CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY
225 N MAIN STREET, SUITE 304, BRISTOL CT 06010 • WWW.CCRPA.ORG • 860.589.7820(P) • 860.589.6950(F)

MEMORANDUM

TO: Agency Board
FROM: Carl J. Stephani, Executive Director

DATE: June 23, 2011

FOR AGENDA: June 27, 2011

SUBJECT: Paratransit Services Agreement, Authorizing Resolution and Incumbency Certificate

For the past 16 years the Agency has administered the Region's Paratransit Service for the Region under an Agreement with the Connecticut Department of Transportation (ConnDOT). In other Regions this service is administered by ConnDOT, or another organization. This has been a beneficial arrangement for both the Agency and the ConnDOT because the Agency provides responsive management of the service to the citizens of the Region, and the ConnDOT provides the funds. The Agreement under which we have administered this program for the past 5 years will expire on June 30, 2011. ConnDOT staff has prepared the attached draft Agreement using the same Agreement under which we have been operating with the exception of changing from a five year term to a seven year term; otherwise, the Agreements are exactly the same.

On that basis, it is my

RECOMMENDATION

that your Board

Approve the attached Authorizing Resolution, Incumbency Certificate, and Paratransit Services Agreement and authorize the Executive Director to execute these documents as required.

cc: Tom Capobianco

Attachment(s): Paratransit Service Agreement
Authorizing Resolution
Incumbency Certificate

CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY
AUTHORIZING EXECUTION OF AGREEMENT
WITH
THE CONNECTICUT DEPARTMENT OF TRANSPORTATION

I Donald Naples, Board Secretary, certify that the following is a true copy of the vote of the Central Connecticut Regional Planning Agency at its meeting on the _____ day of _____, 20___, in Bristol, Connecticut, a quorum being present.

Authorizing the Agency's Executive Director, Carl J. Stephani, be and hereby are authorized to act on behalf of the Central Connecticut Regional Planning Agency in negotiating and executing contracts, and all appropriate, necessary contractual instruments with the Connecticut Department of Transportation.

I further certify that the above noted Resolution has not been in anyway altered, amended or repealed, and is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand of said Agency this ____ day of _____, 20__.

CENTRAL CONNECTICUT REGIONAL
PLANNING AGENCY

_____
Donald Naples, Board Secretary

INCUMBENCY CERTIFICATE

The undersigned, Donald Naples, Board Secretary, being the duly appointed and incumbent Certifying Official of Central Connecticut Regional Planning Agency, does hereby certify that at all times since this ____ day of _____, 20__, that Carl J. Stephani, Executive Director, of the Central Connecticut Regional Planning Agency, continues to have the authority in negotiating and executing contracts/agreements, and all appropriate and necessary contractual instruments with the Connecticut Department of Transportation. A true and correct specimen, of his/her signature, is set forth in the space below:

Signature:_____
CARL J. STEPHANI

IN WITNESS WHEREOF, I have hereunto set my hand of the Central Connecticut Regional Planning Agency on this ____day of_____, 20__.

CENTRAL CONNECTICUT REGIONAL
PLANNING AGENCY

_____
Donald Naples, Board Secretary

AGREEMENT BETWEEN
THE STATE OF CONNECTICUT
AND
THE CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY
CONCERNING
OPERATION OF REGIONAL TRANSIT SERVICE(S)
AND/OR
LEASE OF EQUIPMENT TO CONTINUE TRANSIT SERVICE(S)

PREPARED BY

OFFICE OF TRANSIT AND RIDESHARING
BUREAU OF PUBLIC TRANSPORTATION

JUNE 2011

Central Connecticut Regional Planning Agency
Agreement Number 4.19-03(11)
July 1, 2011 - June 30, 2018

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AGREEMENT BETWEEN
THE STATE OF CONNECTICUT
AND
THE CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY
CONCERNING
OPERATION OF REGIONAL TRANSIT SERVICE(S)
AND/OR
LEASE OF EQUIPMENT TO CONTINUE TRANSIT SERVICE(S)

THIS AGREEMENT, concluded at Newington, Connecticut, this _____ day of _____, 2011, by and between the State of Connecticut, Department of Transportation, acting herein by James P. Redeker, Acting Commissioner, duly authorized, hereinafter referred to as the "STATE", and the Central Connecticut Regional Planning Agency, a legally constituted Regional Planning Agency , having its principal place of business at 225 Main Street, Bristol, CT 06010, acting herein by Carl J. Stephani, Executive Director, hereunto duly authorized, hereinafter referred to as the "SECOND PARTY", collectively "THE PARTIES."

WITNESSETH THAT:

WHEREAS, the Second Party is the responsible planning agency within the region defined by the Secretary, Office of Policy and Management, under the provisions of chapter 127 of the General Statutes of Connecticut, as revised, and by Chapter 295 of the General Statutes of Connecticut, as revised, and

WHEREAS, the SECOND PARTY, is authorized to operate fixed route and/or demand-response and/or specialized transit services and is empowered to enter into contracts for the purpose of subsiding such services.

WHEREAS, the Commissioner of Transportation, State of Connecticut, has determined and found that the citizens of the SECOND Party's region require essential motor bus service, and

WHEREAS, the STATE, pursuant to Subsection (a) of Section 13b-34 of the General Statutes of Connecticut, as revised, is authorized to enter into this Agreement, and the Acting Commissioner of Transportation has made the required Express Finding pursuant to Section 13b-35 of the General Statutes of Connecticut, as revised.

INTRODUCTION - GENERAL REQUIREMENTS

NOW THEREFORE, the PARTIES hereto mutually agree as follows:

1. **Definitions** The following definitions shall apply to this Agreement:

   The term "Claims" as used herein is defined as all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

   The term "SECOND PARTY Parties" as used herein is defined as a SECOND PARTY'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 SECOND PARTY is in privity of oral or written contract and the SECOND PARTY intends for such other person or entity to perform under the Agreement in any capacity.

   The term "Records" as used herein is defined as all working papers and such other information and materials as may have been accumulated by the SECOND PARTY in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

   The term "STATE" as used herein is defined as State of Connecticut, including the Department of Transportation ("Department") and any office, department, board, council, commission, institution or other agency or entity of the STATE.

2. **Agreement of the Parties** The STATE hereby agrees to support transit service(s), and transit related activities as it may be applicable and as it may be approved by the STATE that are deemed essential for the comprehensive and long-term provision of mass transit services Statewide and in the SECOND PARTY's region upon the terms and conditions hereinafter set forth.

   The signature on this Agreement by the SECOND PARTY shall constitute certification that the SECOND PARTY, as a condition to receiving STATE assistance, as amended, will comply with the following Federal and/or STATE requirements and that the SECOND PARTY will ensure to pass through these Federal and/or STATE requirements, as applicable, to its subcontractors. These Administrative requirements, hereinafter referred to as **APPENDIX A**, and entitled "ADMINISTRATIVE REQUIREMENTS," are attached hereto and hereby made a part of this Agreement.

3. **Term of Agreement** This Agreement shall be and remain in effect for the period commencing July 1, 2011 and ending June 30, 2018, unless previously terminated in accordance with any other provision of this Agreement.

   (A) This Agreement may be modified as necessary to provide continuous transit service(s). If the Agreement is to be modified or continued beyond the term of the Agreement, the STATE and the SECOND PARTY shall execute an Original or Supplemental Agreement.

(B) The STATE assumes no liability for payment under the terms of this Agreement until said SECOND PARTY is notified that said Agreement has been approved as to form by the Attorney General of the State of Connecticut.

4. **Scope of Services** The SECOND PARTY shall operate transit services, and/or lease transit vehicles, and/or conduct studies, surveys, training, and technical assistance, and/or provide specialized services as may be requested and approved by the STATE.

5. **Maximum Financial Assistance** The PARTIES agree that the maximum financial assistance over the term of this Agreement is Thirteen Million Ninety Seven Thousand Forty Three Dollars ($13,097,043). The amount of money that the SECOND PARTY will receive annually in STATE funds ("STATE Funding") under this Agreement, is subject to the annual appropriation of funds by the STATE and, if applicable, the annual appropriation of Federal funds and the SECOND Party's commitment of any required contribution of funds.

   Throughout the term of this Agreement, within thirty (30) days prior to the commencement of each fiscal year, the STATE, in its sole discretion, will establish the annual budget for the forthcoming fiscal year ("Annual Funding") and set forth this Annual Funding amount in a purchase order issued to the SECOND PARTY ("Purchase Order"). The Purchase Order(s) will set forth the amount of the Annual Funding to be provided for that fiscal year, including the annual amount of STATE Funding and, if applicable, the annual amount of Federal Funding. Any expenses in excess of STATE Funding and, if applicable, Federal Funding will be the responsibility of the SECOND PARTY.

   Because the Annual Funding provided under this Agreement is the result of the STATE government's annual budget appropriation process, the SECOND PARTY acknowledges that its receipt of any Annual Funding is dependent upon whether any such appropriations are made and, if made, the amount(s) appropriated for any particular fiscal year within the term of this Agreement. Accordingly, if the applicable STATE appropriations are not made in whole or in part, or if the SECOND PARTY fails to provide any required contribution of SECOND PARTY funds, the STATE may withhold STATE Funding, in whole or in part. In any such event, the STATE is not obligated under this Agreement to provide funding to the SECOND PARTY from other sources of monies of the Treasury of the STATE. The STATE shall make the final determination as to the amount of Annual Funding to be provided under this Agreement.

