

PERSONAL SERVICE AGREEMENT

CO-802A REV. 2/2000 (Electronic Version)

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER
ACCOUNTS PAYABLE DIVISION

2

1. PREPARE 5 COPIES.
2. THE STATE AGENCY AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
3. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH AT SHEET 2 OF THIS FILE, AS ATTACHED HERETO AND INCORPORATED BY REFERENCE.

22nd

		(1) <input type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> AMENDMENT		(2) IDENTIFICATION NO. P.S.# 4467	
CONTRACTOR		(3) CONTRACTOR NAME University of Connecticut		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
		CONTRACTOR ADDRESS Connecticut Transportation Institute Box U-37, Storrs, CT 06269		CONTRACTOR FEIN / SSN - SUFFIX 000007301	
STATE AGENCY		(5) AGENCY NAME AND ADDRESS CT Department of Transportation, 2800 Berlin Trnpk., Newington, CT 06131-7546		(6) AGENCY NO. 5000	
CONTRACT PERIOD		(7) DATE (FROM) 1/1/95	THROUGH (TO) 12/31/05	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. 2.17-04(05) <input checked="" type="checkbox"/> NEITHER	
CANCELLATION CLAUSE		THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT).			(9) REQUIRED NO. OF DAYS WRITTEN NOTICE 60

COMPLETE DESCRIPTION OF SERVICE

(10) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

Amend Original Personal Service Agreement No. 5.05-01(94), as amended by First Amendment Agreement No. 12.02-01(94), Second Amendment Agreement No. 12.14-01(95), Third Amendment Agreement No. 4.30-01(96), Fourth Amendment Agreement No. 4.02-01(97), Fifth Amendment Agreement No. 2.05-01(98), Sixth Amendment Agreement No. 5.28-03(98), Seventh Amendment Agreement No. 1.06-02(99), Eighth Amendment Agreement No. 12.02-02(99), Ninth Amendment Agreement No. 5.01-03(00), Tenth Amendment Agreement No. 8.17-01(00), Eleventh Amendment Agreement No. 12.15-03(00), Twelfth Amendment Agreement No. 1.31-04(01), Thirteenth Amendment Agreement No. 10.23-01(01), Fourteenth Amendment Agreement No. 1.15-08(02), Fifteenth Amendment Agreement No. 11.27-02(02), Sixteenth Amendment Agreement No. 1.21-02(03), Seventeenth Amendment Agreement No. 11.19-04(03), Eighteenth Amendment Agreement No. 12.15-01(03), Nineteenth Amendment Agreement No. 12.23-03(03), Twentieth Amendment Agreement No. 9.13-04(04), and Twenty-First Amendment Agreement No. 12.20-05(04) which provided for continuation of a Technology Transfer Center at the University of Connecticut as follows: (See attached sheets and specified attachments.)

COST AND SCHEDULE OF PAYMENTS

(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Maximum payment is increased from \$3,856,905.32 to \$4,146,905.32, an increase of \$290,000.00. Payment shall be in accordance with the provisions of Sections 2.(C), 2.(D), 3.(B), 3.(C) and 3.(D) of Original Agreement No. 5.05-01(94), as amended.

(12) ACT. CD.	(13) DOC. TYPE	(14) COMM. TYPE	(15) LSE. TYPE	(16) ORIG. AGCY	(17) DOCUMENT NO.	(18) COMM. AGCY	(19) COMM. NO.	(20) VENDOR FEIN / SSN - SUFFIX	
				5400					
(21) COMMITTED AMOUNT			(22) OBLIGATED AMOUNT			(23) CONTRACT PERIOD (FROM/TO)			
						1/1/95 to 12/31/05			
(24) ACT. CD.	(25) COMM. LINE NO.	(26) COMMITTED AMOUNT	(27) COMM. AGENCY	(28) COST CENTER		(29) OBJECT	AGENCY TAIL		(33) F.Y.
				FUND	SID		(30) FUNCTION	(31) ACTIVITY	(32) EXTENSION

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS		(34) STATUTORY AUTHORITY	ConnDOT 13b-4 and 13b-23
(35) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)		TITLE	Carol Welt, Ph.D. Executive Director
(36) AGENCY (AUTHORIZED OFFICIAL)		TITLE	Office for Special Programs Manager of Research
(37) OFFICE OF POLICY & MGMT./DEPT. OF ADMIN. SERV.		TITLE	
(38) ATTORNEY GENERAL (APPROVED AS TO FORM)		TITLE	Assoc. Atty General
		DATE	4/21/05

DISTRIBUTION: ORIGINAL-CONTRACTOR PHOTOCOPY-COMPTROLLER PHOTOCOPY-OPM/DAS PHOTOCOPY-ATTORNEY GENERAL PHOTOCOPY-AGENCY

EXECUTIVE ORDERS

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, 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 contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a party hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, 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 contract. The parties to this contract, 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 contract performance in regard to listing all employment openings with the Connecticut State Employment Service. This contract is also subject to provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency of the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Sixteen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Sixteen 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 contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

I. NON-DISCRIMINATION

(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 the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. subsection 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.

