



Council Agenda

Council Chambers
Windsor Town Hall
May 2, 2005



7:15 PM Public Hearing

To hear the proposed discontinuance of a portion of Drake Street

7:30 PM Regular Council Meeting

1. ROLL CALL
2. PRAYER – Councilor Ellingwood
3. PLEDGE OF ALLEGIANCE – Councilor Ellingwood
4. PROCLAMATIONS/AWARDS
 - a) Proclamation Honoring May 5, 2005 as National Day of Prayer
 - b) Proclamation Designating May as Older American's Month & May 8-14, 2005 as Senior Center Week
 - c) Proclamation Honoring May 7-14, 2005 as National Tourism Week
5. PUBLIC COMMUNICATIONS AND PETITIONS
(Three minute limit per speaker)
6. REPORT OF APPOINTED BOARDS AND COMMISSIONS
 - a) Board of Education
 - b) Economic Development Commission
7. TOWN MANAGER'S REPORT
8. COMMUNICATIONS FROM COUNCIL MEMBERS
9. REPORTS OF STANDING COMMITTEES
10. ORDINANCES
11. UNFINISHED BUSINESS
 - a) *Approve the discontinuance of a portion of Drake Street (Town Manager)
12. NEW BUSINESS
 - a) *Authorize Town Manager to execute an agreement with the Connecticut Department of Transportation relative to the Day Hill Road /Addison Road Intersection Realignment Project (Town Manager)



- b) *Approve appropriation for Day Hill Road/Addison Road Intersection Realignment Project (Town Manager)
- c) *Approve extension of annual audit services with the firm of McGaldrey & Pullen (Councilor Simon)

13. * RESIGNATIONS AND APPOINTMENTS

14. MINUTES OF PRECEDING MEETINGS

- a) *Minutes of the April 4, 2005 Public Hearing (Pocket Bike Ordinance)
- b) *Minutes of the April 4, 2005 Public Hearing (Republication of Code of Ordinance)
- c) *Minutes of the April 4, 2005 Public Hearing (TM Proposed FY 06 Budget)
- d) *Minutes of the April 4, 2005 Regular Town Council Meeting
- e) *Minutes of the April 18, 2005 Special Town Council Meeting (Budget Session)

15. PUBLIC COMMUNICATIONS AND PETITIONS

(Three minute limit per speaker)

16. EXECUTIVE SESSION

17. ADJOURNMENT

★Back-up included

Proclamation

Declaring Thursday May 5, 2005 as National Day of Prayer

WHEREAS, the National Day of Prayer is a tradition first proclaimed by the Continental Congress in 1775; and

WHEREAS, in 1988, legislation was unanimously ratified by both Houses of Congress and signed by the President stating that the National Day of Prayer was to be observed on the first Thursday of every May; and

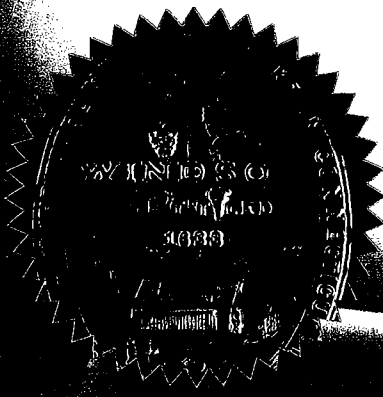
WHEREAS, a day of prayer allows us the opportunity to acknowledge our many blessings, to contemplate the numerous challenges, that we, as a society and a nation, face here at home and throughout the world, and to rededicate ourselves to helping others, strengthening our personal faith, and joining to spread Hope, Peace, and Love among all people; and

WHEREAS, today, prayer is nationally recognized as an important part of American life as shown by Presidential Proclamation designating May 5, 2005 as National Day of Prayer; and

WHEREAS, recalling our town history, organizations of worship and prayer were the foundation upon which Windsor was established and from which Windsor's leaders were elected; and

Now, therefore, be it proclaimed by the Mayor of Windsor and the Windsor Town Council that:

On May 5, 2005 Windsor will join the entire nation in observing the Annual National Day of Prayer in ceremonies at the Trinity Christian Elementary School on Park Avenue at noon.



Donald Trinks
Mayor of Windsor

PROCLAMATION

Designating May as Older Americans Month in Windsor and the week of May 8 -14, 2005 as National Senior Center Week

Whereas, Windsor has approximately 8,000 citizens over the age of 55, who are eligible to participate in programs offered by the Windsor Senior Center and the Caring Connection adult Day Health Center; and

Whereas, older Americans are significant members of our society, investing their wisdom and experience to help enrich and better the lives of younger generations; and

Whereas, through the wide array of services, programs and activities, the senior center empowers older citizens of Windsor to contribute to their own health and well-being as well as to the health and well being of their fellow citizens of all ages; and

Whereas, the Windsor Senior and Adult Services in the Town of Windsor affirms the dignity, self-worth and independence of older persons by facilitating their decisions and actions, tapping their experiences, skills and knowledge and encouraging their contributions to the community; and

Whereas, Windsor recognizes the value of its Senior Citizens and strives to provide a wide range of services that include adult daycare, exercise programs, computer instruction, transportation, educational seminars, trips, parties, support services, as well as offering health related information.