   Partial payment(s) for expenses under this Agreement may be withheld by the STATE, if in the opinion of the STATE, the SECOND PARTY has not submitted sufficient documentation of the expenses for which it is requesting payment. The STATE may request further explanatory documentation for the purpose of determining the eligibility of the questioned expense(s). Failure of the SECOND PARTY to furnish the explanatory documentation cited above may result in the withholding of some or all of the requested payment.

6. **Transit Operations** Transit services shall include, but not be limited to, fixed route service, shuttle service, fixed-deviated route service, express bus service, federally mandated complementary paratransit service to persons with disabilities (Americans with Disabilities Act (ADA) service), dial-a-ride service and job access and reverse commute (JARC) transit service.

(A) System Structure, Routes, and Fares The SECOND PARTY shall operate transit service(s) and/or subcontract services, as mutually agreed upon by the STATE and the SECOND PARTY, in accordance with the fares, routes and system structure in effect on July 1, 2011 in the SECOND PARTY's region, and annually thereafter on July 1st. The schedule of transit operations is and shall continue to be designed to provide reasonable accommodations for passenger requirements.

The SECOND PARTY shall have the right to change fares, routes, and schedules in accordance with Article 6, Sections (B) "Changes in Transit Services" and (C) "Changes in Rates of Fare" hereof, except that any significant changes in fares, routes, and schedules shall require the prior written approval of the STATE.

(B) Changes in Transit Services Routes and schedules of transit service(s) may be reasonably changed from time to time by the SECOND PARTY, except for significant changes as set forth in Article 6, Section (A) "System Structure, Routes, and Fares" of this Agreement. However, the SECOND PARTY shall provide the STATE with a written notice at least fifteen (15) days before such changes are implemented. In accordance with federal requirements, the SECOND PARTY shall publish a public notice at least fifteen (15) days before such changes take place to afford the general public an opportunity to become aware of changes in transit service(s).

Such changes may include provisions for express service, extension of routes, park and ride service, dial-a-ride service, mini-bus feeder service, services required by the Americans With Disabilities Act of 1990 (ADA), as it may be amended, and other innovative or mandated developments in mass transportation.

(C) Changes in Rates of Fare The rates of fare may be reasonably increased from time to time by the SECOND PARTY, at its option. However, the SECOND PARTY shall provide the STATE with a written notice at least fifteen (15) days before such changes are implemented. In accordance with federal requirements, the SECOND PARTY shall publish a public notice at least fifteen (15) days before such changes take place to afford the general public an opportunity to become aware of changes in rates of fare. Rates of fare may be reasonably decreased upon prior written approval by the STATE.

(D) Resolving Disputes Funding for any changes in fares, routes and/or schedules, or for the addition of new routes and/or services, may be withheld by the STATE if, in the opinion of the STATE, the changes do not serve the best interest of the SECOND PARTY, the STATE, or the users of the service. Such funding may not be arbitrarily withheld by the STATE, and in the event of a disagreement, the STATE and the SECOND PARTY will meet within fifteen (15) days of notice to resolve the dispute.

7. **Transit Vehicles** The SECOND PARTY agrees that it currently is making and shall continue to make available, in order to provide service under the terms of this Agreement, a sufficient number of transit vehicles. The SECOND PARTY shall not dispose of any transit vehicles used to implement service under the terms of this Agreement without prior written approval by the STATE.

(A) Maintenance of Transit Vehicles and Equipment The SECOND PARTY shall maintain its transit vehicles and equipment in good, safe operating condition and maintain a proper preventive maintenance schedule for all transit vehicles and equipment.

(B) Preventive Maintenance Plan The SECOND PARTY shall certify to the STATE that a preventive maintenance plan is in place and shall provide to the STATE a copy of both the plan and the SECOND PARTY's certification that the plan has been implemented. Annually, thereafter, the SECOND PARTY shall provide to the STATE a certification that the SECOND PARTY continues revising, updating and implementing its preventive maintenance plan as necessary. The STATE reserves the right to confirm the implementation of such plans with on-site visits, with reasonable notice, at the STATE's convenience.

8. **Lease of STATE-Owned Transit Vehicles and/or Equipment** This Article applies to those Second Parties that are leasing or will lease STATE-Owned transit vehicles and/or STATE-Owned equipment.

(A) Lease Consent For good and valuable consideration, the STATE hereby may lease to the SECOND PARTY, the STATE-Owned equipment, and/or transit vehicles and/or support transit vehicles, together with accessories, registering fare boxes and/or spare wheels as may be necessary and approved by the STATE.

(B) Title of Transit Vehicles and Equipment Title of all transit vehicles and equipment shall be vested with the STATE. The SECOND PARTY shall not sublease, sell or dispose of any STATE-Owned transit vehicles and/or equipment without the prior written approval of the STATE.

(C) Registration of STATE-Owned Transit Vehicles STATE-Owned transit vehicles are and shall continue to be registered in the name of the State of Connecticut, Department of Transportation. The STATE may upon fifteen (15) days written notice to the SECOND PARTY withdraw any number of the leased transit vehicles as they are deemed necessary for the comprehensive transportation needs of the STATE. The STATE may also add whatever additional transit vehicles it deems necessary.

(D) Use of Transit Vehicles The leased transit vehicles shall be operated solely in transit services and/or support transit activities approved by the STATE and in conformance with the provisions of this Agreement, and shall be maintained, controlled and operated by the SECOND PARTY.

(E) Maintenance The SECOND PARTY shall maintain the transit vehicles in good, safe operating condition providing the proper preventive maintenance, at the minimum, in accordance with the manufacturer's preventive maintenance plan and schedule, including, but not limited to, the directive of the STATE and/or of the STATE's designee.

(F) Insurance STATE-Owned leased transit vehicles are and shall remain insured by the STATE under the terms and conditions currently in effect in the STATE Fleet Insurance Policy(ies).

(G) Tax Liability The SECOND PARTY hereby assumes and agrees to pay any taxes levied or to be levied on the leased transit vehicles for the tax period coincident with the duration of the operation of regional transit services.

(H) Inspection The STATE and/or the STATE's designee shall have the right to inspect the STATE-Owned leased transit vehicles and/or equipment at any reasonable time.

(I) Rehabilitation and/or Alterations The SECOND PARTY agrees that no rehabilitation, alterations or improvements shall be made to the STATE-Owned leased transit vehicles without the prior written approval of the STATE. All such alterations or improvements shall be the property of the STATE.

(J) Carrier Expense All costs incurred by the SECOND PARTY in connection with the STATE-Owned leased transit vehicles, including but not limited to the expense which may be incurred in accordance with Sections (D) "Use of Transit Vehicles," (E) "Maintenance," and (G) "Tax Liability" of this Article and capital expenses incurred pursuant to Section (I) "Rehabilitation and/or Alterations" above, shall be deemed to be carrier expense in the month incurred by the SECOND PARTY.

9. **Operating Income and Expenses** The SECOND PARTY, subject to the limitations set forth in Article 5, "Maximum Financial Assistance" is entitled to receive sufficient compensation by way of revenue or otherwise to cover all operating expenses to be determined in accordance with the following procedures:

(A) FTA Industry Uniform System of Accounts (USOA) and Records and Reporting Systems The SECOND PARTY shall maintain books and records in accordance with the applicable sections of the FTA Industry USOA and Records and Reporting Systems, and in accordance with sound accounting principles consistently applied.

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

(C) Financial and Operating Statements The SECOND PARTY shall submit to the STATE no later than twenty (20) days after the end of each calendar month, monthly financial and operating statements for each STATE project along with the following:

(1) The financial statement(s) setting forth the results of the SECOND PARTY's operations for said calendar month and consolidated for the calendar year-to-date. The financial statement(s) shall be completed using FTA Section 5335 - National Transit Database (NTD) reporting forms, Form 201 - Revenue Summary Schedule; Form 305 - Expenses Classified by Function; and Form 301 - Summary of Expenses Classified by Function. The SECOND PARTY may use electronic forms it may have developed that are similar to the NTD reporting forms.

(2) The Operating Statistical Report(s) per each STATE project with monthly total expenses, revenues, and deficit, total vehicle mileage and hours, and total linked and unlinked passenger trips including year-to-date totals.

(3) The definition of each transit service term under this Agreement shall be consistent with the definitions provided by the FTA in the NTD Reporting Manual as follows:

(i) Operating Expenses The expenses associated with the operation of the transit agency, and classified by function or activity, and the goods and services purchased. The basic functions and object classes are defined in Sections 5.2 and 6.2 of the USOA.

(ii) Vehicle Hours (Miles) The hours (miles) that a vehicle is scheduled to or actually travels from the time it pulls out from its garage to go into revenue service to the time it pulls in from revenue service. It is often called "platform time."

(iii) Revenue Service (Miles, Hours, and Trips) The time when a vehicle is available to the general public and there is an expectation of carrying passengers. These passengers either: directly pay fares, are subsidized by public policy, or provide payment through some contractual arrangement.