For purposes of this Section, "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action - equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and Conn. Gen. Stat. subsections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. subsections 46a-56, 46a-68e and 46a-68f; (b) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56. If the Contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

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

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

g. The Contractor agrees to follow the provisions: The contractor agrees and warrants that in the performance of the agreement such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the contractor 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; the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and Section 46a-56 of the general statutes.

h. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the general statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

INSURANCE

The contractor agrees that while performing services specified in this agreement he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services.

STATE LIABILITY

The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

Twenty Second Amendment Agreement No. 2.17-04(05)

1. Section 1.(A) of Original Agreement No. 5.05-01(94), as amended, is hereby further amended to include the work set forth in the "Work Plan and Budget for the Eleventh year (January 1, 2005 Through December 31, 2005) of the Agreement with ConnDOT to provide a Continuing Transportation Technology Transfer Center at the University of Connecticut," dated December 7, 2004, attached hereto as Enclosure W, and made a part hereof.

2. The last sentence of Section 3.(M) of Original Agreement No. 5.05-01(94), as amended, is hereby deleted and the following is substituted in lieu thereof:

"The total limiting amount shall not exceed Four Million One Hundred Forty-Six Thousand Nine Hundred Five Dollars and Thirty-Two Cents (\$4,146,905.32) for the eleven (11) year contract period."

3. Section 3.(O) of Original Agreement No. 5.05-01(94), as amended, is hereby deleted and the following is substituted in lieu thereof:

"The University hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement No. F&A-10 Subject: Code of Ethics Policy," dated February 8, 2005, which is attached hereto and made a part of.

4. All other provisions of Original Agreement No. 5.05-01(94), First Amendment Agreement No. 12.02-01(94), Second Amendment Agreement No. 12.14-01(95), Third Amendment Agreement No. 4.30-01(96),

Fourth Amendment Agreement No. 4.02-01(97), Fifth Amendment Agreement No. 2.05-01(98), Sixth Amendment Agreement No. 5.28-03(98), Seventh Amendment Agreement No. 1.06-02(99), Eighth Amendment Agreement No. 12.02-02(99), Ninth Amendment Agreement No. 5.01-03(00), Tenth Amendment Agreement No. 8.17-01(00), Eleventh Amendment Agreement No. 12.15-03(00), Twelfth Amendment Agreement No. 1.31-04(01), Thirteenth Amendment Agreement No. 10.23-01(01), Fourteenth Amendment Agreement No. 1.15-08(02), Fifteenth Amendment Agreement No. 11.27-02(02), Sixteenth Amendment Agreement No. 1.21-02(03), Seventeenth Amendment Agreement No. 11.19-04(03), Eighteenth Amendment Agreement No. 12.15-01(03), Nineteenth Amendment Agreement No. 12.23-03(03), Twentieth Amendment Agreement No. 9.13-04(04), and Twenty-First Amendment Agreement No. 12.20-05(04), not specifically amended, deleted or revised herein shall remain in full force and effect.

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 3-1 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 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.


GOVERNOR

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.

SEC. 5. MANDATORY CLAUSES IN DOCUMENTS.

a. All contracts shall contain the following provisions verbatim:

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract 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 contract. The parties to this contract, 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 contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The (contractor), (subcontractor), (bidder), (vendor) agrees, as part consideration hereof, that this (order) (contract) is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

These provisions are in addition to and not in lieu of other clauses required by law.*

* N.B. The above paragraphs contain requirements additional to those set forth in July 16, 1971 directive to state agencies.

b. Every purchase order or like form submitted by a vendor or bidder, as applicable shall contain the following clause verbatim:

Vendor agrees, as part of the consideration hereof, that this order is subject to the provisions of Executive Order No. Three and the Guidelines and Rules issued by the Labor Commissioner implementing said Order as to nondiscrimination, and vendor agrees to comply therewith.

c. Where preprinted contract forms have been prescribed by federal authority and the rules of the federal agency prohibit the alteration thereof, the compliance officer of the State agency concerned shall submit to the Labor Commissioner a suggested short form or addendum acceptable to the federal agency, and in such cases, after approval by the Labor Commissioner, said clause may be substituted.

SEC. 6. COOPERATION OF STATE AGENCIES, BOARDS AND COMMISSIONS.

Every agency, board, commission and department of the State of Connecticut shall cooperate with the Labor Commissioner in the implementation of Executive Order No. Three and shall furnish such information and assistance as the Labor Commissioner may from time to time request.