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR AND THE WINDSOR TOWN COUNCIL THAT:

The month of May be designated as Older American Month and that May 8, 2005 through May 14, 2005 be designated as Senior Center Week in Windsor. We call upon all citizens to recognize the special contributions of the Windsor Senior Center participants, and the special efforts of the staff and volunteers who work everyday to enhance the lives of older citizens of our community.



Windsor
May 2, 2005

Proclamation

Honoring May 7-14, 2005 as the 22nd Annual Celebration of National Tourism Week

WHEREAS, The travel and tourism industry in Connecticut is vital to our economic stability and growth and it contributes substantially to the Town of Windsor's cultural and social well being. Travel is one of our most fundamental freedoms and every citizen benefits from travel and tourism; and

WHEREAS, The travel and tourism industry substantially enhances our personal growth and education, while promoting intercultural understanding and appreciation of *Windsor's* history, geography and culture; and

WHEREAS, Travel and tourism is one of America's largest service exports providing a trade surplus of \$5.5 billion last year. It is one of the nation's largest employers with a total of 17 million jobs, which equates to one in every eight people, including the \$83.5 billion spent in the U.S. by international visitors, tourism generated \$528.5 billion, providing \$93.2 billion in tax revenue to local, state and federal governments; and

WHEREAS, The Town of Windsor recognizes the unique significance of the travel and tourism industry and the efforts of our Windsor Chamber of Commerce Tourist Information Center.

NOW, THEREFORE, LET IT BE PROCLAIMED BY THE MAYOR AND THE WINDSOR TOWN COUNCIL THAT:

May 7-14, 2005 be designated as the 22nd Annual Celebration of National Tourism Week.



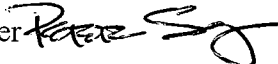
Donald S. Trinks
Mayor of Windsor
May 2, 2005

Agenda Item Summary

Date: May 2, 2005

To: Honorable Mayor and Members of the Town Council

Prepared By: Jim Hallisey, Community Development Coordinator

Reviewed By: Peter Souza, Town Manager 

Subject: Discontinuance of a portion of Drake Street

Background

The Town of Windsor is pursuing the redevelopment of 5.6 acres of town-owned land situated immediately south of I-291 and east of Route 159. The development of the site is intended to enhance the neighborhood by constructing high quality, market rate housing and, potentially, some ancillary commercial use.

In preparing for the sale and development of the property, it has been determined that the town should formally discontinue the public right of way for a portion of Drake Street which bisects the parcel as shown on the attached plan. This section of the road was effectively abandoned at the time Decker's Brook was relocated and channelized (circa 1980), but has not been officially discontinued by action from the Town of Windsor.

State law provides that a town may discontinue a public right of way after a public hearing. Also, Section 8-24 of the *Connecticut General Statutes* requires that a town's Planning & Zoning Commission have the opportunity to comment on the matter.

Discussion/Analysis

This proposal is to discontinue as a public right of way a portion of Drake Street located west of the easterly boundary of Decker's Brook. As noted, this section of Drake Street was abandoned and the pavement removed at the time the brook was channelized. The paved section of Drake Street located to the east of the brook will not be included in the discontinuance.

The town's Development Services staff reviewed the proposal and determined that the discontinuance is acceptable. The Police Department and the Legal Traffic Authority (Wayne Radke) were consulted as well and neither are opposed to the proposed action. The current configuration of streets to the east of Decker's Brook is adequate for the provision of emergency and other public services.

Financial Impact

The town will incur the expense of the required hearing notice and notice of action. The ultimate redevelopment of the site will generate new property tax revenue for the town, the amount of which cannot be determined at this time.

Other Board Action

The proposed discontinuance of a portion of Drake Street went before the April 12, 2005 meeting of the Town Planning & Zoning Commission (TPZ) for comment per Section 8-24 of the Connecticut General Statutes. The TPZ recommended approval of the discontinuance (see attached correspondence).

Recommendations

It is recommended that if the Town Council is in agreement, that the attached Resolution be adopted.

Attachments

Location Map
TPZ Correspondence
Resolution
Schedule A



Memorandum

To: Jim Hallisey, Office of Community Development

From: Town Planning & Zoning Commission

Date: April 19, 2005

Re: TP&ZC decision on CGS § 8-24 recommendation for the discontinuance of a portion of Drake Street

At its meeting on April 12, 2005 the Town Planning & Zoning Commission made the following recommendation:

Motion: Commissioner Profe moved that the Town Planning & Zoning Commission recommend to the Town Council approval of the discontinuance of that portion of Drake Street, as shown on the map dated April 5, 2005 and referenced in the revised Schedule A, as presented for the reason that it will provide a contiguous piece of property for resale and because that portion of Drake Street has been abandoned for several years. Commissioner Kelsey seconded the motion and it passed unanimously, 5-0-0.