Vehicles operated in fare-free service are considered in revenue service. Revenue service includes layover/recovery time. Revenue service excludes: deadhead, vehicle maintenance testing, school bus service, and charter service.

(iv) Deadhead (Miles and Hours) The miles and hours that a vehicle travels when out of revenue service. Deadhead includes: leaving or returning to the garage or yard facility, and, changing routes, when there is no expectation of carrying revenue passengers. However, deadhead does not include: charter service, school bus service, operator training, maintenance training.

(v) Linked Passenger Trip A trip from origin to destination on the transit system. Even if a person must make several transfers during a journey, the trip is counted as one linked trip on the system.

(vi) Unlinked Passenger Trips The number of passengers who board public transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination.

(D) Payment Certification The signature on this Agreement by the SECOND PARTY shall constitute certification that, as a condition to receiving STATE financial assistance, that

(1) The SECOND PARTY is duly organized and existing under the laws of the State of Connecticut.

(2) The documentation provided to the STATE supporting reimbursement requests is a true and accurate statement of the expenses incurred and/or revenue received by said SECOND PARTY.

(3) The whole labor has been performed or Article furnished and no commission, discount, bonus, reward or present of any kind has been promised, received, or expected on account thereof by an office of the STATE.

(4) All goods and/or services were procured and/or rendered in compliance with STATE and Federal regulations and in accordance with the Agreement provisions hereof.

(5) All detail documentation supporting all expenditures and bus operational statistics (i.e., mileage, hours, and passengers) included in the financial and operational reporting forms is properly filed by the SECOND PARTY and/or its subcontractors.

(E) Operating Deficits It is the intent of the PARTIES that in the implementation of this Agreement, the STATE and the SECOND PARTY shall work together cooperatively to develop necessary operational savings and adjustments in fares, routes and/or schedules to prevent unreasonable operating deficits.

(F) Deficiency in Operating Income The SECOND PARTY and the STATE shall separately review the transit service(s) provided under the terms of this Agreement each month. In the event such transit service(s) shall be operating at a substantial deficit, the SECOND PARTY may, at its option, recommend and implement proposed changes, except for significant changes which must be approved by the STATE, with reference to said transit service(s) which will increase revenues and/or decrease expenses with the least inconvenience to the public.

10. **Liquidation of Indebtedness** The STATE may refuse at any time to make payments under this Agreement if:

(A) The SECOND PARTY has failed to comply with the terms of this Agreement or any applicable STATE and/or Federal law or regulation, or
(B) The SECOND PARTY is indebted to the State of Connecticut and the collection of the indebtedness will not impair accomplishment of the objectives of this Agreement.

Under such conditions, the STATE will inform the SECOND PARTY, in writing, that payment will not be made after a specified date until the noncompliance described in such notice is corrected or the indebtedness is liquidated.

11. **Payment of Recoverable Cost Due the STATE** The STATE shall have the right to set-off the following against amounts otherwise due the SECOND PARTY under this Agreement or under any other agreement or arrangement that the SECOND PARTY has with the STATE:

(A) Any cost that the STATE incurs which is due to the SECOND PARTY's non-compliance with this Agreement, and

(B) Any other amounts that are due and payable from the SECOND PARTY to the STATE.

Any sums taken in set-off from the SECOND PARTY shall be deemed to have been paid to the SECOND PARTY for purposes of the SECOND PARTY's payment obligations under Connecticut General Statute Section 49-41c.

12. **Maintenance and Audit of Records** The SECOND PARTY receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The SECOND PARTY receiving STATE funds must comply with Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

(A) Federal Single Audit Each SECOND PARTY that expends a total amount of Federal awards:

(1) Equal to or in excess of $500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program);

(2) Less than $500,000 shall be exempt for such fiscal year.

(B) State Single Audit Each SECOND PARTY that expends a total amount of STATE financial assistance:

(1) Equal to or in excess of $300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ Sections 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit;

(2) Less than $300,000 in any fiscal year shall be exempt for such fiscal year.

(C) Requests for Extension In the event the SECOND PARTY is unable to submit their annual audit report to the STATE within the timeframe required by STATE law and regulations, the SECOND PARTY must request an approval for an extension beyond that deadline by submitting a written request for an extension, prior to the deadline, to:

Connecticut Department of Transportation
Division of Internal Audits
2800 Berlin Turnpike
P. O. Box 317546
Newington, CT 06131-7546

A copy of the request must be sent to:

Connecticut Department of Transportation
Transit Manager (Operations)
2800 Berlin Turnpike
P. O. Box 317546
Newington, CT 06131-7546

The contents of the Federal Single Audit and the State Single Audit Report (collectively, the "Audit Reports") must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable. Such Audit Reports shall include management letters and audit recommendations.

The audited SECOND PARTY shall provide supplementary schedules with the following program/grant information: the program/grant number, STATE project number, Federal grant number (if applicable), phase and expenditures by phase. The sum of project expenditures should agree, in total, to the program/grant expenditures in the Audit Reports. Federal and STATE programs/grants should be listed separately. See attached schedule entitled "**Supplementary Program Information**" for format.

Some programs/projects may have a "Matching" requirement, the matching portion of which must be met from local funds. Where matching requirements exist, the audit must cover the complete program/project, including all expenditures identified with or allocated to the particular program/project at the local level, whether the expenditures are from Federal, STATE or Local Funds.

Any differences between the project expenditures identified by the auditor and those amounts approved and/or paid by the Connecticut Department of Transportation must be reconciled and resolved immediately.

Except for those projects advertised by the STATE, the SECOND PARTY agrees that all fiscal records pertaining to the project be maintained for seven (7) years after issuance of the project's certification of acceptance or three (3) years after receipt of the final Federal payment, whichever is later, provided there is no pending litigation. These records shall include the contract, contractor's monthly and final estimates and invoices, construction orders, correspondence, field books, computations, contractor's payrolls, EEO/AA records/reports, and any other project related records. **Such records will be made available to the STATE, State Auditors of Public Accounts and/or Federal Auditors upon request.** The audited SECOND PARTY must obtain written approval from the appropriate division within the Connecticut Department of Transportation prior to destruction of any records and/or documents pertinent to this Agreement.

The SECOND PARTY shall require that the workpapers and reports of the independent Certified Public Accountant ("CPA") be maintained for a minimum of five (5) years from the date of the Audit Reports.

The STATE, including the State Auditors of Public Accounts, reserves the right to audit or review any records/workpapers of the entity or municipality and the CPA pertaining to the Agreement.

13. **Americans with Disabilities Act (ADA) Certification** Second Parties which are required by the Americans With Disabilities Act of 1990 (ADA) to provide paratransit services for qualifying individuals are also required to conduct the ADA eligibility certification of clients applying in their region. The following steps, at the minimum, must be involved in this process:

(A) The SECOND PARTY must publicize itself as the repository for applications to qualify for certification for ADA paratransit service.

(B) The SECOND PARTY must supply applicants with STATE approved ADA eligibility application forms.

(C) If necessary, the SECOND PARTY should request physician or professional verification of the applicant's condition.

(D) The SECOND PARTY must arrange and conduct a face-to-face interview with each applicant for the purposes of obtaining information and/or observing the applicant's condition and behavior.

(E) The SECOND PARTY must review the collective data from the application, professional verification and interview.

(F) The SECOND PARTY must make a determination of the status of each applicant. The status could be fully eligible, conditionally eligible, temporarily eligible or not eligible.

(G) The applicant must be notified of the decision within twenty-one (21) days of the receipt of their application.

(H) There must be a provision for levels of appeal to the determination.

(I) The SECOND PARTY must conduct, at a minimum every three (3) years, re-certification of ADA clients to determine if eligibility still exists. The SECOND PARTY must document its re-certification process in its ADA policy. The STATE reserves the right to evaluate evidence that the SECOND PARTY is following its process.

This process may be revised by the STATE from time to time as necessary to incorporate mandated changes by the Federal and/or STATE ADA laws, policies or regulations.

14. **Annual Proposed Bus Operating Budgets** During the term of this Agreement, the SECOND PARTY is required to submit its proposed bus operating budgets for the next state fiscal year on the forms provided by the STATE no later than eight (8) weeks before the beginning of that fiscal year. To fulfill this requirement, the SECOND PARTY must provide to the STATE financial and performance statistical information related to its transit services to be provided, including but not limited to the following items: operational/administrative expenses, revenues, deficits, mileage, hours, and passengers.

15. **Grant Applications and Support Data** During the term of this Agreement, the SECOND PARTY shall file formal grant applications and/or operational support data and/or descriptions of operating needs with the STATE, at intervals determined by the STATE, providing fully detailed schedules of services, detailed line item budgets, and any other information required or requested by the STATE. Each grant application and/or operational support submission must be approved by the STATE.

Each STATE-approved grant application and/or operational support submission covering any portion of the Agreement term, is hereby incorporated by reference and made a part of this Agreement.

16. **Project Financial Reconciliations** In order to ensure that legitimate and reasonable costs for a specific project are reimbursed within the boundaries of the SECOND PARTY's contractual requirements under this Agreement, the STATE shall perform and complete project financial reconciliations to determine the final Federal and/or STATE project balance(s), if any, due/to from the SECOND PARTY.