SEC. 7. INVESTIGATIONS, COMPLAINTS.

The Labor Commissioner may initiate an investigation upon receipt of a complaint alleging discrimination. The Labor Commissioner may request that an investigation be conducted by the State agency which is the party to the contract in question. Investigations shall be conducted in accordance with acceptable legal standards, safeguarding the rights of all parties involved, and obtaining all of the relevant facts necessary for a complete determination of the issues. If the Labor Commissioner is not satisfied with the investigation or any part thereof he may order it to continue or to proceed further.

SEC. 8. HEARINGS.

The Labor Commissioner or officers designated by the heads of the State agencies, boards and commissions may conduct hearings on complaints filed. Hearings shall be held only after a report of the complaint has been filed with the Labor Commissioner and after a hearing on the complaint has been authorized or directed by the Labor Commissioner. Hearings shall be conducted in accordance with the accepted principles of administrative law. All parties shall be afforded the opportunity to a full, fair, impartial and complete hearing, the opportunity to examine and cross examine witnesses and to be present at all sessions of the hearing. If any party is vulnerable to a charge of a violation of the law, he shall be afforded the opportunity to procure counsel who may be present at the hearing.

SEC. 9. EQUAL EMPLOYMENT OPPORTUNITIES.

All State contracting agencies, employers, and labor unions shall use their best efforts to provide 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 General Statutes.

SEC. 10. DUTIES OF CONTRACTING AGENCIES.

All State contracting agencies shall be responsible for compliance with said Executive Order and with all state and federal laws relating to equal employment opportunities. All contracting agencies conducting investigations for the Labor Commissioner pursuant to Executive Order No. Three and these Guidelines and Rules shall report to the Labor Commissioner the action taken or recommended with regard to each complaint filed. Each officer of the executive department, every commissioner, and each executive head of each State agency, board and commission in the executive branch of the State government is expected to assume the responsibility of seeing to complete compliance with the Governor's Executive Order No. Three and shall forthwith take steps to assure and guarantee that there shall be no discrimination within their departments, agencies, boards or commissions in the performance of any state contract or subcontract on the basis of race, creed, color, sex, age, national origin or national ancestry, or in any way in violation of any state or federal law relating thereto.

BY VIRTUE OF THE AUTHORITY VESTED IN ME PURSUANT TO EXECUTIVE ORDER NO THREE EFFECTIVE JULY 16, 1971, AND THE GENERAL STATUTES OF CONNECTICUT

Dated at Wethersfield, Connecticut this 19th day of Nov., 1971.

JACK A. FUSARI
LABOR COMMISSIONER

STATE OF CONNECTICUT

BY HIS EXCELLENCY
THOMAS J. MESKILL

GOVERNOR

EXECUTIVE ORDER NO. SEVENTEEN

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all of the services offered.

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 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 do all acts necessary and appropriate to achieve its purpose. Upon 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, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.

II

Every contractor and subcontractor having a contract with the state or any of its agencies, boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.

III

All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.

IV

Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.

V

The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.

VI

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.

VII

(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. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the listing 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.

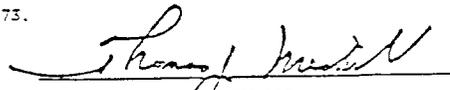
(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.

VIII

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.

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

Dated at Hartford, Connecticut, this 15th day of February, 1973.


GOVERNOR

State of Connecticut by His Excellency

John G. Rowland

Executive Order No. 16

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and

WHEREAS, the State is committed to providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts; and

WHEREAS, violence or the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties.

NOW, THEREFORE, I, John G. Rowland, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby ORDER and DIRECT:

1. That all state agency personnel, contractors, subcontractors, and vendors comply with the following **Violence in the Workplace Prevention Policy**:

The State of Connecticut adopts a statewide zero tolerance policy for workplace violence.

Therefore, except as may be required as a condition of employment —

- No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
- No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
- No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.

Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

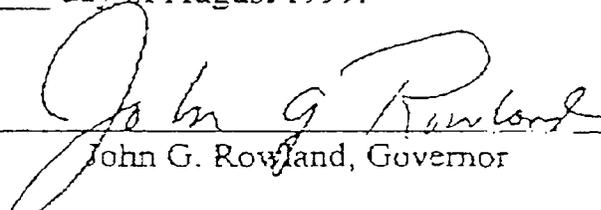
Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

2. That each agency must prominently post this policy and that all managers and supervisors must clearly communicate this policy to all state employees.