**RESOLUTION FORMALLY DISCONTINUING A PORTION OF THE
DRAKE STREET RIGHT OF WAY**

WHEREAS, the Town of Windsor has identified the land situated immediately east of Route 159 and extending to Decker's Brook, and south of the I-291 on ramp as appropriate for redevelopment; and

WHEREAS, said property is presently comprised of various separately described parcels, including a right-of way for the westerly end of Drake Street which is no longer used as a travel way, and

WHEREAS, the Town Council finds that it is in the public interest to assemble the various parcels into a single parcel to render the site more desirable for redevelopment; and

WHEREAS, the Town Council has the authority to discontinue a town road under Section 13a-49 of the Connecticut General Statutes; and

WHEREAS, the Town Council has held a public hearing subject to required notice on the proposed discontinuance of a portion of Drake Street and has received a favorable recommendation on this matter from the Windsor Town Planning and Zoning Commission pursuant to Section 8-24 of the Connecticut General Statutes:

**NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF
WINDSOR, CONNECTICUT:**

Section 1. That the Town Council of the Town of Windsor hereby formally discontinues that portion of the right-of-way of Drake Street described on Schedule A (attached) subject to the provision of easements to existing utilities.

Section 2. That the Mayor is hereby authorized and directed to execute this Resolution of behalf of the Town Council.

Passed, approved and adopted this _____ day of May, 2005.

Donald S.Trinks, Mayor

SCHEDULE A

Portion of Drake Street to be discontinued.

Beginning at a point marking the intersection of the westerly streetline of Windsor Avenue and the southerly streetline of Drake Street;

Thence, running in an easterly and southeasterly direction along said southerly streetline of Drake Street to a point marked by a concrete merestone on the easterly side of a concrete channel of the relocated Deckers Brook;

Thence, running across said Drake Street and along said easterly side of the concrete channel to a point on the northerly streetline of said Drake Street;

Thence, running in a northwesterly and westerly direction along said northerly streetline of Drake Street to a point on the westerly streetline of said Windsor Avenue;

Thence, running in a general southerly direction along said westerly streetline of Windsor Avenue to the point and place of beginning.

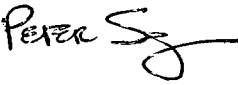
Said premises are a portion of Drake Street conveyed to the Town of Windsor and recorded in Windsor land records Volume 95 Page 15 and shown on a map titled "PORTION OF DRAKE STREET TO BE DISCONTINUED Prepared for TOWN OF WINDSOR, DRAKE STREET, WINDSOR, CONN." Prepared by Alford Associates, Inc. dated April 5, 2005.

Agenda Item Summary

Date: May 2, 2005

To: Honorable Mayor and Members of the Town Council

Prepared By: Tom Lenehan, Town Engineer

Reviewed By: Peter Souza, Town Manager 

Subject: Addison Road and Day Hill Road – State Agreement

Background

The town has received the proposed agreement from the Department of Transportation for the construction, inspection and maintenance of the realignment of the intersection at Addison Road and Day Hill Road. The DOT requires a resolution by the Town Council authorizing the Town Manager to sign the agreement. This project was approved for funding by the Capitol Region Council of Governments in 2001.

Discussion/Analysis

The realignment of this intersection has been anticipated for many years. The project includes the installation of a traffic signal at this location. The improvements will reduce the number and severity of accidents at this intersection. The town was responsible for the design of the project and the acquisition of a small parcel adjacent to the proposed improvements. The construction costs, estimated at \$933K will be funded under the Surface Transportation Program, 80% federal and 20 % state funding, not including town participating costs.

The agreement is similar to those previously used for Hayden Station Road and Prospect Hill Road reconstruction projects. It requires the town to provide consultation during construction, assume responsibility and liability for the improvements, to reimburse 100% of additional construction costs which are the result of errors or omissions in the design or the failure of the town to make necessary arrangements for utilities work, and to fully reimburse the State in the event the project is cancelled by the town without good cause.

The DOT is planning on advertising the contract on June 15, 2005. The work should therefore begin in the Fall 2005 and extend into the next construction season.

Financial Impact

The agreement requires the town to deposit with the State, upon demand, the Municipal Costs including contract items, contingencies and incidentals to construction coming to \$6,410. It is understood that these costs must be paid prior to the State advertising the contract in June 2005. These costs include the installation of traffic signal preemption devices and the use of a Belgium block in the reconstructed medians.

Other Board Action

The Town Planning & Zoning Commission has recommended approval of the project at its meeting on March 9, 2004.

Recommendations

If the Council is in agreement, it is suggested that the following motion be approved:

“RESOLVED that the Town Manager be and is hereby authorized on behalf of the Town of Windsor to sign the agreement entitled, "Agreement between the State of Connecticut and the Town of Windsor for the Construction, Inspection, and Maintenance of Reconstruction of Day Hill Road at Addison Road utilizing Federal funds under the Urban Component of the Surface Transportation Program."

Attachments

Draft Agreement

State Project No. 164-226
Federal-Aid Project No. STPH-1164 (104)

RESOLUTION

RESOLVED, that Peter Souza, Town Manager, be, and hereby is authorized to sign the agreement entitled:

" Agreement between the State of Connecticut and the Town of Windsor for the Construction, Inspection and Maintenance of Reconstruction of Day Hill Road at Addison Road utilizing Federal Funds under the Urban Component of the Surface Transportation Program "

ADOPTED BY THE _____ OF THE
_____, CONNECTICUT, THIS _____ DAY
OF _____, 200_.

Clerk (seal)

Date

Agreement No.

AGREEMENT
BETWEEN THE STATE OF CONNECTICUT
AND
TOWN OF WINDSOR
FOR THE CONSTRUCTION, INSPECTION, AND MAINTENANCE
OF
RECONSTRUCTION OF DAY HILL ROAD AT ADDISON ROAD
UTILIZING FEDERAL
FUNDS
UNDER THE URBAN COMPONENT OF
THE SURFACE TRANSPORTATION PROGRAM

State Project No. 164-226

Federal-Aid Project No. STPH-1164(104)

THIS AGREEMENT, concluded at Newington, Connecticut, this day of , 200 , by and between the State of Connecticut, Department of Transportation, Stephen E. Korta, II, Commissioner, acting herein by Arthur W. Gruhn, P.E., Chief Engineer, Bureau of Engineering and Highway Operations, duly authorized, hereinafter referred to as the State, and the Town of Windsor, Town Hall, 275 Broad Street, Windsor, Connecticut 06095, acting herein by Peter Souza, Town Manager, hereunto duly authorized, hereinafter referred to as the Municipality.

WITNESSETH, THAT,

WHEREAS, the required contract plans, specifications, and estimates have been prepared for the reconstruction of Day Hill Road at Addison Road, and

WHEREAS, said reconstruction includes, but is not limited to, full-depth reconstruction of Day Hill Road at the intersection of Addison Road and realignment of Addison Road to provide a more perpendicular junction, herein identified as State Project No. 164-226 and Federal-aid Project No. STPH-1164(104), hereinafter referred to as the Project, and

WHEREAS, the State and the Municipality mutually agree that the State shall be responsible for the construction phase of the Project, which includes, but is not limited to, advertising, administration, inspection, field density testing and material testing in conjunction therewith, and

WHEREAS, said administration, inspection, field density testing, and material testing are hereinafter referred to as "incidentals to construction," and

WHEREAS, the Transportation Equity Act for the 21st Century of 1998 provides funding authorization for "Federal-aid highways, highway safety programs, and transit programs, and for other purposes," and

WHEREAS, the Project is eligible for funding under the Surface Transportation Program (STP) as defined in Title I, Section 1108 of the Act, and

WHEREAS, Section 13a-98i of the Connecticut General Statutes, as revised, provides that, “(a) The commissioner may enter into agreements for the acceptance and expenditure of funds concerning federal surface transportation urban program roadways or facilities and eligible federal surface transportation rural collector roadways or facilities with the United States Secretary of Transportation or local officials, or both, to develop plans and establish programs for, and construct improvements on or to such roadways or facilities using appropriations made to the Department of Transportation by the General Assembly and apportionments to the Department of Transportation by said Secretary of Transportation under the provisions of the Transportation Equity Act for the 21st Century, all amendments thereto and all applicable federal regulations...,” and

WHEREAS, the Municipality has requested that federal funding be obligated so that Project-related construction activities can be authorized.

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

(1) Designate an individual to act as liaison with the State to provide for the proper interchange of information during the construction phase of the Project and all activities related thereto.

(2) Provide services during construction, if requested by the State, including (a) consultation, advice and visits to the work site, (b) such design services as may be required, and (c) review and approval of all shop details and construction drawings received from the construction contractor. The Municipality is responsible for one hundred percent (100%) of the cost of the services described in this Article.

(3) Grant the State and the State's contractor, the right to enter into and pass over and utilize the right-of-way owned by the Municipality, as may be required for the construction phase of the Project.

(4) Assume all responsibility and liability for:

(a) The proper maintenance and operation of the Municipality's facilities constructed as part of this Project, upon completion of the Project, to the satisfaction of the State and the Federal Highway Administration.

(b) Maintenance of traffic control signals on municipally maintained roadways (if signals are constructed as part of this Project) upon satisfactory completion of the 30-day acceptance test period.

(c) The payment for electrical energy from such time as it is required for traffic signals and/or illumination installed on this Project, located on municipally maintained roadways, or at locations containing at least one roadway that is maintained by the Municipality.

(5) Maintain and enforce all traffic regulations, during and upon completion of the Project, to conform to State and municipal traffic laws, ordinances and regulations.

(6) Reimburse the State for one hundred percent (100%) of all construction costs which are the result of errors and/or omissions, solely of the Municipality or its consultant, in the contract plans, specifications and estimates or due to inadequate construction engineering services. The percentage derived from the ratio of the total incidentals to construction cost to the total contract items cost, as determined by a post-construction audit, will be used to determine the incidentals to construction cost incurred due to said errors and/or omissions.

(7) Deposit with the State, upon demand, one hundred percent (100%) of the total cost of all Federal-aid non-participating contract item(s), including the incidentals to construction cost, which have been specifically requested by the Municipality that are considered by the State to be nonessential for the Project. The percentage derived from the ratio of the total incidentals to construction cost to the total contract items cost, as determined by a post-construction audit, will be used to determine the incidentals to construction cost for said Federal-aid non-participating contract item(s).

(8) Deposit with the State, upon demand, the full non-federal share, twenty percent (20%), of the cost of sidewalks constructed as part of the Project other than existing sidewalks disturbed by construction. This cost includes all contract item(s) associated with the construction of the sidewalk(s), including the incidentals to construction cost. The percentage derived from the ratio of the total incidentals to construction cost to the total contract item(s) cost, as determined by a post-construction audit, will be used to determine the incidentals to construction cost incurred due to the construction of the sidewalk(s). This requirement is in accordance with the Connecticut Department of Transportation's Policy Statement, Policy No. HWYS-19.

(9) Deposit with the State, upon demand, the sum of Zero Dollars (\$0) for the depreciation reserve credit of the municipally-owned utility facility being replaced and the value of any materials salvaged from the existing facility.

(10) Reimburse the State for all expenditures on the Project in the event the Project is cancelled by the Municipality without "good cause." However, the Municipality may request cancellation of the Project, and if determined by the State and the Federal Highway Administration to be justifiable and with "good cause," Federal and State participation in expenditures will be provided up to the percentage of acceptable work completed to the approved date of cancellation. A shift in municipal priorities, or lack of municipal funding, is considered to be within the control of the Municipality and will not be considered as "good cause."

- (11) (a) Deposit with the State, upon demand, the Municipality's share of the estimated cost of construction, as shown in Article (25) of this Agreement.
- (b) If the approved construction cost, based on low bid, exceeds the estimated construction cost indicated in Article (25) of this Agreement, the Municipality shall deposit with the State, upon demand, the additional amount of the Municipality's proportionate share of the increased construction cost. The Municipality shall pay the demand deposit within sixty (60) days after receipt of written notification by the State or shall notify the State, in writing, of the Municipality's desire to either reduce the Project scope to not exceed the estimated construction cost, as indicated in Article (25) of this Agreement, or to terminate the Project with a reimbursement of all advertising, incidentals to construction and construction costs expended by the State.
- (c) If, at any time, the amount which the Municipality is obligated to pay the State under the conditions of Paragraphs (a) or (b) of this Article exceeds the amount of the demand deposit by five percent (5%) or more, the Municipality shall further increase the demand deposit by an additional deposit, as requested by the State.
- (12) Agree that the State, on written notice, may suspend, postpone, abandon, or terminate this Agreement, and such action shall in no event be deemed a breach of contract. Such suspension, postponement, abandonment, or termination may come about for the convenience of the State or may become necessary as a result of the Municipality's failure to render to the State's satisfaction the services required under this Agreement, including the progress of work on such services.
- (13) Comply with the provisions contained in Exhibit A entitled "Administrative and Statutory Requirements," dated April 4, 2005, a copy of which is attached hereto and hereby made part of this Agreement.

THE STATE SHALL:

- (14) Use apportionments made available to the State under the provisions of the Federal Surface Transportation Program to complete the construction phase of the Project and all related activities the State has agreed to perform herein.
- (15) Advertise, receive bids, award a contract, make payments to the contractor and provide the Municipality with copies of the plans and specifications regarding the construction phase of the Project.
- (16) Provide services including, but not limited to, administration, field density testing, material testing, inspection, and liaison with other governmental agencies to ensure satisfactory adherence to State and Federal requirements.

(17) Assume maintenance responsibility for those State facilities constructed as part of this Project.

(18) Perform a complete audit of the costs of the Project to determine the final payment due the State or the reimbursement due the Municipality by the State, upon completion of construction, when a demand deposit is made to the State by the Municipality.

THE STATE AND MUNICIPALITY MUTUALLY AGREE:

(19) That the State may regulate the satisfactory accommodation of utilities on a continuing basis to any federal surface transportation urban program roadway or facility, as provided in Section 13a-98f of the General Statutes of Connecticut, as revised, and the Municipality will assist and cooperate in enforcing such regulations and shall issue an appropriate order to any utility to readjust or relocate in or remove its utility facility at its own expense from any such federal surface transportation urban program roadway or facility and take all necessary legal action provided under Section 7-148 of the Connecticut General Statutes, as revised, to enforce compliance with the issuance of such order.

Any delays resulting in charges or claims by the State's contractor which are the result of the failure of any utility to readjust or relocate in or remove its facilities within the area impacted by the Project because of the failure of the Municipality to carry out its responsibility, as outlined in the first paragraph of this Article, shall become the responsibility of the Municipality.

(20) That if the Municipality fails to fulfill its responsibility in regard to Articles (4) and (5) of this Agreement, such failure will disqualify the Municipality from Federal-aid participation on future projects for which the Municipality has maintenance responsibility.

(21) That with respect to any claim, judgment, or award against the State in connection with this Project which arises from an act or omission of the Municipality (whether or not other factors contributed thereto), the Municipality shall reimburse the State for one hundred percent (100%) of the related liability, litigation costs, and any other related costs sustained by the State. Such acts or omissions shall include, but shall not be limited to, design errors or omissions, and failures by the Municipality to make necessary arrangements for utilities work.

If a portion of a judgment or award rendered against the State in a lawsuit or arbitration related to this Project is attributable to an act or omission of the Municipality, the Municipality shall reimburse the State for the percent of the State's total litigation costs in said lawsuit or arbitration which is equal to the percent of the total judgment or award that was based on acts or omissions of the Municipality or its consultant. If a lawsuit or arbitration proceeding is brought against the State in connection with this Project, but no judgment or award is rendered against the State therein, then the Municipality shall reimburse the State for all of the costs incurred by the State in defending against said lawsuit or proceeding. If such a lawsuit or proceeding is settled, the State, in its sole discretion, but only after consultation with the Municipality, shall determine the portion of the related defense costs for which the Municipality shall be required to reimburse the State.

(22) That before completion of the construction phase of the Project, the State, in concert with the Municipality, shall perform semi-final and final inspections of the Project. The Municipality shall be notified of such inspections, in writing, by the State.

(23) That the State is hereby authorized to provide written notice to the Federal Highway Administration of the acceptance of the Project by both the Municipality and the State. It is further understood that this acceptance shall not be given prior to the final inspection of the Project.

(24) That any official notice from one such party to the other such party, in order for such notice to be binding thereon, shall:

a) Be in writing addressed to:

i) When the State is to receive such notice -

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

ii) When the Municipality is to receive such notice -

Town Manager
Town of Windsor
275 Broad Street
Windsor, Connecticut 06095,

b) Be delivered in person or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party 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) provided, permitted, or required for the making or ratification of any change, revision, addition to, or deletion from, the document, contract, or agreement in which this "official notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such

notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is(are) to be made, provided such subsequent agreement(s) is(are) concluded pursuant to the adherence to this specification.

(25) That the total estimated cost for the construction phase of the Project is Nine Hundred Thirty-three Thousand Dollars (\$933,000) which includes anticipated expenditures of One Hundred Fifty-three Thousand One Hundred Dollars (\$153,100) for services to be provided by the State.

ESTIMATED CONSTRUCTION COSTS

State Project No. 164-226	Federal-aid Project No. STPH-1164(104)
A. Contract Items and Contingencies.....	\$779,900
B. Incidentals to Construction.....	\$153,100
C. Total Construction Cost (A+B).....	\$933,000

FEDERAL AND STATE PARTICIPATING COSTS

D. Contract Items and Contingencies.....	\$769,350
E. Incidentals to Construction (State Forces).....	\$151,000
F. Total Federal and State Participating Construction Costs (D+E).....	\$920,350

FEDERAL AND MUNICIPAL PARTICIPATING COSTS
(TRAFFIC SIGNAL OPTICAL PREEMPTION)

G. Contract Items and Contingencies.....	\$ 6,500
H. Incidentals to Construction (State Forces).....	\$ 1,300
I. Total Federal and Municipal Participating Construction Cost (G+H).....	\$ 7,800

MUNICIPAL COSTS - FEDERAL AND STATE NON-PARTICIPATING
(GRANITE BELGIUM BLOCK)

J. Contract Items and Contingencies.....	\$ 4,050
K. Incidentals to Construction (State Forces).....	\$ 800
L. Total Federal and State Non-participating Construction Cost (J+K).....	\$ 4,850

SUMMARY

M.	Estimated Federal Proportionate Share of Construction Costs (80% of F+I)...	\$742,520
N.	Estimated State Proportionate Share of Construction Cost (20% of F).....	\$184,070
O.	Estimated Municipal Proportionate Share of Construction Cost (L+20% of I)	\$ 6,410
P.	Demand deposit required from Municipality for depreciation reserve credit in accordance with Article (9) of this Agreement.....	\$ 0
Q.	Total Demand Deposit (O+P).....	\$ 6,410

STP-STATE ADVERTISED 6/03

Agreement No.

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
Stephen E. Korta, II, Commissioner

Name:

By _____ (Seal)

Arthur W. Gruhn, P.E.
Chief Engineer
Bureau of Engineering and
Highway Operations

Name:

Date: _____

TOWN OF WINDSOR

Name:

By _____ (Seal)

Peter Souza
Town Manager

Name:

Date: _____

APPROVED AS TO FORM:

Attorney General
State of Connecticut

Date: _____

EXHIBIT A

ADMINISTRATIVE AND STATUTORY REQUIREMENTS

THE MUNICIPALITY AGREES:

(1) (a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

(b)(1) The Municipality agrees and warrants that in the performance of the contract such Municipality will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Municipality that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Municipality further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Municipality that such disability prevents performance of the work involved; (2) the Municipality agrees, in all solicitations or advertisements for employees placed by or on behalf of the Municipality, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Municipality agrees to provide each labor union or representative of workers with which such

Municipality has a collective bargaining agreement or other contract or understanding and each vendor with which such Municipality has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Municipality's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Municipality agrees to comply with each provision of this section and Connecticut General Statutes Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes Sections 46a-56, 46a-68e and 46a-68f; (5) the Municipality agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Municipality as relate to the provisions of this section and Section 46a-56. If the contract is for a public works contract, the Municipality agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

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

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

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

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

(2) That this Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this Agreement may be cancelled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Agreement performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion.

The Municipality agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the Municipality will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. A copy of said Guidelines is attached and hereby made a part of this Agreement.

(3) That this Agreement is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 and, as such, this Agreement may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. 16. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. 16 is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order.

(4) That this Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be cancelled, terminated, or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting

agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Agreement performance in regard to listing all employment openings with the Connecticut State Employment Service.

(5) That the attached "Policy Statement, Policy No. ADMIN-19, May 12, 2003, Subject: Policy on Disadvantaged Business Enterprise Program," is hereby made a part of this Agreement. The State advises the Municipality that failure to carry out the requirements set forth in this Policy Statement shall constitute a breach of contract and may result in termination of this Agreement by the State or such remedy as the State deems appropriate.

(6) To acknowledge and agree to comply with the policies enumerated in "Connecticut Department of Transportation, Policy Statement, Policy No. F&A-10 Subject: Code of Ethics Policy," February 8, 2005, a copy of which is attached hereto and made a part hereof.

(7) To acknowledge and agree to comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The attached copy of the "Governmental Agency Exemption Certificate" is hereby made a part hereof.

(8) That suspended or debarred consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

(a) The signature on the Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgement rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

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

The Municipality agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any lower tier subcontracts and purchase orders:

(1) The prospective lower tier participant certifies, by submission of the proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(9) To comply with the Regulations of the United States Department of Transportation (Title 49, Code of Federal Regulations, Part 21), issued in implementation of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d - 2000d-4, and Appendix "CR" attached hereto, both of which are hereby made a part of this Agreement.

(10) To indemnify and save harmless the State of Connecticut, its officers, agents, and employees from all claims, suits, actions, damages, and costs of every name and description resulting from, or arising out of, operations conducted by the Municipality under this Agreement, including any supplements thereto, or project-related work conducted prior to the execution of this Agreement, and that such indemnification shall not be limited by reason of any insurance coverage.

(11) 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. The Municipality retains the right to use its Governmental Immunity against any party other than the State.

(12) The Municipality 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 Municipality receiving state funds must comply with the 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 Municipality 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 Municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$100,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$100,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the audit report must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The audit report 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.

The audited Municipality shall provide supplementary schedules with the following program/grant information: the program/grant number, ConnDOT project number, Federal project number, phase and expenditures by phase. The sum of project expenditures should agree, in total, to the program/grant expenditures in the audit report. 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 Municipality agrees that all fiscal records pertaining to the project shall 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 and/or Federal Auditors upon request.** The audited Municipality 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 Municipality shall require that the workpapers and reports of the independent CPA be maintained for a minimum of three (3) years from the date of the Audit Report.

The State reserves the right to audit or review any records/workpapers of the entity or municipality and the CPA pertaining to the Agreement.

(13) Certification for Federal-Aid Contracts-(For contracts exceeding \$100,000)

The Municipality certifies, by signing and submitting this Bid, Agreement, Contract, or Proposal, to the best of his/her/its knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. **If applicable, the attached Disclosure Form-LLL shall be completed and submitted with the Bid, Agreement, Contract, and/or Proposal.**

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Municipality also agrees by submitting his/her/its Bid, Agreement, Contract, or Proposal that he/she/it shall require that the language of this Certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly. **These completed Disclosure Forms-LLL, if applicable, shall be mailed to the Connecticut Department of Transportation, P.O. Box 317546, Newington, CT 06131-7546, to the attention of the project manager.**

(14)(a) That pursuant to Section 4a-60a of the Connecticut General Statutes, (1) The Municipality agrees and warrants that in the performance of the contract such Municipality will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Municipality agrees to provide each labor union or representative of workers with which such Municipality has a collective bargaining agreement or other contract or understanding and each vendor with which such Municipality has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Municipality's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Municipality agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to section 46a-56 of the general statutes; (4) the Municipality agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Municipality which relate to the provisions of this section and section 46a-56 of the general statutes.

(b) The Municipality shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Municipality shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes; provided, if such Municipality becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Municipality may request the State of

Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(15) That this clause applies to those municipalities who are or will be responsible for compliance with the terms of the Americans Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Municipality represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Municipality 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 Municipality. The Municipality 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 Municipality to be in compliance with this Act, as the same applies to performance under this Agreement.

(16) That with respect to all operations the Municipality performs and all those performed for the Municipality by subcontractors, the Municipality and subcontractors shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U. S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.

(17) 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 Municipality further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

(18) That this Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. This Agreement shall be deemed to have been made in Hartford, Connecticut.

The Municipality irrevocably consents with respect to any claims or remedies at law or in equity, arising out of or in connection with this Agreement to the jurisdiction of the Connecticut Superior Court (except as otherwise required by law or that Agreement), and, with respect to any claim between the Parties, to venue in Judicial District of Hartford-New Britain at Hartford or the United States Federal Court, District of Connecticut, and irrevocably waives any objections that it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Nothing herein shall be construed to waive any of the State's immunities.

S:\LR\AGREEMENTS\EXHIBITA

STATE OF CONNECTICUT
BY HIS EXCELLENCY
THOMAS J. MESKILL
GOVERNOR
EXECUTIVE ORDER NO. THREE

WHEREAS, sections 4-61d (b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services and

WHEREAS, section 4-61e (c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 5-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.

II

Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.

III

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex, or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

IV

The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase order from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

V

Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

VI

The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.

VII

The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.

VIII

The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51 (d) of the 1969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or referring workers or providing or supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements or state or federal law.

IX

The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or private, as the labor commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

X

(a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may

- (1) Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.
- (2) Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly or seek to prevent directly or indirectly compliance with the provisions of this Order.
- (3) Recommend that criminal proceedings be brought under chapter 939 of the general statutes.
- (4) Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
- (5) Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.
- (6) Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable efforts within a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify him of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

XI

If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.

XII

Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this Order.

XIII

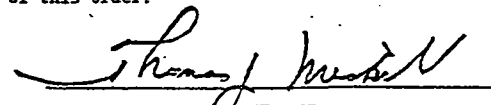
The labor commissioner may delegate to any officer, agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.

XIV

This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superseded by appropriate authority, to the extent that they are not inconsistent with this Order.

This Order shall become effective thirty days after the date of this Order.

Dated at Hartford, Connecticut, this 16th day of June, 1971.



GUIDELINES AND RULES
OF STATE LABOR COMMISSIONER
IMPLEMENTING GOVERNOR'S EXECUTIVE
ORDER NO. THREE

SEC. 1. PERSONS AND FIRMS SUBJECT TO EXECUTIVE ORDER NO. THREE AND GUIDELINES AND RULES.

- a. Every contractor, or subcontractor as defined in Sec. 2 hereof, supplier of goods or services, vendor, bidder and prospective contractor or subcontractor, having ten or more employees as defined in Sec. 3 of these Guidelines, having or entering into or bidding to enter into any type of contractual relationship with the State of Connecticut or any of its agencies, boards, commissions, departments or officers, and if the consideration, cost, subject matter or value of the goods or services exceeds \$5,000.00, shall be subject to the Governor's Executive Order No. Three and these Guidelines and Rules.
- b. A copy of the Governor's Executive Order No. Three and of these Guidelines and Rules shall be available to each said contractor, subcontractor, supplier, vendor, bidder and prospective contractor and subcontractor, and the said Executive Order No. Three and these Guidelines and Rules shall be incorporated by reference and made a part of the contract, purchase order, agreement or document concerned. A copy of the Executive Order and of these Guidelines and Rules shall be furnished to a contracting party or bidder on request.
- c. All persons, partnerships, associations, firms, corporations and other entities having less than ten employees as defined in Sec. 3 at the time of the bid and execution of the contract and continuing through the performance of the contract are exempt from the provisions of the said Executive Order and these Guidelines and Rules. All contracts, subcontracts, purchase orders and agreements wherein the consideration is \$5,000.00 or less shall be exempt from Executive Order No. Three and from these Guidelines and Rules.

SEC. 2. SUBCONTRACTORS.

As used herein, subcontractors are persons, partnerships, associations, firms or corporations or other entities having contractual relationship with a contractor who in turn has a contract with the State of Connecticut or any of its agencies, boards, commissions or departments. Subcontractors below this tier are exempt from the Executive Order and from these Guidelines and Rules.

SEC. 3. EMPLOYEES.

As used herein, employees are persons working full or part-time irrespective of personnel classification whose wages, salaries, or earnings are subject to the Federal Insurance Contribution Act and/or to Federal Withholding Tax as a matter of law (whether in fact or not any actual withholding occurs in a given case), in an employee-employer relationship at the time of bid, contract execution, or offer or acceptance, and/or during any time thereafter during the existence of the performance period of the contract to the conclusion thereof.

SEC. 4. REPORTS.

- a. Prior to the execution of the contract or prior to acceptance of a bid, as the case may be, the contractor, subcontractor, bidder or vendor shall file a report with the State Labor Commissioner, which report shall be complete and contain all of the information therein prescribed. The report shall be on Form E.O. 3-1, a facsimile of which is attached hereto and made a part hereof, or in lieu thereof the contractor, subcontractor, bidder or vendor shall submit a detailed report containing all of the information required in Form E.O. 3-1.
- b. The Labor Commissioner may require the filing of additional reports prior to final payment or prior to any renewal or extension of the contract and during the duration of the contract at such times as the Commissioner may, in his discretion, from time to time deem necessary. The Labor Commissioner may require the filing of additional information or reports, and the contractor, subcontractor, bidder or vendor shall furnish said information or reports within the times prescribed by the Labor Commissioner.
- c. The Labor Commissioner may, at his discretion, also require timely statistical reports on the number of minority employees employed or to be employed in the performance of the contract, and the Labor Commissioner may define such minority groups or persons.
- d. Reports filed pursuant to these Guidelines and Rules in implementation of Executive Order No. Three are not public records subject to public inspection, but may be inspected only by federal and state officials having jurisdiction and authority to investigate matters of this type. All federal and state agencies empowered by law to investigate matters relating to Executive order No. Three shall have access to these reports for inspection or copying during regular business hours.
- e. Any person who wilfully, wantonly or through negligence destroys or permits to be destroyed, alters or allows to be altered after filing, any reports submitted in compliance herewith shall be subject to penalties as prescribed by law.