    Upon completion of the STATE's financial review of the SECOND PARTY's Annual Audit and Supplementary Program Information (SPI) Forms in which the SECOND PARTY has received STATE subsidies from the STATE, resulting from project expenditures incurred and/or revenues collected during the reported project fiscal year, the SECOND PARTY will be notified in writing of the STATE's determination of the final STATE project balance(s), if any, due to/from the SECOND PARTY.

    Should the SECOND PARTY dispute the final STATE project balance(s), if any, due to/from the SECOND PARTY, it shall notify and provide to the STATE, in writing, within thirty (30) days of notice, sufficient documentation supporting the revised project expenditure and/or revenue results of its financial calculations. If the supporting documentation is not submitted within thirty (30) days, or if it is incomplete or if it is not satisfactory to the STATE, the STATE shall proceed with the final closeout of the project. However, the STATE could re-open any project for any reason the STATE deems necessary.

17. **Inspections and Site Visits** The STATE shall have the right to inspect the SECOND PARTY's administrative facility(ies), equipment, transit vehicles, and records in the State of Connecticut with respect thereto as shall be reasonably necessary to confirm the proper operational and administrative upkeep of such assets purchased and/or being subsidized with STATE funds.

18. **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 SECOND PARTY's and SECOND PARTY Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.

    (B) The SECOND PARTY shall maintain, and shall require each of the SECOND PARTY Parties to maintain, accurate and complete Records. The SECOND PARTY shall make all of its and the SECOND PARTY 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 SECOND PARTY 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 SECOND PARTY shall keep and preserve or cause to be kept and preserved all of its and SECOND PARTY 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 SECOND PARTY shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(E) The SECOND PARTY 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 SECOND PARTY shall cooperate with an exit conference.

(F) The SECOND PARTY shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any SECOND PARTY Parties.

19. **Environmental Law Compliance** The SECOND PARTY shall be responsible for compliance with all Federal and STATE environmental laws and regulations pertaining to the operation of transit motor buses and/or facilities, owned and/or leased by the SECOND PARTY, including but not limited to, pollutants emissions control, storage and/or disposal of waste, fluids, fuels, oil, and chemicals in general. The SECOND PARTY shall be responsible for compliance with Occupational Safety and Health Administration (OSHA) regulations. The SECOND PARTY will hold the STATE harmless of any lawsuits and/or fines with respect to any environmental and/or OSHA regulations violations.

20. **Salaries** Payment for personnel services for the staff assigned by the SECOND PARTY in conjunction with this Agreement shall be in accordance with the prevailing salary scale authorized by the SECOND PARTY consistent with the salary schedules for other employees of the SECOND PARTY. Salary increases that are granted to any SECOND PARTY personnel must be consistent with budgetary limitations.

21. **State Travel Regulations** The SECOND PARTY shall utilize its STATE financial resources to finance the absolute minimum amount of travel necessary to participate in regional and national transportation conferences, seminars, and training activities to maintain and enhance the efficiency to manage and/or operate its transit services. Out-of-the-state traveling, actual, reasonable, receipted overnight accommodation expenses, and actual, reasonable, receipted other expenses shall be reimbursed by the STATE in accordance with the rates currently in effect at the time such expenses are incurred, in the existing **Maximum Per Diem Rates for Localities, as depicted in memorandum No. 2010-26** issued by the Office of the State Comptroller, dated September 8, 2010, or its replacement thereafter. Said regulation is incorporated herein by reference.

22. **Waiver** The waiver of the breach of any section, covenant, or condition herein contained shall not be construed as the waiver of such section, covenant, or condition, or of any subsequent breach thereof.

23. **Covenant Against Assignment** The SECOND PARTY shall not, without prior written consent of the STATE, assign or transfer all or any part of its rights, powers or duties arising hereunder.

24. **Publication of Reports** The ownership of all data and material collected under this Agreement shall be vested in the SECOND PARTY and the STATE. All reports shall be submitted to the STATE for review prior to publication. The following statement should appear on the cover or title page of any published report prepared under the terms of this Agreement:

    Prepared in cooperation with the State of Connecticut Department of Transportation (including its participating agencies). The opinions, findings and conclusions expressed in this publication are those of the SECOND PARTY and do not necessarily reflect the official views or policies of the State of Connecticut Department of Transportation and/or any participating agencies.

25. **Termination** The STATE reserves the right to terminate, suspend, abandon, or postpone this Agreement:

    (A) Without cause with sixty (60) days prior written notice to the SECOND PARTY, or

    (B) With cause, forthwith, upon delivery to the SECOND PARTY of written notice of termination, citing any one or more of the following reasons:

    (1) This Agreement is being superseded by a fully executed replacement Agreement.

    (2) The SECOND PARTY discontinues the operation of service.

    (3) The SECOND PARTY takes any action and/or fails to take required action pursuant to the terms of this Agreement without the required approval(s) of the STATE.

    (4) The SECOND PARTY being declared by competent authority to be incapable of operation under this Agreement.

    In the event of termination, the STATE shall reimburse the SECOND PARTY on an equitable basis for services rendered up to the date of termination of the Agreement, through discussions with the SECOND PARTY, with the final determination to be made by the STATE. In determining the basis for such an equitable settlement, the STATE shall consider (a) the amount of work performed by the SECOND PARTY, less any payments previously made, and (b) the amount of reimbursable expense incurred by the SECOND PARTY, less any payments previously made.

    Any misrepresentation or omission of a material fact by the SECOND PARTY concerning the SECOND PARTY's authority or ability to carry out the obligations assumed by the SECOND PARTY hereunder shall terminate the obligation of the STATE, and it is understood and agreed by the SECOND PARTY that if a material fact has been misrepresented or omitted by the SECOND PARTY, the STATE may recover all payments made by the STATE under this Agreement.

    Either party hereto shall have the right to terminate this Agreement thirty (30) days after notifying the other party of such party's breach in any material respect of the provisions of this Agreement

and such notified party's failure to cure such breach prior to the expiration of such thirty (30) day period.

26. **Official Notice(s)** It is mutually understood and agreed by the PARTIES hereto that any "Official Notice" from one such party to the other such party (or parties), in order for such Notice to be binding thereon, shall:

(A) Be in writing (hardcopy) addressed to:

(1) When the STATE is to receive such Notice -

Commissioner of Transportation
Connecticut Department of Transportation
P.O. Box 317546
Newington, CT 06131-7546

(2) When the SECOND PARTY is to receive such Notice -

The person acting herein as signatory for the SECOND PARTY.

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

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

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

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

27. **Prior Approval and Finding** Neither the STATE nor the SECOND PARTY shall incur any obligation under this Agreement, until such time as the STATE notifies the SECOND PARTY, in writing, that the Express Finding required by Section 13b-35 of the General Statutes of Connecticut, as revised, has been made, and that this Agreement has received the written approval as to form of the Attorney General.

28. **Entire Agreement** The terms and provisions herein contained constitute the entire Agreement between the PARTIES and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both PARTIES hereto; and nothing contained in the terms or provisions of this Agreement shall be construed as waiving any of the rights of the STATE under the laws of the State of Connecticut. Nothing contained in this Agreement shall be construed as an agreement by the STATE to directly obligate the STATE to creditors or employees of the SECOND PARTY.

Central Connecticut Regional Planning Agency
Agreement Number 4.19-03(11)
July 1, 2011 - June 30, 2018

SIGNATORY PAGE

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals on the day and year indicated:

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

Sign: _____
Print Name:

By _____(Seal)
James P. Redeker
Acting Commissioner

Sign: _____
Print Name:

Date _____

WITNESSES:

Central Connecticut Regional Planning Agency

Sign: _____
Print Name:

By _____(Seal)
Carl J. Stephani
Executive Director

Sign: _____
Print Name:

Date _____

APPROVED AS TO FORM:

_____
Attorney General
State of Connecticut

Date _____

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
EXPRESS FINDING
PURSUANT TO SECTION 13b-35 OF THE
GENERAL STATUTES OF CONNECTICUT, AS REVISED

BE IT KNOWN, THAT I James P. Redeker, Acting Commissioner of Transportation, State of Connecticut, intend to exercise the power conferred by Subsection (a) of the Section 13b-34 of the General Statutes of Connecticut, as revised, and herewith make the Express Finding, pursuant to Section 13b-35 of the General Statutes of Connecticut, as revised, that:

1. - The transportation facilities in the Central Connecticut Regional Planning Agency area with respect to which the powers are to be exercised may be discontinued, disrupted or abandoned in whole or in part.

2. - The discontinuance, disruption or abandonment of such facilities will be detrimental to the general welfare of the STATE.

3. - The exercise of such powers is essential to the continuation and improvement of such necessary supporting transportation facilities.

In accordance with the Express Finding herein made, I intend to enter into an agreement with the Central Connecticut Regional Planning Agency whereby the STATE agrees to provide financial assistance to the Central Connecticut Regional Planning Agency for the operation of regular route, and/or demand response, and/or specialized transit services, and transit related activity, and will provide funding for the period commencing July 1, 2011 through June 30, 2018.

Dated at Newington, Connecticut, this day of , 2011.

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

Sign: _____
Name:

_____
James P. Redeker
Acting Commissioner

Sign: _____
Name:

SUPPLEMENTARY PROGRAM INFORMATION

Type Your Transit District Name Here

Final Payment Determination

June 30, XXXX

Enter here the transit service type as it applies to your transit district One column per each state project number. >>>>>	Fixed Route	ADA	DAR	Access to Jobs	Shuttle	Rural Transit	RTAP	Capital	Capital	General	Total
Type ConnDOT project numbers here >>>>											
Type budget addenda numbers here>>>>											
Space for additional budget addenda numbers, if needed >>>											
Space for additional budget addenda numbers, if needed >>>											
Type FTA grant numbers here. >>>>											
Space for additional grant numbers, if needed >>>											
Space for additional grant numbers, if needed >>>											
Type the state program identification number here>>											
Sources of Funds											
I. Maximum Funds Authorized											
FTA - Direct Recipient											
FTA - Passed Through ConnDot											
ConnDot											
Local											
TOTAL											
II. Audited Expenditures											
III. Distribution of Audited Costs											
FTA - Direct Recipient											
FTA - Passed Through ConnDot											
ConnDot											
In-Kind Contributions											
Local											
TOTAL											
IV. ConnDot Responsibility											
FTA - Passed Through ConnDot											
ConnDot											
Payments Received											
Due (To) From ConnDot June 30, XXXX											
Payments Received After June 30, XXXX											
Amount Due (To) From ConnDot At [Type Date Here]											

SUPPLEMENTARY PROGRAM INFORMATION

Type Your Transit District Name Here

Combining Statement of Activities

June 30, XXXX

Enter here the transit service type as it applies to your transit district One column per each state project number. >>>>>	Fixed Route	ADA	DAR	Access to Jobs	Shuttle	Rural Transit	RTAP	Capital	Capital	General	Total
Type ConnDOT project numbers here >>>>											
Type budget addenda numbers here>>>>											
Space for additional budget addenda numbers, if needed											
Space for additional budget addenda numbers, if needed											
Type FTA grant numbers here. >>>>											
Space for additional grant numbers, if needed >>>											
Space for additional grant numbers, if needed >>>											
Type the state program identification number here>>											
REVENUES											
401 Passenger Fares											
Auxiliary Transportation Revenues											
Non-transportation Revenues											
FTA - passed through ConnDot											
FTA - Direct Recipient											
ConnDot											
In-Kind Contributions											
Cash Contribution											
Interest											
Miscellaneous											
TOTAL REVENUES											
EXPENSES											
501.01 Operators Salaries & Wages											
501.02 Other Salaries											
502 Fringe Benefits											
503 Services											
504.01 Fuel & Lubricants											
504.02 Tires and Tubes											
504.99 Other Materials and Supplies											
505 Utilities											
506 Casualty and Liability Cost											
507 Taxes											
508 Purchased Transportation											
509 Miscellaneous Expenses											
510 Expense Transfers											
TOTAL EXPENSES											
RECONCILING ITEMS											
511 Interest Expense											
512 Leases and Rentals											
513 Depreciation											
513.13 Amortization of Intangibles											
514 Purchase Lease Payments											
515 Related Parties Lease Agreements											
516 Other Reconciling Items											
TOTAL RECONCILING ITEMS											
TOTAL SYSTEM EXPENSES											
Excess (deficiency) of revenues over expenses											
Fund balance, beginning of year											
Adjustment - Contract funded equipment purchases											
Fund balance, end of year											

1. **Insurance** With respect to the operations performed by the SECOND PARTY under the terms of this Agreement and also those performed for the SECOND PARTY by its subcontractor(s), the SECOND PARTY will be required to carry, and shall ensure that its subcontractor(s) carry, the insurance coverage included in paragraphs (A), (B), and (C) below, for the duration of this Agreement, and any supplements thereto, with the STATE being named as an additional insured party for paragraphs (A) and (B) below, at no direct cost to the STATE.

   In the event the SECOND PARTY secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (A) and/or (B) below, the State of Connecticut shall be named as an additional insured.

   (A) Motor Vehicle (Automobile Liability) Insurance

   (1) Statewide Insurance Consortium The SECOND PARTY is encouraged to secure insurance through the Statewide Insurance Consortium for all motor vehicles owned by the SECOND PARTY. If the SECOND PARTY does not secure insurance through the Statewide Insurance Consortium, the SECOND PARTY shall demonstrate to the STATE on a yearly basis that it is carrying appropriate coverage as required by the Department of Motor Vehicles. If insurance is purchased directly by the SECOND PARTY or any subcontractors, the SECOND PARTY shall be reimbursed for no more than the estimated per vehicle cost of insurance purchased through the Statewide Insurance Consortium.

   The SECOND PARTY and/or its subcontractor(s) shall notify and submit proper documentation of any and all insurance claims to the Statewide Insurance Consortium within three (3) business days.

   (2) STATE-Owned Transit Vehicles The operation of all motor vehicles, which are STATE-Owned vehicles, including those hired, leased or borrowed, used in connection with the Agreement shall be insured by the STATE under the terms and conditions in effect and in accordance with the STATE Fleet Insurance Policy(ies).

   (3) Non-STATE-Owned Transit Vehicles The operation of all motor vehicles, which are not STATE-Owned vehicles, including those hired, leased or borrowed, used in connection with the Agreement shall be covered by Automobile Liability Insurance providing for a total limit of (a) One Million Dollars ($1,000,000) for vehicles with a seating capacity of ten (10) or less passengers, (b) One Million Five Hundred Thousand Dollars ($1,500,000) for vehicles with a seating capacity of fourteen (14) or less passengers, and (c) Five Million Dollars ($5,000,000) for vehicles with a seating capacity of fifteen (15) or more passengers, for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence.

   (B) Commercial General Liability Insurance Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of not less than One Million Dollars ($1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and for all damages arising out of injury to or destruction of property in any one accident or occurrence and subject to that limit per accident or occurrence, a total (or aggregate) limit of Two Million Dollars ($2,000,000) for all damages arising out of bodily injuries to

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

(C) Workers' Compensation Insurance With respect to all operations the SECOND PARTY performs and all those performed for the SECOND PARTY by subcontractors, the SECOND PARTY shall carry, and shall ensure that its subcontractor(s) carry(ies), Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States, respectively.

In conjunction with paragraphs (A), (B) and (C) above, the SECOND PARTY agrees to furnish to the STATE, a Certificate of Insurance on a form **acceptable** to the STATE, fully executed by an insurance company or companies satisfactory to the STATE, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

With respect to activities performed directly and exclusively by the SECOND PARTY, the SECOND PARTY may request that the STATE accept coverage provided under a self-insurance program. The SECOND PARTY shall submit to the STATE a notarized statement, by an authorized representative:

(1) certifying that the SECOND PARTY is self-insured;

(2) describing its financial condition and self-insured funding mechanism;

(3) specifying the process on how to file a claim against the SECOND PARTY's self-insurance program, including information of the name, title, and address of the person to be notified in the event of a claim; and

(4) agreeing to indemnify and save harmless the State of Connecticut, its officials, agents, and employees from all claims, suits, actions, damages, and costs of every name and description resulting from, or arising out of, activities performed by the SECOND PARTY under this Agreement with the STATE.

If requested by the STATE, the SECOND PARTY must provide any additional evidence of its status as a self-insured entity. If such self-insurance program is acceptable to the STATE, in its sole discretion, then the SECOND PARTY shall assume any and all claims as a self-insured entity.

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

2. **Indemnification and Claims Against the STATE**

(A) The SECOND PARTY shall indemnify, defend and hold harmless the STATE and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in conjunction with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the SECOND PARTY or SECOND PARTY Parties;

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

(B) The SECOND PARTY shall not be responsible for indemnifying or holding the STATE harmless from any liability arising due to the negligence of the STATE or any other person or entity acting under the direct control or supervision of the STATE.

(C) The SECOND PARTY shall reimburse the STATE for any and all damages to the real or personal property of the STATE caused by the Acts of the SECOND PARTY or any SECOND PARTY Parties. The STATE shall give the SECOND PARTY reasonable notice of any such claims.

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

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

(F) The rights provided in this section for the benefit of the STATE shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(G) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

3. **Waivers of Sovereign or Governmental Immunity** The SECOND PARTY shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the STATE and the SECOND PARTY, unless requested to do so by the STATE. If this Agreement is between the STATE and a municipality, the municipality agrees that in the event of an adjustment of claims or in the defense of any suit between the STATE and the municipality, the municipality shall not use the defense of Governmental Immunity.

4. **Code of Ethics** The SECOND PARTY hereby acknowledges and agrees to comply with the policies enumerated in "**Connecticut Department of Transportation Policy Statement Policy No. F&A-10, Subject: Code of Ethics Policy**", June 1, 2007, a copy of which is attached hereto and made a part hereof.

5. **Connecticut Required Contract/Agreement Provisions (SEEOR)** When the SECOND PARTY receives STATE or Federal funds it shall incorporate the **"Connecticut Required Contract/Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" (SEEOR)**, dated March 3, 2009, as may be amended from time to time, as a material term of any contracts/agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The SECOND PARTY shall also attach a copy of the SEEOR, as part of any contracts/agreements with contractors, consulting engineers or other vendors and require that the contractor, consulting engineers or other vendors attach the SEEOR to its subcontracts.

6. **Executive Orders** This Agreement 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 Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and made a part of the Agreement as if they had been fully set forth in it. At the SECOND PARTY's request, the STATE shall provide a copy of these orders to the SECOND PARTY.

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

8. **Excusable Causes of Nonperformance (Force Majeure)** In the event that the SECOND PARTY is rendered unable wholly or in part by a "Force Majeure" (as defined herein) to carry out its obligations under this Agreement, it is agreed that on notice to the STATE setting forth the particulars of such Force Majeure, in writing, the obligations of the SECOND PARTY to the extent affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall as far as possible be remedied with all reasonable dispatch.

   The term "Force Majeure" as employed herein, shall mean acts of God, riots, embargoes, wars, blockades, insurrections, strikes and work stoppages, fires, snow, ice, floods, governmental orders or regulations, accidents and other contingencies beyond the reasonable control of the SECOND PARTY and which by the exercise of due diligence, the SECOND PARTY is unable to prevent or overcome.

   The unavailability of operating equipment shall also be deemed to be Force Majeure as it is agreed that the SECOND PARTY has no obligation to make capital expenditures to replace equipment unless agreed to in writing by both PARTIES.

The PARTIES recognize the public essentiality of maintenance of motor bus service and the inadequacy of money damages as remedy for failure of the SECOND PARTY to provide and maintain such service to the satisfaction of the STATE, and the PARTIES agree that, in the event of a breach of this Agreement by the SECOND PARTY, the STATE may have judicial relief by way of specific performance including the appointment of operating and supervisory personnel under and responsible to judicial control, without waiver thereby of its other rights, including its right to terminate this Agreement pursuant to any other provision hereof.

9. **Jurisdiction and Forum Language** The PARTIES deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both PARTIES agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the STATE, and to the extent 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, 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 SECOND PARTY 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 of proceeding.

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

11. **CORE Agreement/Contract Purchase Order** The Agreement itself is not an authorization for the SECOND PARTY to provide goods or begin performance in any way. The SECOND PARTY may provide goods or begin performance only after it has received a duly issued purchase order against the Agreement. A SECOND PARTY providing goods or commencing performance without a duly issued purchase order in accordance with this section does so at the SECOND PARTY's own risk.

    The STATE shall issue a purchase order against the Agreement directly to the SECOND PARTY and to no other party.

12. **Agent for Service of Process** The Secretary of the State for the State of Connecticut is hereby appointed by the SECOND PARTY as its agent for service of process for any action arising out or as a result of this Agreement. Such appointment shall remain in effect throughout the life of this Agreement including any supplements hereto and all renewals thereof, if any, and six (6) years thereafter except as otherwise provided by statute.

13. **Revisions in Organization** The SECOND PARTY shall notify the STATE, in writing, when there is a change in its Certificate of Incorporation or a change in the individual(s) in actual charge of the Work specified herein. The change shall not relieve the SECOND PARTY of any responsibility for the accuracy and/or completeness of all products of the Work under this Agreement, including all supplements thereto.

14. **Whistleblowing** This Agreement 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 SECOND PARTY takes or threatens to take any personnel action against any employee of the SECOND PARTY 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 SECOND PARTY shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this Agreement. Each violation shall be a separate and distinct offense and in 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 SECOND PARTY.

15. **Oversight of Large STATE Contracts** Pursuant to Public Act 98-191, if the cumulative value of all grants under this agreement is Five Million Dollars ($5,000,000) or more, the agreement will be classified as a Large STATE Contract and the SECOND PARTY will be classified as a Large STATE Contractor. In addition, if the SECOND PARTY enters into an agreement with a subcontractor that has a value of Five Million Dollars ($5,000,000) or more, this language must be included in the agreement with the subcontractor. This language should also be incorporated in Supplemental Agreements with the subcontractors if the cumulative value increases to Five Million Dollars ($5,000,000) or more,

    Each Large STATE Contractor shall post a notice of the provisions of this section relating to Large STATE Contracts in a conspicuous place which is readily available by the employees of the SECOND PARTY as follows:

    "If an officer, employee or appointing authority of a Large STATE 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 the Auditors of Public Accounts or the Attorney General under the provisions of this section, 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 the 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 executive head of the STATE or quasi-public agency may request the Attorney General to bring a civil action in the superior court for the judicial district of Hartford-New Britain to seek imposition and recovery of such civil penalty."

16. **Maximum Fees for Architects, Engineers, and Consultants** The SECOND PARTY hereby acknowledges and agrees to comply with the guidelines stipulated in the Office of Policy and Management's General Letter No. 97-1 when architects, engineers and/or consultants are retained. The **Office of Policy and Management's General Letter No. 97-1** is attached hereto and hereby made a part of this Agreement.

17. **Set-Aside** The SECOND PARTY acknowledges and agrees to comply with "**Special Provisions Small Contractors and Small Contractors Minority Business Enterprises (Set-Aside)**," dated March 2001, a copy of which is attached hereto and made a part hereof.

18. **Civil Rights Requirements** The SECOND PARTY shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d - 2000d-7), 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, all of which are hereby made a part of this Agreement.

19. **Drug and Alcohol Testing** As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR Part 655, subpart I, the SECOND PARTY certifies that it has established and implemented an anti-drug and alcohol misuse program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR Part 655.

20. **Americans with Disabilities Act (ADA)** This Article applies to those Second Parties which are responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (Act), Public Law 101-336. During the term of the Agreement the SECOND PARTY represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the SECOND PARTY to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the STATE upon notice to the SECOND PARTY. The SECOND PARTY 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 SECOND PARTY to be in compliance with this Act, as the same applies to performance under this Agreement.

The SECOND PARTY agrees to comply with 49 U.S.C. § 5301(d), which states that the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals with disabilities.

21 **Privacy Act** If applicable, the SECOND PARTY agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 522a. Among other things, the SECOND PARTY agrees to obtain the express consent of the Federal Government before the SECOND PARTY or its employees operate a system of records on behalf of the Federal Government. The SECOND PARTY understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

22. **Contract Work Hours and Safety Standards Act**

(a) When applicable, the SECOND PARTY agrees to include provision in contracts with its contractor/subcontractors in carrying out the Work, which may require or involve the employment of laborers or mechanics, which shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty (40) hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(b) In the event of any violation of the section set forth in paragraph (a) of this Article, any contractor/subcontractors responsible therefore shall be liable for the unpaid wages. In addition, contractor/subcontractors shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen

and guards, employed in violation of the section set forth in paragraph (a) of this Article, in the sum of Ten Dollars ($10.00) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the section set forth in paragraph (a) of this Article.

(c) The STATE upon its own action or upon written request of an authorized representative of the Department of Labor shall cause the SECOND PARTY to withhold or cause to be withheld, from any moneys payable by the SECOND PARTY on account of work performed for it by contractor/subcontractors under any such contract/agreement or any other Federal Contract/Agreement or any Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the section set forth in paragraph (b) of this Article.

(d) The SECOND PARTYs contractor/subcontractors shall insert in any contract/subcontract the sections set forth in paragraphs (a) and (b) of this Article and also a section requiring the contractor/subcontractors to include these sections in any lower tier contracts/subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the sections set forth in paragraphs (a) through (d) of this Article.

CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

POLICY NO. F&A-10
June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

For questions, contact the Ethics Compliance Officer's Designee:

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546
Tel. (860) 594-3045

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Facs. (860) 566-3806
Web: www.ethics.state.ct.us

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. ***Gifts:*** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

   The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to $50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars ($10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars ($50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

   This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. ***Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:*** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at $100 or more between (*i.e.,* to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa)* in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the $100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate *and to any individual up or down the chain of command.* The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at $100 or more, even though each of the individual contributions is less than $100.

4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.

5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.

6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

   DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

   Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall *not* constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

   Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries.

No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. ***Outside Business Interests:*** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall *not* constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.

9. ***Contracts With the State***: DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at $100 or more unless the contract has been awarded through an open and public process.

10. ***Sanctioning Another Person's Ethics Violation***: No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.

11. ***Certain Persons Have an Obligation to Report Ethics Violations:*** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she *must* report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.

12. ***Post-State Employment Restrictions:*** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees ***after they leave State service. Upon leaving State service:***

    - ***Confidential Information***: DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.

    - ***Prohibited Representation***: DOT employees must *never* represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

    DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within

their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- ***Employment With State Vendors:*** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at $50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. ***Ethical Considerations Concerning Bidding and State Contracts:*** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

    - With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;

    - Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and

    - Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

    Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

    In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

    DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp

- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp

- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)

R. J. Carpenter

Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3
(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General:

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

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

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

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

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The company will include these requirements in every subcontract of $10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

2. Equal Employment Opportunity Policy:

The Company will develop, accept and adopt as its operating policy 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.

3. Equal Employment Opportunity Officer:

The Company will designate and make known to ConnDOT contracting officers an Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active equal employment opportunity program and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy:

a. All members of the Company's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meeting will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisor or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Company's equal employment opportunity obligations within thirty days following their reporting for duty with the Company.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Company's procedures for locating and hiring minority group employees.

b. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will place their equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees. The Company will bring the equal opportunity policy to the attention of employees through meetings, employee handbooks, or other appropriate means.

5. Recruitment:

a. When advertising for employees, the Company will include in all advertisements the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project workforce would normally be derived. The Company shall comply with this provision and the recruitment requirements outlined in their ConnDOT approved Affirmative Action Plan.

b. The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources, procedures whereby minority group employees, and applicants may be referred to the Company for employment consideration.

In the event that the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity

contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Company will encourage his/her present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions:
Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to race, color, religion, sex, or national origin, etc. The company's personnel actions shall comply with this provision and the requirements outlined in their ConnDOT approved Affirmative Action Plan.

a. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The general contract provision entitled A(76) Affirmative Action Requirements is made part of this document by reference.

7. Training and Promotion:
a. The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.

c. The Company will advise employees and applicants for employment of available training programs and the entrance requirements for each.

d. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions:

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

a. The Company will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Company will use best efforts to incorporate an Equal Opportunity clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin.

c. The Company is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation (ConnDOT) and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Company from meeting the obligations under Executive Order 11246 as amended, and these special provisions, such Company shall immediately notify ConnDOT.

9. Subcontracting:

a. The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract compliance.

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

10. Records and Reports:

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

1. The number of minority and non-minority group members and women employed in each classification on the project;

2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors, or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

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

11. Affirmative Action Plan

Companies with contracts, agreements or purchase orders valued at $10,000 or more will submit a ConnDOT Affirmative Action Plan.

CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

POLICY NO. F&A-30
April 12, 2006

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."
>
> Travel - shall be the maximum established per the State Travel Regulations (managers' agreement).

If a project is federally funded in any phase, the above stated new requirements shall apply to all new agreements negotiated on or subsequent to December 1, 2005. New agreements that do not have federal funding in any phase, including construction will continue to apply the requirements of the Office of Policy and Management's (OPM) General Letter 97-1. Supplemental agreements negotiated on or after December 1, 2005, that are merely a continuation or refinement of work, shall continue to adhere to the maximums as contained in OPM's General Letter 97-1. Supplemental agreements that result in a new phase of work or more than a continuation or refinement of work will use the above stated new requirements. Supplemental agreements on federally funded projects that continue to utilize the OPM General Letter 97-1 maximums require the approval of the Federal Highway Administration before processing. Existing on-call assignments may be completed using the maximums in OPM's General Letter 97-1, as well as, new on-call assignments (projects) that have no federal funding. New on-call assignments (projects) that have federal funding must use the above stated new requirements. Extra work claims for existing agreements shall continue to adhere to those maximums established in OPM's General Letter 97-1. Computer Aided Design and Drafting (CADD) will be reimbursed through the overhead rate only.

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 December 17, 1996)

Stephen E. Korta, II
Commissioner

List 3

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

November 21, 1996

GENERAL LETTER NO. 97-1

TO: All State Agencies

FROM: Michael W. Kozlowski, Secretary
Office of Policy & Management

SUBJECT: Contract Fees for Architects, Engineers and Consultants on State Projects

All Contracts for architects, engineers and consultants on capital projects or studies related thereto, shall be awarded on the following basis:

1. Principals - Maximum of $35/hour

   A. Corporations Principal is defined as follows:

      a. A corporate officer administratively responsible to the Corporation for the contract. The principal classification (whether corporate or other) is intended to include the principal's effort on the contract relating only to managing, directing and/or administering of the contract. In no event will the number of Principal hours established be in excess of 5% of the total contract salary hours established during negotiations.

      b. A principal may also work on the contract in the "employee" classification, for example; as a Project Manager, Draftsman, Senior Engineer, etc. While performing those services for which qualified, the principal's rate of pay shall be within the salary range for the specific classification.

2. Assistants - Actual payroll at straight time rates. Overtime at actual rates subject to prior approval.

3. Overhead and Profit - Actual but not to exceed 150% for a Home Office project; 125% for a Field Office project and 165% for an Environmental project.

4. Travel - Maximum is established per the State Travel Regulations (Manager's Agreement.)

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

SPECIAL PROVISIONS

SMALL CONTRACTOR AND SMALL CONTRACTOR MINORITY BUSINESS ENTERPRISES (SET-ASIDE)

March, 2001

NOTE: Certain of the requirements and procedures stated in this "Special Provision" are applicable prior to the execution of the Agreement. "Contractor" means "Second Party", "Consultant", "Consulting Engineer" as named in the Agreement.

GENERAL

A. The Contractor shall cooperate with the Connecticut Department of Transportation (CONNDOT) in implementing the required contract obligations concerning "Small Contractor" and "Small Contractor Minority Business Enterprises" utilization on this Agreement in accordance with Section 4a-60g of the Connecticut General Statutes as revised. References, throughout this "Special Provision", to "Small Contractor" are also implied references to "Small Contractor Minority Business Enterprises" as both relate to Section IIA of these provisions. The Contractor shall also cooperate with CONNDOT in reviewing the Contractor's activities relating to this provision. This "Special Provision" is in addition to all other equal opportunity employment requirements of this Agreement.

B. For the purpose of this "Special Provision", the "Small Contractor" named to satisfy the set-aside requirements must be certified by the Department of Administrative Services, Business Connections/Set Aside Unit [(860) 713-5236; www.das.state.ct.us/busopp.htm] as a "Small Contractor" as defined by Section 4a-60g of the Connecticut General Statutes as revised and is subject to approval by CONNDOT to do the work for which it is nominated.

C. Contractors who allow work which they have designated for "Small Contractor" participation in the pre-award submission required under Section IIC to be performed by other than the approved "Small Contractor" organization and prior to concurrence by CONNDOT, will not be paid for the value of the work performed by organizations other than the "Small Contractor" designated.

D. If the Contractor is unable to achieve the specified contract goals for "Small Contractor" participation, the Contractor shall submit written documentation to CONNDOT's initiating unit (i.e. the unit responsible for administering the Agreement) indicating his/her good faith efforts to satisfy goal requirements. Documentation is to include but not be limited to the following:

1. A detailed statement of the efforts made to select additional subcontract opportunities for work to be performed by each "Small Contractor" in order to increase the likelihood of achieving the stated goal.

2. A detailed statement, including documentation of the efforts made to contact and solicit contracts with each "Small Contractor", including the names, addresses, dates and telephone numbers of each "Small Contractor" contacted, and a description of the information provided to each "Small Contractor" regarding the scope of services and anticipated time schedule of items proposed to be subcontracted and the nature of response from firms contacted.

3. For each "Small Contractor" that placed a subcontract quotation which the Contractor considered not to be acceptable, provide a detailed statement of the reasons for this conclusion.

4. Documents to support contacts made with CONNDOT requesting assistance in satisfying the Agreement specified or adjusted "Small Contractor" dollar requirements.

5. Document other special efforts undertaken by the Contractor to meet the defined goal.

E. Failure of the Contractor to have at least the specified dollar amount of this Agreement performed by "Small Contractor" as required in Section IIA of this "Special Provision" will result in the reduction in the Agreement payment to the Contractor by an amount equivalent to that determined by subtracting from the specific dollar amount required in Section IIA, the dollar payments for the work actually performed by each "Small Contractor". The deficiency in "Small Contractor" achievement, will therefore, be deducted from the final contract payment. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified or adjusted dollar amount to the satisfaction of CONNDOT, no reduction in payments will be imposed.

F. All records must be retained for a period of three (3) years following completion and acceptance of the work performed under the Agreement and shall be available at reasonable times and places for inspection by authorized representatives of CONNDOT.

G. Nothing contained herein, is intended to relieve any contractor or subcontractor from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Agreement.

I. SPECIFIC REQUIREMENTS

In order to increase the participation of "Small Contractors", CONNDOT requires the following:

A. Not less than ONE (1) (%) percent of the final value of this contract shall be subcontracted to and performed by, and/or supplied by, manufactured by and paid to "Small Contractors" and/or "Small Contractors Minority Business Enterprises".

If the above percentage is zero (0%) AND an asterisk (*) has been entered in the adjacent brackets [ ], this contract is 100% solely set-aside for participation by "Small Contractors" and/or "Small Contractors Minority Business Enterprises".

B. The Contractor shall assure that each "Small Contractor" will have an equitable opportunity to compete under this "Special Provision", particularly by arranging solicitations, time for the preparation of fee proposals, Scope of Work, and Delivery Schedules so as to facilitate the participation of each "Small Contractor".

C. The Contractor shall provide to the Negotiations Committee, in addition to his fee concurrence letter, the following items stipulated in 1 and 2:

1. Certification (Exhibit I) signed by each named "Small Contractor" [subcontractor listing a description of the work and] certifying that the dollar amount of all contract(s) and/or subcontract(s) that have been awarded to him/her for the current State Fiscal Year (July 1 - June 30) does not exceed the Fiscal Year limit of $10,000,000.00.

2. A certification of work to be subcontracted (Exhibit I) signed by both the Contractor and the "Small Contractor" listing the work items and the dollar value of the items that the nominated "Small Contractor" is to perform on the project to achieve the minimum percentage indicated in Section IIA above.

3. **It is the responsibility of the Contractor to ensure that the "Small Contractor" and "Small Contractor Minority Business Enterprises" named are qualified to perform the designated scope of work.**

D. After the Contractor signs the Agreement, the Contractor will be required to meet with CONNDOT's initiating unit or his/her designee to review the following:

1. What is expected with respect to the "Small Contractor" set aside requirements.

2. Failure to comply with and meet the requirement can and will result in monetary deductions from payment.

3. Each quarter after the start of the "Small Contractor" the Contractor shall submit a report to CONNDOT's initiating unit indicating the work done by, and the dollars paid to each "Small Contractor" to date.

4. What is required when a request to sublet to a "Small Contractor" is submitted.

E. The Contractor shall submit to CONNDOT's initiating unit all requests for subcontractor approvals on standard forms provided by the Department.

If the request for approval is for a "Small Contractor" subcontractor for the purpose of meeting the contract required "Small Contractor" percentage stipulated in Section IIA, a copy of the legal agreement between the Contractor and the "Small Contractor" subcontractor must also be submitted at the same time. Any subsequent amendments or modifications of the agreement between the Contractor and the "Small Contractor" subcontractor must also be submitted to CONNDOT's initiating unit with an explanation of the change(s). The agreement must show items of work to be performed, phases/tasks and, if a partial item, the work involved by both parties.

In addition, the following documents are to be attached, if applicable:

(1) A statement explaining any method or arrangement for renting equipment. If rental is from a Contractor, a copy of Rental Agreement must be submitted.

(2) A statement addressing any special arrangements for manpower.

F. In instances where a change from the originally approved named "Small Contractor" (see Section IB) is proposed, the Contractor is required to submit, in a reasonable and expeditious manner, a revised submission, comprised of the documentation required in Section IIC, Paragraphs 1 and 2 and Section E together with documentation to substantiate and justify the change (i.e., documentation to provide a basis for the change) to CONNDOT's initiating unit for its review and approval prior to the implementation of the change. The Contractor must demonstrate that the originally named "Small Contractor" is unable to perform in conformity to specifications, or unwilling to perform, or is in default of its contract, or is overextended on other jobs. The Contractor's ability to negotiate a more advantageous contract with another "Small Contractor" is not a valid basis for change. Documentation shall include a letter of release from the originally named "Small Contractor" indicating the reason(s) for the release.

G. Contractors subcontracting with a "Small Contractor" to perform work or services as required by this "Special Provision" shall not terminate such firms without advising CONNDOT, in writing, and providing adequate documentation to substantiate the reasons for termination if the designated "Small Contractor" firm has not started or completed the work or the services for which it has been contracted to perform.

III. BROKERING

For the purpose of this "Special Provision", a "Broker" is one who acts as an agent for others in negotiating contracts, purchases, sales, etc., in return for a fee or commission. Brokering of work by a "Small Contractor" is not allowed and is an Agreement violation.

IV. PRE-AWARD WAIVERS:

If the Contractor's submission of the "Small Contractor" listing, as required by Section IIC, indicates that it is unable, by subcontracting to obtain commitments which at least equal the amount required by Section IIA, it may request, in writing, a waiver of up to 50% of the amount required by Section IIA. To obtain such a waiver, the Contractor must submit a completed "Application for Waiver of Small Contractor Goals" to CONNDOT's initiating unit which must also contain the following documentation:

1. Information described in Section ID.

2. For each "Small Contractor" contacted but unavailable, a statement from each "Small Contractor" confirming its unavailability.

Upon receipt of the submission requesting a waiver, CONNDOT's initiating unit shall submit the documentation to the Director of the Office of Contract Compliance who shall review it for completeness. After completion of the Director of Contract Compliance's review, he/she should write a narrative of his/her findings of the application for a waiver, which is to include his/her recommendation. The Director of Contract Compliance shall submit the written narrative to the Chairperson of the Disadvantaged Business Enterprises (DBE) Screening Committee at least five (5) working days before the scheduled meeting. The Contractor shall be invited to attend the meeting and present his/her position. The DBE Screening Committee shall render a decision on the waiver request within five (5) working days after the meeting. The DBE Screening Committee's decision shall be final. Waiver applications are available from the CONNDOT initiating unit.

TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

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.

CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY
225 N MAIN STREET, SUITE 304, BRISTOL CT 06010 • WWW.CCRPA.ORG • 860.589.7820(P) • 860.589.6950(F)

MEMORANDUM

TO: Agency Board
FROM: Carl J. Stephani, Executive Director

DATE: June 23, 2011

FOR AGENDA: June 27, 2011

SUBJECT: Middle Street Dam Removal Project - Resolution 2011-06-27: DEP NonDiscrimination Certification

At your regular meeting on June 2, 2011, you approved Resolution #2011-06-02A authorizing the Executive Director to execute an Agreement with the Connecticut Department of Environmental Protection (DEP) to accept a grant to complete the engineering and permitting for the removal of the Middle Street Dam. Since that time the DEP has advised that before this grant can be awarded, the Agency needs to certify by means of a resolution that it complies with the nondiscrimination agreements and warranties of the Connecticut General Statutes §§4a-60(a)(1) and 4a-60(a)(1), as amended. On that basis, it is my

RECOMMENDATION

that your Board

Approve the attached Resolution #2011-06-27, and authorize the Executive Director to sign the attached "State of Connecticut Nondiscrimination Certification."

Attachment(s): "State of Connecticut Nondiscrimination Certification"
Resolution 2011-06-27

CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY
225 N MAIN STREET, SUITE 304, BRISTOL CT 06010 • WWW.CCRPA.ORG • 860.589.7820(P) • 860.589.6950(F)

RESOLUTION NO. 2011-06-27

A RESOLUTION OF THE CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY TO CERTIFY THAT THE AGENCY COMPLIES WITH THE NONDISCRIMINATION AGREEMENTS AND WARRANTIES OF THE CONNECTICUT GENERAL STATUTES 4a-60(a)(1) AND 4a-60(a)(1), AS AMENDED

WHEREAS, the Central Connecticut Regional Planning Agency ("CCRPA," or "Agency") was established under state statutes by the enactment of local ordinances on March 17, 1966;

NOW, THEREFORE, BE IT RESOLVED, that the policies of the Central Connecticut Regional Planning Agency comply with the nondiscrimination agreements and warranties of the Connecticut general statutes 4a-60(a)(1) and 4a-60(a)(1), as amended

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I certify that above is a true copy of a resolution approved by majority vote of the Central Connecticut Regional Planning Agency Governing Board at its regular meeting on June 27, 2011, in Bristol, Connecticut, a quorum being present. I further hereby certify that the above resolution has not been in any way altered, amended, or repealed, and is now in full force and effect.

_____ _____

, CCRPA Secretary Date

Form D
07-08-2009

STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION — New Resolution By Entity

For Contracts Valued at $50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

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INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at $50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

I, Carl J. Stephani (Authorized Signatory), Executive Director (Title), of The Central CT Regional Planning Agency (Name of Entity),

an entity duly formed and existing under the laws of the State of Connecticut (Name of State or Commonwealth),

certify that the following is a true and correct copy of a resolution adopted on the 27th day of June, 2011 by the governing body of the Central Connecticut Regional Planning Agecy (Name of Entity)

in accordance with all of its documents of governance and management and the laws of the State of Connecticut (Name of State or Commonwealth), and further certify that such resolution has not been modified or revoked, and is in full force and effect.

RESOLVED: That the policies of the Central Connecticut Regional Planning Agency (Name of Entity) comply with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

The undersigned has executed this certificate this 27th day of June, 2011.

Authorized Signatory _____ Date _____

Printed Name _____

CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY
225 N MAIN STREET, SUITE 304, BRISTOL CT 06010 • WWW.CCRPA.ORG • 860.589.7820(P) • 860.589.6950(F)

MEMORANDUM

TO: Agency Board
FROM: Carl J. Stephani, Executive Director

DATE: June 23, 2011

FOR AGENDA: June 27, 2011
SUBJECT: Amendment to the Adoption Agreement for the Employee "Non-Standardized Money Purchase Plan and Trust"

Over the past several months staff has been reviewing the retirement savings plan that the Agency offers its employees. For the past several years, the only individuals taking advantage of the Plan have been the Executive Director and the Office Manager. The retirement savings plan is intended to be an enticement to employees to stay with the Agency after they have garnered useful experience, but it has not been a very effective instrument for doing that.

The Plan requires that an employee be with the Agency for one complete year before being permitted to enroll. Once enrolled, an employee contributes 3% of salary and the Agency contributes 4%, which money is invested by the fund managing entity (the ING Life Insurance and Annuity Company) on behalf of the employee. In addition to requiring that an employee be with the Agency one full year before joining, the Plan requires participation in the Plan for 10 years before the employee becomes fully vested; i.e. before the money contributed by the Agency (the 4%) on behalf of the employee becomes property of the employee. These extended time periods have discouraged employees from joining the Plan.

We want good employees to stay with the Agency, and we want the retirement savings plan to encourage that behavior. Reducing the time required for an employee to qualify to join the Plan from one year to six months of continued full time employment, and the time required for "vesting" would interest most of our employees in joining the Plan. Enrollment in the Plan is only permitted during June (the month prior to the commencement of a new fiscal year). Changes to the Plan that are made after July 1st do not become effective until the following July 1st; for that reason we are bringing this matter before the Board at this special meeting.

On that basis, it is my

RECOMMENDATION

that your Board

Approve amendments to the Agency's employee "Money Purchase Plan and Trust" that would allow enrollment six months after full-time employment, and provide "vesting" rights with four years participation in the Plan.

cc: Bessoni, Caruso