3. That all managers and supervisors are expected to enforce this policy fairly and uniformly.
4. That any employee who feels subjected to or witnesses violent, threatening, harassing, or intimidating behavior in the workplace immediately report the incident or statement to their supervisor, manager, or human resources office.
5. That any employee who believes that there is a serious threat to their safety or the safety of others that requires immediate attention notify proper law enforcement authorities and his or her manager or supervisor.
6. That any manager or supervisor receiving such a report shall immediately contact their human resources office to evaluate, investigate and take appropriate action.
7. That all parties must cooperate fully when questioned regarding violations of this policy.
8. That all parties be advised that any weapon or dangerous instrument at the worksite will be confiscated and that there is no reasonable expectation of privacy with respect to such items in the workplace.
9. That this order applies to all state employees in the executive branch.
10. That each agency will monitor the effective implementation of this policy.
11. That this order shall take effect immediately.

Dated in Hartford, Connecticut this 4th day of August 1999.



John G. Rowland, Governor

Filed this 4th day of August 1999





Susan Byskiewicz, Secretary of the State



CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

POLICY NO. F&A-10
February 8, 2005

SUBJECT: Code of Ethics Policy

No employee of the Connecticut Department of Transportation shall, either individually (or as a member of a group), directly or indirectly, solicit or accept any gift or gratuity from any person or organization with whom the Department has, has had, or may expect to have, a business relationship which could cause, or create the appearance of, a conflict with or influence the performance of the employee's duties with the Department. Anything of value that any person or organization attempts to give to an employee of this Department shall be immediately returned. If such thing of value is received by other than personal delivery from the subject person or organization, it shall be taken to the Office of Human Resources along with the name and address of the person or firm 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 giver advising them of this donation.

No employee of this Department shall, either individually (or as a member of a group), directly or indirectly, solicit the sale of tickets for a charitable event or accept any gift for the benefit of a charitable organization from any person or organization with whom the Department has, has had, or may expect to have, a business relationship which would cause, or create the appearance of, a conflict with or influence the performance of the Department.

No employee of this Department shall use or distribute State information or use State equipment or materials for other than State business purposes.

No employee shall use their position/influence or any information for financial benefits (this includes family members).

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

No employee of this Department shall accept employment with any consultant, contractor, appraiser, or any other organization or individual which is under contract or agreement with the State of Connecticut, nor shall any employee of this Department have, directly or indirectly, a

financial interest in any business, firm, or enterprise doing business with the State of Connecticut, which could cause, or create the appearance of, a conflict with or influence the performance of the employee's duties with the Department. Employees shall disclose other employment to the Human Resources Administrator.

Certain political activities may also result in a conflict of interest for Department employees. Political activities of State employees are governed by both the Federal Hatch Act and Connecticut General Statute 5-266a.

In addition to the above, all employees of this Department are to comply with Sections 1-79 through 1-89 of the Connecticut General Statutes, as amended, entitled Code of Ethics for Public Officials. Other important Ethics references include:

Code of Ethics for Public Officials

http://www.ethics.ct.us/Regs_and_Code_Information/2003_poguide.htm

Statutes, Regulations, and Policies Concerning Political Activity of Employees

<http://www.das.state.ct.us/HR/om/GL214D.pdf>

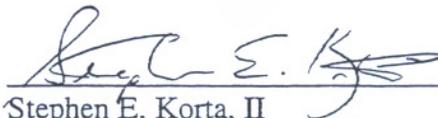
The Department of Transportation Ethics Liaison is Dave Crowther who can be reached at (860) 594-3032. Mr. Crowther is responsible for monitoring Department policies relevant to Ethics compliance and serving as a resource for Ethics guidance and advice.

Employees are also encouraged to contact the Ethics Commission directly with inquiries and requests for guidance at:

Telephone No.: (860) 566-4472 or Internet: www.ethics.state.ct.us

In instances where the Department's policy conflicts with the Code of Ethics for Public Officials, the Department's more restrictive policy takes precedence.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated July 30, 2004)



Stephen E. Korta, II
Commissioner

List 1 and List 3

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

Enclosure W

WORK PLAN & BUDGET
FOR THE ELEVENTH YEAR
(JANUARY 1, 2005 THROUGH DECEMBER 31, 2005)
OF THE AGREEMENT WITH CONNDOT
TO PROVIDE
A CONTINUING TRANSPORTATION TECHNOLOGY TRANSFER CENTER
AT THE UNIVERSITY OF CONNECTICUT

Technology Transfer Center
Connecticut Transportation Institute
University of Connecticut
December 7, 2004

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I. INTRODUCTION

The Work Plan and Budget presented herein is for the twelve month period from January 1, 2005 to December 31, 2005. Calendar Year 2005 represents a continuing opportunity to provide quality program activities that will help us to:

- Ensure the highest level of quality service for our clients
- Support our overall strategic plan, and
- Support the following FHWA emphasis areas: Increased training coverage to customers, additional training in highway operations, asset management, transferring research, development and technology to the existing and future workforce
- Support the focus areas and performance measurements in the 2004 National Local Technical Assistance Program Strategic Plan.

The following tasks and budgets reflect this proposed plan.

1. The Work Plan features the following continuing transportation technology transfer activities:
 - **Continuation of the basic technology transfer services:** Maintaining a mailing list, publishing a quarterly newsletter, providing technology transfer materials and information services, presenting workshops, seminars, conferences and special events.
 - **The Software Advisory Service:** Providing software and training in its use for Pavement Management (RSMS), Municipal Equipment Management Systems (MEMS) and Sign Inventory Management (SIMS) Systems.
 - **Traffic Counter and Safety Town Loan Programs**
 - **Connecticut Road Master Certificate Program**
 - **Connecticut Road Scholar Certificate Program**
 - **Connecticut Municipal Legal Traffic Authority Certificate Program**
 - **Professional Development Workshop Series**
 - **Field Based Technical Assistance**

2. The following program initiatives will also be continued:

- **Connecticut Advanced Pavement Laboratory Technology Transfer Activities**
Staff of the CAP Lab will assist the Technology Transfer Center efforts in 2005 through:
 - A. Provide technical assistance, when possible, to the towns of Connecticut through the Circuit Rider Program. These requests come through the Technology Transfer Center.
 - B. Serve on the planning committee for Connecticut Construction Career Days.

- **Connecticut Construction Career Days**
The Technology Transfer Center, in collaboration with the Connecticut Department of Transportation, Federal Highway Administration, Connecticut Construction Industries Association, CT Department of Education and several CT Trade Unions will present the fourth CT Construction Career Days. The target audience is juniors and seniors in Connecticut high schools.

- **On-Line Searchable Library**
Phase II of the library project will be continued. This phase consists of entering key words for all of the cataloged publications, videos and CD ROMs. Completion of this phase will enhance the search capability of our clients and provide them with the ability to complete more focused, comprehensive searches. We will also be focusing some of our promotional resources to encourage use of this new resource.

- **Web-based training programs**
The CT Technology Transfer Center will begin the incorporation of web based trainings into their educational programs. We will be utilizing a series of APWA Click, Listen and Learn programs to increase the comfort level of our clients with this educational technology. Streaming Media will also be utilized to bring video trainings to our local agencies. As additional funds become available in the future, we will pursue the development of our own web based trainings.

- **National LTAP Clearinghouse Advisory Committee**
The Program Director of the Connecticut Technology Transfer Center will continue her term on the National Clearinghouse Advisory Committee through summer, 2005.
 - a) Acting as the liaison to the National LTAP Association Executive Committee.
 - b) Coordinating, and possibly speaking, at the 2005 LTAP Annual Conference.
 - c) Presenting an update on the LTAP Clearinghouse activities at the Region One annual meeting.

- **Continued Development of the Safety Town Loan Program**

The Safety Town for Children is a free loan program available to towns and schools in Connecticut. The program is designed to introduce and teach children various aspects of life safety, including: Pedestrian Safety, Bicycle Safety and School Bus Safety. Through funding outside the LTAP program, curriculum development will commence during 2005.

3. The following special projects are also planned for the 2005 program year:

- **2005 Eastern Winter Maintenance Symposium**

The CT Technology Transfer Center, along with its partners, the CT Department of Transportation and the Federal Highway Administration, will be hosting the 2005 Eastern Winter Maintenance Symposium in Hartford, CT on September 7 and 8th. The event has the potential to provide 1,500 participants with the opportunity to learn about state of the art technology and share best practices related to winter maintenance issues.

- **Review and recommendations for improvement of the Connecticut Technology Transfer Center Circuit Rider Program.**

The CT Technology Transfer Center will be evaluating efficient, cost effective ways to provide an increased level of technical expertise to the towns in Connecticut. The project will begin once the Transportation Bill has been passed by Congress and the level of funding allocations to the centers has been determined.

- **Explore opportunities for additional loan programs for the local agencies in Connecticut.**

A needs analysis will be done with the towns in Connecticut to determine what additional loan programs would be useful to them. Funding sources will also be considered.

II. WORK PLAN

The Schedule of Work Tasks is shown in Attachment A-1, the Budget in Attachment A-2, the Breakdown of Cost by Task in Attachment A-3 and the scheduled training programs in Attachment A-4. A description of the work tasks is presented below:

Task A: Maintain Mailing List

Information on local and state personnel will be kept current through information provided on address update request forms in the T2 newsletters and workshop registration lists. Participants will continue to be encouraged to submit their E-mail addresses for inclusion in the mailing list system. **\$12,366**

Task B: Publish Newsletters

B1. Technology Transfer Quarterly Newsletter

Four issues of the newsletter will be published and distributed. The newsletter will focus on urban and rural transportation technology transfer topics.....\$24,416

B2. Electronic Technology Transfer Newsletter

Four issues of the newsletter will be included electronically on the Connecticut Transportation Institute web site\$ 5,649

Task C: Provide Technology Transfer Materials

C1. Publications Lending Library

The Center will maintain its collection of materials which are relevant and useful to transportation personnel in Connecticut's urban and rural agencies and work will continue on the new on-line searchable library database.....\$ 8,931

C2. Video Lending Library

The T2 Center will maintain its video lending library, disseminate information on available videotapes through the T2 newsletter and the Connecticut Transportation Institute web site, and distribute tapes to local transportation personnel in rural and urban areas on request.....\$ 6,017

C3. On-Line Searchable Library Database

The T2 Information Services Specialist, along with student workers, are beginning Phase II of the searchable library database project. All publications currently being held in the T2 library will have key words associated with them to enhance the search capability for our clients\$ 7,783

C4. Loan Programs:

- Traffic Counter Loan Program - The T2 Center has operated an Automated Traffic Counter Loan Program since 1986. The objective of this program is to encourage local governments to collect and utilize traffic data in the planning, management and operation of local transportation facilities.
- Safety Town Loan Program - The T2 Center also offers a Safety Town Loan Program for Children which focus on Pedestrian Safety, Bicycle Safety and School Bus Safety. The T2 Center will continue to encourage the use of these programs by Connecticut's municipalities

Loan Programs\$ 8,156

C5. Technology Transfer Tech Sheet

The Technology Transfer Center will publish and distribute a comprehensive technical fact sheet on a current area of research interest to the local transportation community\$ 8,005

Task D: Provide Technical Assistance

D1. Provide Technical Information to Connecticut's Local Transportation Officials:
 The T2 Center will accomplish this task by conducting literature searches utilizing its TRANSPORT on-line search service in conjunction with the T2 Center's library, consulting with University of Connecticut faculty, and networking with other T2 Centers and personnel from local, state, and federal agencies**\$11,289**

NOTE: The Center will not offer engineering consulting services. Such services are available from, and more appropriately provided by, the private sector.

D2. Software Advisory Service
 The T2 Center will continue to strengthen its software service for Connecticut's municipalities. The RSMS pavement management software, MEMS municipal equipment management system and SIMS sign inventory management software will be made available to Connecticut's municipalities.....**\$11,229**

Task E: Provide Training

E1. The Connecticut Road Master Program:
 The Center will continue to offer workshops in the Connecticut Road Master series. Nine topics will be offered three times each and one topic will be offered twice for a total of (29) workshops during the year.....**\$32,236**

E2. The Connecticut Road Scholar Program:
 The Center will continue to offer workshops in the Connecticut Road Scholar series. Two required workshops (with two sessions) and two elective workshops (with two sessions) will be offered during Calendar Year 2005 for a total of eight (8) workshops during the program year..... **\$ 8,900**

E3. The Municipal Legal Traffic Authority Program:
 The Center will continue to offer workshops in the Municipal Legal Traffic Authority series. Three topics will be offered two times for a total of four (6) workshops during the program year**\$14,663**

E4. Professional Development Workshops
 The Center will offer a series of two (2) workshops designed to enhance the skills of professional transportation engineers.....**\$10,166**

E5. Technology Transfer Workshop Administration
 The Center will continue to handle all administration for the technology transfer workshops. **\$27,583**

E6. Web-Based Training
 The CT Technology Transfer Center will continue working with the Ohio LTAP Center

and the Connecticut Department of Transportation Traffic Division to obtain a refresher course on Flagger Certification. In the meantime, the Technology Transfer Center will begin to integrate the APWA Click, Listen and Learn series into the educational curriculum..... \$ 6,065

Task F: Eastern Winter Maintenance Symposium

The Connecticut Technology Transfer Center, along with our partners, the Connecticut Department of Transportation and the Federal Highway Administration will be hosting the 2005 Eastern Winter Maintenance Symposium. This will be an opportunity to see the latest in winter maintenance technology and participate in technical sessions that address hot topics in winter maintenance and operations..... \$ 8,156

Task G: Meetings and Conferences

G1. T2 Center Advisory Committee Meetings

Four meetings of the Center's advisory committee will be held during this program year \$ 5,760

G2. Other Meetings and Conferences

T2 Center staff will attend the following meetings which offer exceptional opportunities to keep up-to-date on new developments in transportation:

- 1) TRB Annual Meeting
- 2) LTAP Regional Meeting (Director and Two Staff Members)
- 3) LTAP National Meeting (Director and One Staff Members)
- 4) Eastern Winter Maintenance Symposium (Director and all Staff)
- 5) In-State Travel \$ 18,393

Task H: Technology Transfer Circuit Rider

H1. Technical Assistance

The Circuit Rider will provide technology transfer technical assistance to both urban and rural agencies \$ 8,017

Task I: Program Evaluation/Progress Reports

I1. Progress Reports

Written progress reports will be prepared and issued to the Connecticut Department of Transportation, the Federal Highway Administration and the National LTAP Clearinghouse. These Performance Assessment Reports (PAR) and Center Assessment Reports (CAR) will address the progress of the work program tasks, center accomplishments and center challenges during the work program year. The reports will provide the basis for a continuing evaluation of the program \$ 5,803

I2. Program Evaluation

The Technology Transfer Center will be implementing new evaluation processes (including Level II and Level III training evaluation) in an effort to both meet the requirements of the new LTAP program performance measurements and provide a forum for continuous program improvement. The Center will also be implementing an instructor development program to ensure quality instruction and curriculum for our program..... **\$ 5,951**

Task J: Special Projects

J1. Connecticut Construction Career Days

The Technology Transfer Center, in collaboration with the Connecticut Department of Transportation, Federal Highway Administration, Connecticut Construction Industries Association, CT Department of Education and several CT Trade Unions will present the third CT Construction Career Career Day. The target audience is juniors and seniors in Connecticut high schools**\$ 5,319**

J2. Connecticut Advanced Pavement Laboratory Activities

Staff of the CAP Lab will assist the Technology Transfer Center efforts in 2004 through:

- A. Providing technical assistance to the towns of Connecticut through the Circuit Rider Program, as requested by the Technology Transfer Center.
- B. Serve on the planning committee for Connecticut Construction Career Days.....**\$10,000**

J3. National LTAP Program Committee Participation

The Program Director for the CT T2 Center will continue serving out her term on the LTAP Clearinghouse Advisory Committee and serve as the liaison to the NLTAPA Executive Committee..... **\$ 1,600**

J4. Development of 2005 Connecticut Technology Transfer Center Strategic Plan

The Technology Transfer Center has undertaken a strategic planning process and during the first quarter of 2005, will complete a draft of a new 2005 strategic plan for review by members of ConnDOT, FHWA and the T2 advisory committee. A multi-year business plan will also be completed to address specific projects..... **\$ 1,560**

J5. Development of PAR and CAR tools

The Technology Transfer Center staff will develop tools to help gather data

for the Performance Assessment Report (PAR) and the Center Assessment Report (CAR), an example of these tools:

- an integrated excel spreadsheet to tabulate data for the PAR
- a database to be used for entry, tabulation and analysis of technical assistance information..... **\$600**

J6. Technology Transfer Web Page Design and Maintenance

Routine maintenance and design work for the Technology Transfer Center's section of the Connecticut Transportation Institute web page**\$ 6,850**

Task K: Other

Staff meetings will be held regularly to discuss the Center's activities and to insure that those activities continue to meet the Center's objectives with a high level of quality. In addition staff time and other resources will be needed for a number of presently unforeseeable activities which inevitably arise during the course of the program year.....**\$ 8,577**

ATTACHMENT A-1						
SCHEDULE OF WORK TASKS - PROGRAM YEAR 2005						
TASK DESCRIPTION			JAN-MAR	APR-JUNE	JULY-AUG	SEP-DEC
A: Mailing List						
B: Newsletter:						
B1: Technology Transfer Newsletter			X	X	X	X
B2: Electronic T2 Newsletter			X	X	X	X
C: Technology Transfer Materials:						
C1: Publications Library						
C2: Video Lending Library						
C3: On-Line Searchable Library System						
C4: Loan Programs						
C5: Technology Transfer Fact Sheet					X	
D: Provide Technical Assistance:						
D1: Technical Information						
D2: Software Advisory Service						
E: Provide Training:						
E1: CT Road Master Program			XXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXX
E2: CT Road Scholar Program			XX	XX	XX	XX
E3: Municipal Legal Traffic Authority				XX		XX
E4: Professional Development Series					X	X
E5: Workshop Administration						
E6: Web-Based Training						
F: Eastern Winter Maintenance Symp.						X
G: Meetings and Conferences:						
G1: T2 Ctr. Advisory Committee			X	X	X	X
G2: Other Meetings and Conferences						
LTAP Annual National Meeting					X	
LTAP Annual Regional Mtg.				X		
Eastern Winter Maintenance Symp.						X
Transportation Research Board Meeting			X			
In-State Travel for Meetings						
H: Circuit Rider:						
H1: Technical Assistance						
I: Program Evaluation/Progress Reports:						
I1: Progress Reports			XX	X	X	X X
I2: Program Evaluation						
J: Special Projects:						
J1: Connecticut Construction Career Day						
J2: CAP Lab Activities						
J3: LTAP National Program Participation						
J4: Development of 2005 Strategic Plan						
J5: Development of PAR/CAR Tools						
J6: Web page design and maintenance						
K: Other						

**T2 BUDGET
PROGRAM YEAR 2005**

ITEM	AMOUNT
OFFICE SUPPLIES:	\$4,222
EQUIPMENT	0
SALARIES:	
	<u>% of Time</u>
L. Aultman-Hall	2 2,000
D. Shea	100 59,881
S. Merrall	62 32,480
C. Ward	39 7,311
N. Sanders	37 16,000
D. Barrett	22 8,000
M. McCarthy	40 15,750
J. Mahoney	10 6,450
Student Labor	4,000
 Total Salaries	 151,872
FRINGES:	
L. Aultman-Hall	585
D. Shea	17,515
S. Merrall	16,289
C.. Ward	3,666
N. Sanders	8,024
D. Barrett	2,340
M. McCarthy	4,607
J. Mahoney	1,887
Student Labor	84
 Total Fringes:	 54,997
TRAVEL:	
Out of State (TRB; Nat'l LTAP; Reg'l LTAP; Other Meetings)	6,550
In State	1,000
Total Travel	7,550
OTHER DIRECT:	
Postage	6,900
Telephone	4,000
Printing	7,400
 Memberships/Subscriptions	 326
Software	800
Other	3,600
Total Other Direct	23,026
 TOTAL DIRECT	 241,667
INDIRECT:	20% Modified Direct Costs
	48,333
GRAND TOTAL	\$290,000

**Attachment A-3
BREAKDOWN OF COST BY TASK
PROGRAM YEAR 2005**

Task	Sal & Fringe	Other Direct	Sup	Travel	Indirect	Equip	Total Cost	%	
A. Mailing List:		8,275	1,989	169	0	1,933	0	12,366	4%
B. Newsletter:									
1	16,550	3,500	500	0	3,867	0	24,416	8%	
2	4,137	461	84	0	967	0	5,649	2%	
C: Technology Transfer Materials:									
1	6,206	500	775	0	1,450	0	8,931	3%	
2	4,137	461	84	0	1,335	0	6,017	2%	
3	6,206		127	0	1,450	0	7,783	3%	
4	6,206		500	0	1,450	0	8,156	3%	
5	6,586		84	0	1,335		8,005	3%	
D: Technical Assistance:									
1	8,275	921	160	0	1,933	0	11,289	4%	
2	8,275	921	100	0	1,933	0	11,229	4%	
E: Training :									
1	24,236	2,500	100	200	5,200	0	32,236	11%	
2	6,206	691	0	200	1,803	0	8,900	3%	
3	10,343	1,151	100	200	2,868	0	14,663	5%	
4	8,500	0	0	0	1,666	0	10,166	3%	
5	15,814	6,366	1,018	200	4,185		27,583	9%	
6	5,263	0	0	0	762	0	6,025	2%	
F: EWMS:	6,206	500	0	0	1,451	0	8,157	3%	
G: Meetings and Conferences:									
1	4,137	536	120	0	967	0	5,760	2%	
2	12,412	0	0	6,250	1,800	0	20,462	8%	
H: Circuit Rider:									
1	4,137	0	0	0	1,811	0	5,948	2%	
I: Program Evaluation:									
1	4,137	400	0	0	1,266	0	5,803	2%	
2	4,529	500	0	0	922	0	5,951	2%	
J. Special Projects:									
1	4,288	439	0		592	0	5,319	2%	
2	7,800	0	0	500	1,700	0	10,000	3%	
3	1,000	500	0	0	100	0	1,600	0%	
4	1,300	0	0	0	260	0	1,560	0%	
5	500	0	0	0	100	0	600	0%	
6	5,000	0	300	0	1,550	0	6,850	2%	
K: Other:	6,206	691	0	0	1,678	0	8,575	3%	
TOTALS	206,869	23,026	4,221	7,550	48,334	0	290,000	100%	



CONNECTICUT TRANSPORTATION INSTITUTE *Technology Transfer Center*

Attachment A-4 Training Programs Calendar Year 2005

Road Master Certificate Program

Required:

- Principles of Drainage (3)
- Effective Communication Skills I (3)
- Work Zone Safety (3)

Electives

- Flagger Certification (3)
- Surveying Methods for Local Roads (3)
- Chainsaw Safety (2)
- Managing the Small Highway Department (3)

Additional electives will be chosen during 2005

Road Scholar Certificate Program

Required

- Supervisory Skills (2)
- Asset Management (2)

Electives

- Advanced Work Zone Traffic Control Oversight (2)
- Roundtable Discussion – Topic to be decided (2)

Connecticut Municipal Legal Traffic Authority Certificate Program

- Fundamentals of Analyzing and Solving Local Traffic Problems (2)
- Where and When to Use Signs Signals and Markings (2)
- Curb Cut Management (2)

Professional Development Series - Two topics to be chosen at a later date

Special Events

- 2005 Eastern Winter Maintenance Symposium and Expo (1)
- Construction Career Day (2)