) Miscellaneous Provisions.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

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

April 2019

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

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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

EXHIBIT E

(state wages will be inserted here)

SAMPLE GENERAL MUNICIPAL CERTIFICATION FORM

2020 Small Town Economic Assistance Program (STEAP)

GENERAL MUNICIPAL CERTIFICATION

State Project Number: _____

Project Title: _____

I, _____, duly authorized

Name of Municipal Official

by the (Town, City, Borough) of _____ hereby certify and attest to the following **as applicable** to the project activities to be funded by the STEAP grant award:

1. That the method used for procuring any professional engineering/design/technical services to be funded by the STEAP grant is in accordance with established Municipal procurement procedures and applicable State policies/executive orders regarding architect/engineer/consultant fees.
2. That the project plans, specifications, and estimates for the project to be funded by the STEAP grant have been approved and accepted by the Municipality. Any exceptions or deviations from the applicable design standards have been authorized by the Municipality and are documented and retained in the project records.
3. That the Municipality owns or has the responsibility for maintaining the facility for which STEAP funding has been awarded, and will be responsible for all future maintenance of the facility or is otherwise satisfied that proper future maintenance is provided for.
4. That all public and private utility relocations have been addressed.
5. That all required permits and approvals from Federal, State, and local agencies have been obtained, and all applicable permits, permit conditions, and regulations will be complied with.
6. That the public has been informed of the project, concerns of the public have been considered, and the project is in the best interest of the general public.
7. That the project complies with Connecticut Environmental Policy Act.
8. Coordination with the State Historic Preservation Office has been conducted.
9. That the project is consistent with the Municipal plan of conservation and development plan (POCD).
10. That the Municipality has coordinated with the Department of Transportation's Office of Maintenance during the design phase for any work to be performed within the State right

of way, and the design has been deemed acceptable for issuance of an encroachment permit.

11. Rights of Way: That any necessary property rights have been properly acquired for work to be performed.
12. That the project complies with Americans with Disabilities Act of 1990.
13. That the project plans and specifications are complete and signed and sealed by the Engineer/Architect of Record.
14. Construction Inspection will be provided to adequately ensure the project is constructed in accordance with the project plans and specifications.
15. That separate financial accounts have been established specifically for this project as to provide for proper accounting and documentation of project expenditures.

Signed _____ Date _____

Title _____ *Municipal Seal*

CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH
CONNECTICUT GENERAL STATUTE SECTION 31-57B
FORM

STATE OF CONNECTICUT
Certificate of Compliance with
Connecticut General Statute Section 31 - 57b

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The _____ **HAS / HAS NOT**
Company Name (Cross out Non-applicable)

been cited for three (3) or more willful or serious or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency of court having jurisdiction or **HAS / HAS NOT** (Cross out Non-applicable) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid.

The list of violations (if applicable) is attached.

(Name of Firm, Organization or Corporation)

Signed: _____
Written Signature:

Name Typed: (Corporation Seal)

Title: _____
(Title of Above Person, typed)

Dated: _____

State of _____)
County of _____) *ss: A.D., 20* _____)

Sworn to and personally appeared before me for the above, _____,
(Name of Firm, Organization, Corporation)

Signer and Sealer of the foregoing instrument of and acknowledged the same to be the free act and deed of

_____, and his/her free act and deed as
(Name of Person appearing in front of Notary or Clerk)

(Title of Person appearing in front of Notary or Clerk)

My Commission Expires: _____
(Notary Public) (Seal)

SAMPLE QUARTERLY PROGRESS REPORT

**Small Town Economic Assistance Program (STEAP)
Quarterly Progress Report**

State Project Number: 170-322
Municipality: Town of Woodway
Project Title: Smith Road Bridge Replacement
Total STEAP Grant Award Amount: \$128,205.00
Total Municipal Match Required: \$25,000.00
Quarterly Report Number: 2
Quarterly Reporting Period: April 1, 2021 – June 30, 2021

Description of Project Activities Accomplished This Quarterly Reporting Period:

Contractor removed existing bridge superstructure, abutments and foundations
Contractor began excavation for new bridge foundations
Utility companies continued relocation of existing overhead utilities

Anticipated Activities/Milestones for Next Quarterly Reporting Period:

Contractor to install new bridge foundations and abutments
Relocation of overhead utilities to continue
Reconstruction of roadway approaches/roadway drainage system to begin

STEAP Reimbursement Requests to CTDOT

Amount for <u>This</u> Quarterly Reporting Period:	\$42,620.50
Total Amount for <u>Previous</u> Quarterly Reporting Periods:	\$34,255.39
Total Reimbursement Amount Requested to Date:	\$76,875.89
<u>Total STEAP Grant Award Amount:</u>	<u>\$128,205.00</u>
Remaining STEAP Grant Balance:	\$51,329.11

Required Municipal Match Expended (if applicable)

Amount for <u>This</u> Quarterly Reporting Period:	\$6,740.60
Total Amount for <u>Previous</u> Quarterly Reporting Periods:	\$10,150.15
Total Municipal Match Expended to Date:	\$16,890.75
<u>Total Municipal Match Required:</u>	<u>\$25,000.00</u>
Municipal Match Remaining to be Expended:	\$8,109.25

Miscellaneous (project issues that may affect schedule, etc.):

Delivery of pre-cast bridge deck units delayed by manufacturer to August 2021

Anticipated Project Completion Date: November 30, 2021

Prepared By: John Jones **Title:** Town Engineer **Date:** July 7, 2021

QUARTERLY PROGRESS REPORT TEMPLATE

**Small Town Economic Assistance Program (STEAP)
Quarterly Progress Report**

State Project Number:

Municipality:

Project Title:

Total STEAP Grant Award Amount:

Total Municipal Match Required:

Quarterly Report Number:

Quarterly Reporting Period:

Description of Project Activities Accomplished This Quarterly Reporting Period:

Anticipated Activities/Milestones for Next Quarterly Reporting Period:

STEAP Reimbursement Requests to CTDOT

Amount for This Quarterly Reporting Period:

Total Amount for Previous Quarterly Reporting Periods:

Total Reimbursement Amount Requested to Date:

Total STEAP Grant Award Amount:

Remaining STEAP Grant Balance:

Required Municipal Match Expended (if applicable)

Amount for This Quarterly Reporting Period:

Total Amount for Previous Quarterly Reporting Periods:

Total Municipal Match Expended to Date:

Total Municipal Match Required:

Municipal Match Remaining to be Expended:

Miscellaneous (project issues that may affect schedule, etc.):

Anticipated Project Completion Date:

Prepared By:

Title:

Date: