



Owens Realty Services

Request for Proposal

Owens Realty Services has contracted with the State of CT. for facilities management services and acting as agent for CTDOT/Rail is seeking proposals for **Snow Removal** at the parking operations in Region B. Region B consists of the following sites: Fairfield Metro train station, Bridgeport train station, Harbor Yard Parking Garage (HYPG), West Haven train station, State Street train station in New Haven, Naugatuck train station and Waterbury train station.

Please be advised that Owens Realty Services reserves the right upon execution of an Agreement with a provider under this RFP process to expand any and all similar services at additional New Haven Rail facilities within Region B. If Owens Realty Services chooses to offer additional locations, the provider will be required to provide any and all additional services requested. Management fees and other related costs for the new sites would be negotiated but expected to be comparable to those in effect under this RFP agreement process. The snow contract(s) may be awarded by site or collectively with one vendor at the discretion of Owens Realty Services.

Description of the Facilities in Region B

The Facilities are commuter railroad station facilities owned by CTDOT and currently operated and maintained by Owens Realty Services and/or railroad entities. (Note: The below descriptions may not contain all details of each facility.)

Bridgeport Transportation Center - The State owned parking includes approximately 1,400 spaces in the parking garage adjacent to the Webster Bank

Arena and sports complex as well as a 200 space surface lot located across the street, under the footprint of 1-95. Garage is closed from 12am – 4am each morning M-F and on weekends when there are no events.

Fairfield Metro - station is comprised of two, high-level boarding platforms with waiting shelters, an "up and over" pedestrian bridge structure, passenger pick-up/drop-off zone and a 1,400 space surface parking lot. The pedestrian bridge features elevators — one on each end — facilitating access to platforms and parking.

West Haven – the station includes a main waiting room building and pedestrian bridge structure linking both sides of the complex. There are two, high-level boarding platforms and elevators located on each side of the complex. Parking includes a total of 660 spaces, comprised of two, separate surface lots.

New Haven/ State Street - station is a separate facility (to Union Station). The facility consists of two high-level platforms, one heated, accessible via separate elevated pedestrian bridge structures with stairs and elevators.

Waterbury station – parking lot is to be plowed/treated; the platform is not our responsibility, the sidewalk from the bus stop to the Webster Bank sidewalk. The Department is in final design for site improvements including upgraded parking, pedestrian connectivity, new waiting room area which will change the scope of work in the future.

Naugatuck station – only the parking area that lines up with the platform going out of the site is our responsibility; there are no sidewalks but will need availability to platform ramp and stairs.

The agreement will be from the contract execution date through 9/30/21 and (2) additional one year optional renewal periods through 9/30/2023. Pricing is to be submitted on a per site basis. All questions concerning this RFP are to be directed to Greg Horan, Property Manager, Region B CTDOT/Rail. E-mail address is ghoran@owens-services.com; cell phone: 203-509-7353. It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Bids are to be submitted via email by noon on Oct. 25, 2019.

Definitions, Abbreviations and Acronyms

Agreement	The contract between the selected firm and Owens Realty Services
BOMA	Building Owners and Managers Association
Contract	Same as Agreement
CTDOT	State of Connecticut, Department of Transportation - The State of Connecticut Department of Transportation is the owner and commuter rail authority for the New Haven Rail Line, which is the Connecticut portion of the Metro-North Railroad. The State of Connecticut Department of Transportation is responsible for programming and funding, as well as maintenance

and upkeep of the New Haven Line engines, rolling stock, rights of way, and facilities.

CTDOT/OfficeofRail The State of Connecticut Department of Transportation

DCP	Department of Consumer Protection
DOL	Department of Labor
EEO	Equal Employment Opportunity
FHWA	Federal Highway Administration
FM	Facility Manager
FTA	Federal Transit Administration
M&V	Measurement and Verification
MNR	Metro-North Railroad
MTA	Metropolitan Transportation Authority
O&M	Operations and Maintenance
OPM	Office of Policy and Management
OSHA	Occupational Safety and Health Administration
PPE	Personal Protective Equipment
QA/QC	Quality Assurance/Quality Control
QC	Quality Control
RFP	Request for Proposal
ROE	Rights-of-Entry
TBD	To Be Determined
USDOE	United States Department of Energy
USDOL	United States Department of Labor

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Site Inspections

A mandatory pre-bid walk thru is scheduled for Wednesday October 16, 2019 at 10am starting at the Fairfield Metro Train Station – meet at the parking/security trailer off Ash Creek Blvd. (NB/New Haven side) and proceeding to the other locations. .

1. Bid Prices

Prospective bidders shall quote prices as outlined in the **Scope of Work in Exhibit A** and the **pricing in Exhibit B** of this bid. Prices quoted must include all costs associated with performance of this contract. Bid prices must remain firm throughout the contract term.

2. Minimum Qualifications

The Contractor and Contractor's personnel must be licensed by the state of Connecticut to perform the work outlined in this contract. Contractor shall be solely responsible for obtaining all licenses and permits necessary to perform work under this contract.

All vehicles utilized for this contract will not be in violation of any State of Connecticut, Department of Motor Vehicles (DMV) or Federal Safety Motor Carrier safety regulations. Contractor performance may be subject to DMV review and outstanding violations may result in contract termination.

3. Subcontractors

If the Prime Contractor plans to use the services of sub-contractors in the performance of this contract, the Prime Contractor must list the subcontractors. The Prime Contractor shall be responsible for all work performed by its subcontractors. Owens Realty Services will make contract payments to the Prime Contractor only. The Prime Contractor and CTDOT shall indemnify and hold-harmless Owens Realty Services from any and all activities related to services provided by their own company and services provided by sub-Contractors.

4. Bidder Capabilities

Prospective bidders must have sufficient licensed staff, equipment, and inventory to meet the needs of the project and must demonstrate their capability to (a) meet contract specifications and (b) respond to calls for service at multiple locations concurrently.

5. Bid Evaluation and Award

Bids will be evaluated based on the requirements set forth in this Request for Proposal document which shall include but not be limited to: price, compliance with bid requirements and specifications.

This bid will be awarded by location, groups of locations or total bid, whichever is deemed to be in the best interest of the client and Owens Realty Services.

6. Site Conditions

A. Safety - all work must be performed in a safe manner. The Contractor shall, at its sole expense, immediately correct any dangerous conditions caused by or resulting from Contractor's work, which Owens Realty Services believes to be hazardous to persons or property.

B. Damage to facilities - the Contractor shall, at its sole expense, repair, replace or otherwise remedy any damage to the property or surrounding structures caused by the Contractor during the duration of this contract. The Contractor shall correct said deficiencies, or damage to property in a satisfactory manner, at no extra cost to Owens Realty Services. Owens Realty Services reserves the right to repair any property damage using its own resources, and back-charge the Contractor as may be required.

7. Contractor's Conduct

The Contractor shall be courteous, polite and adhere to proper conduct at all times. Proper conduct is meant to include, but is not limited to the following rules:

No weapons, drugs, or alcohol on any of the facilities.

No smoking in any facility or surrounding property.

No use of the owner's telephones, desks, equipment, etc...

No interior/exterior doors shall be left open or unlocked.

No profane language.

8. Change Order Authorization

Change orders will be issued for services rendered beyond the scope of work and only when approved in advance by Owens Realty Services.

Change orders for work performed shall be billed in the next month's invoice.

9. Scope of Work - See Exhibit A

10. Invoicing/Payment:

This is a lump sum contract from 11/1 - 4/30 each season. The total lump sum amount is divided into six equal monthly invoices. All billing must be submitted on a timely basis - the 1st of the month for the previous month which services were rendered. Example: invoice for November to be billed Dec 1st.

Invoicing is as follows:

1. Email the invoice to: ap@owens-services.com
2. Invoice "bill to address" is as follows:

State of CT/DOT/Rail
c/o OR&L Facility Services
2 Summit Place
Branford, CT. 06450
Attn: Greg Horan

3. You will be issued an annual PO number which is to be included on all invoices
4. This account is sales tax exempt.

11. Payroll: Vendors will be required to pay the **STANDARD WAGE** posted by the Department of Labor by town. This applies to truck drivers and laborers. Vendor is responsible for any increase during the term of the contract whenever there is rate increase by the DOL. The increase will be passed through and the labor rates in the contract will be modified.

12. Escalation: N/A.

13. Delivery: The Contractor shall initiate and begin the service effective 11/1/2019 – 9/30/21 and for each of the one year renewals through 9/30/2023 if exercised.

14. Cancellations and Additions: Owens Realty Services reserves the right to cancel the contract, or any part thereof, or make additions to the contract upon a thirty (30) day written notice to the Contractor. The charge for any additions or deletions shall be on an equitable basis satisfactory to Owens Realty Services.

15. Insurance:

1.1 Insurance Requirements. Contractor shall, at its sole cost and expense, maintain or caused to be maintained in full force and effect, for the benefit of the Contractor, Owens Realty Services and the CTDOT the types and amounts of insurance set forth below.

(a) Commercial General Liability Insurance. Commercial General Liability Insurance for damages arising out of bodily injury or death or damage to property incurred in connection with this Agreement. The limit shall not be less than One Million Dollars (\$1,000,000) for damages arising in any one occurrence, and, subject to that limit per occurrence, an aggregate limit of Two Million Dollars (\$2,000,000) for damages arising during the policy period. This insurance shall be written on a 1998 ISO Commercial General Liability form (CG0014 Form) or its equivalent and expressly provide that the general aggregate limit of liability applies on a per location or per project basis.

(b) Comprehensive Automobile Liability. Automobile Liability Insurance covering owned, non-owned and hired vehicles in accordance with all applicable Legal Requirements, including the automobile insurance laws of the State of Connecticut and other states where Service Contractor maintains its principal place of business. The limit shall not be less than One Million Dollars (\$1,000,000) per occurrence for damages arising out of bodily injury, death or property destruction. Such coverage shall be written on an occurrence basis.

(c) Employer's Liability Insurance. Employer's Liability Insurance for damages arising out of disease, fatality, or injury to employees resulting from workplace conditions or practices. The limit shall not be less than One Million Dollars (\$1,000,000) for damages arising in any one occurrence, and, subject to that limit per occurrence, an aggregate limit of One Million Dollars (\$1,000,000) for damages arising during the policy period.

(d) Workers' Compensation Insurance. Workers' Compensation Insurance, in each case, with statutory benefits and Employer's Liability of not less than One Million Dollars (\$1,000,000) per accident for all Employees.

Contractor shall continue such insurance as required by Legal Requirements now or hereinafter in effect, including the U.S. Longshore and Harbor Workers' Compensation, on an "if any" basis.

(e) Other. Contractor shall maintain such other insurance and in such amounts as operators of similar facilities to the Service Areas carry and maintain on such facilities from time to time during the Term.

(f) Railroad Protective Liability When the agreement involves work within (50) feet of the railroad right of way or State owned rail property with respect to the operations performed by the Contractor and/or it's sub-contractors, the contractor shall carry Railroad Protective Liability insurance providing coverage of at least \$2,000,000 for each accident or occurrence resulting in damages from bodily injury to/or death of all persons and/or injury to or destruction of property and subject to that limit per accident or occurrence, an aggregate coverage of at least \$6,000,000 for all damages during the policy period and with all entities falling within any of the following listed categories specified as named insured: the owner of the railroad right of way, the owner of any railcar licensed or permitted to travel within the affected portion of the railroad right of way, the operator of any licensed or permitted to travel within the affected portion of the railroad right of way, the State, if not falling within any of the above listed categories, and any other party with an insurable interest. If such insurance is required, the Contractor shall obtain and submit evidence of the minimum coverage indicated above to the State prior to commencement of the rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by the State.

Section 1.2. Additional Insureds; Loss Payee. Owens Realty Services, the State of CT/DOT/Rail and Metro North Railroad shall be named as additional insureds or loss payee as applicable under any and all coverages set forth in Section 1.1 above (other than worker's compensation insurance).

Section 1.3. Adjustment. After the Contract Year and every Contract Year thereafter, Contractor shall cause the insurance coverage described in Section 1.1 to be adjusted such that the insurance coverage for the policies described in Section 1.1 will be in amounts as would be customarily maintained by operators of facilities.

Section 1.4. Evidence of Insurance. Prior to the Effective Date and not less than two (2) days prior to the renewal date of any such insurance, Service Contractor shall provide to Prime Contractor insurance binders evidencing such insurance, together with "additional insured" and "loss payee" endorsement set forth on Section 1.1.

Section 1.5. Subcontractors. Contractor shall either include all of its subcontractors as insured under the policies of insurance required hereunder, or require such subcontractors to procure and maintain, such insurance. Any such insurance by any subcontractor with respect to the State of CT/DOT/Rail property shall include an endorsement waiving the insurer's rights of subrogation against Owens Realty Services, the CTDOT and the State and any of its officers, agents and employees. Any such subcontractor's liability insurance shall name each of Prime Contractor, the State of Connecticut and its officers, agents and employees as an additional insured.

Section 1.6. Waiver of Subrogation. All insurance maintained by Contractor, with respect to its Services shall be primary and shall not be in excess of any other insurance. Any insurance maintained by Prime Contractor, as to Service Contractor's Services shall be in excess of any and all insurance maintained by Service Contractor.

Section 1.7. No Contribution by ConnDOT. Owens Realty Services and the Service Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by CTDOT shall not contribute to insurance provided by Service Contractor under this Agreement.

Section 1.8. Insurance . Insurance must be submitted prior to the contract date and must be maintained throughout the contract.

****In addition the following companies must be added as additionally insured: Owens Realty Services, State of CT/DOT/Rail.**

Exhibit A – Scope of Work

1. Contractor shall provide a **lump sum** amount to complete snow removal and ice control at the Region B properties including spring cleanup. The lump sum total will be divided into (6) monthly invoices from November – April by site. In the case of a storm(s) in October this contract will cover that period of time. Insurance should be included in your lump sum.
2. Hauling snow will be on a time and material basis based on the contracted amounts for labor and equipment and will be authorized by the Property Manager and a separate PO.
3. The contractor will provide trained and licensed personnel to operate all equipment to remove the snow and ice. The contractor is to have a point person assigned to each site to oversee the work and as the contact for the Property Manager.
4. All work to be performed shall conform to all municipal, State and Federal guidelines, regulations and statues.

5. Contractor will furnish all labor, materials, equipment, transportation, trucking and supervision necessary for and incidental to all snow removal and ice management of the sites.
6. Contractor shall be held responsible for any and all damages to the facility and/or the property caused by the contractor's personnel or equipment. Contractor will advise Property Manager immediately of any incident and the how the situation is going to be corrected.
7. All the contractors employees must complete the Metro North safety training course at www.contractororientation.com and have the identification card on them while working at the sites.
8. Spring cleanup shall include repairs or replacement of items damaged during snow removal including but not limited to curbing, asphalt, signage, fencing, walls, guard rails and any other object damaged by the snow removal process.

Specifications

1. Snow removal is to commence at 1" and continue throughout the remainder of the storm. The contractor should be at the site prior to the beginning of the storm. This includes ice management as well.
2. Removal for snow and ice and ice control is for all driveways, roadways, parking lots, stairways, sidewalks, platforms, pedestrian walks.
3. Handicap sections in walks and parking areas, hydrants, dumpsters, generators, sprinkler valves must be clear at all times.
4. Contractor will pile snow piles in approved and designated areas on the property.
5. No sand is to be used at the sites. And a non- corrosive ice melt should be used on the sidewalks, platforms, pedestrian walks and stairways to be reviewed and approved by Owens Realty Services.
6. Dedicated equipment such as plows, walk behinds, loaders, electric brooms, etc. shall be stored at the sites at designated and approved areas.
7. **A list by site of equipment has been provided as a guide for pricing. Review and make additions and/or recommendations if needed.**

Fairfield Metro:

- 1 3/4 ton plow truck
- 1 full ton Mason dump plow truck with 4 yard spreader
- 1 45HP tractor or full size Skid Steer loader
- 1 6 Yard loader with 16ft pusher box.
- 2 power brooms for platforms
- 1 snow blower for long walks
- 6-8 hand laborers depending on size of storm. These are not including the operators for the above trucks/equipment

Bridgeport:

- 1 3/4 ton plow truck with spreader

- 1 Skid Steer loader
- 2 Power brooms for platforms
- 1 snow blower for long walks
- 9-11 hand laborers depending on size of storm. These are not including the operators for the above trucks/equipment

West Haven:

- 1 3/4 ton plow truck
- 1 full ton Mason dump plow truck with 4 yard spreader
- 1 2 Yard loader with 12ft pusher box.
- 2 power brooms for platforms
- 2 snow blower for long walks
- 6-8 hand laborers depending on size of storm. These are not including the operators for the above trucks/equipment

State Street:

- 1 3/4 ton plow truck with spreader
- 2 Power brooms for platforms
- 1 snow blower for long walks
- 2-4 hand laborers depending on size of storm. These are not including the operators for the above trucks/equipment

Naugatuck/Waterbury:

- 1 3/4 ton plow truck with spreader at each site
- snow blower for the sidewalk

8. Storage of equipment and materials must be in approved containers and the location approved.
9. Hauling will be on an as needed basis and at the direction of the Property Manager.
10. Contractor will text the PM when they arrive at the site, provide periodic photo updates during the storm at 10am and 2pm and when they are completed. During an overnight storm photos with an update is required by 5am to the PM. No exceptions.

**Exhibit B – Pricing
Annual Lump Sum Pricing from 11/1 – 4/30**

FF Metro
2019 - 2020:
2020 – 2021:
Option Years

2021 – 2022:
2022 – 2023:

Harbor Yard Parking Garage

2019 - 2020:
2020 – 2021:
Option Years
2021 – 2022:
2022 – 2023:

Bridgeport Train Station

2019 - 2020:
2020 – 2021:
Option Years
2021 – 2022:
2022 – 2023:

West Haven Train Station

2019 - 2020:
2020 – 2021:
Option Years
2021 – 2022:
2022 – 2023:

State Street – New Haven

2019 - 2020:
2020 – 2021:
Option Years
2021 – 2022:
2022 – 2023:

Naugatuck Train Station

2019 - 2020:
2020 – 2021:

Option Years

2021 – 2022:
2022 – 2023:

Waterbury Train Station

2019 - 2020:
2020 – 2021:
Option Years
2021 – 2022:
2022 – 2023:

Snow Hauling Costs

3 Yd Payloader: \$ _____/HR.
Operator: \$ _____/HR.

6 Yd Payloader: \$ _____/HR.
Operator: \$ _____/HR.

Tri-axle or Dump Trailer: \$ _____/HR.
Operator: \$ _____/HR.

Mason Dump Truck: \$ _____/HR
Operator: \$ _____/HR

Skid Steer: \$ _____/HR
Operator: \$ _____/HR

Plow Truck: \$ _____/HR
Operator: \$ _____HR

Additional labor: \$ _____HR.

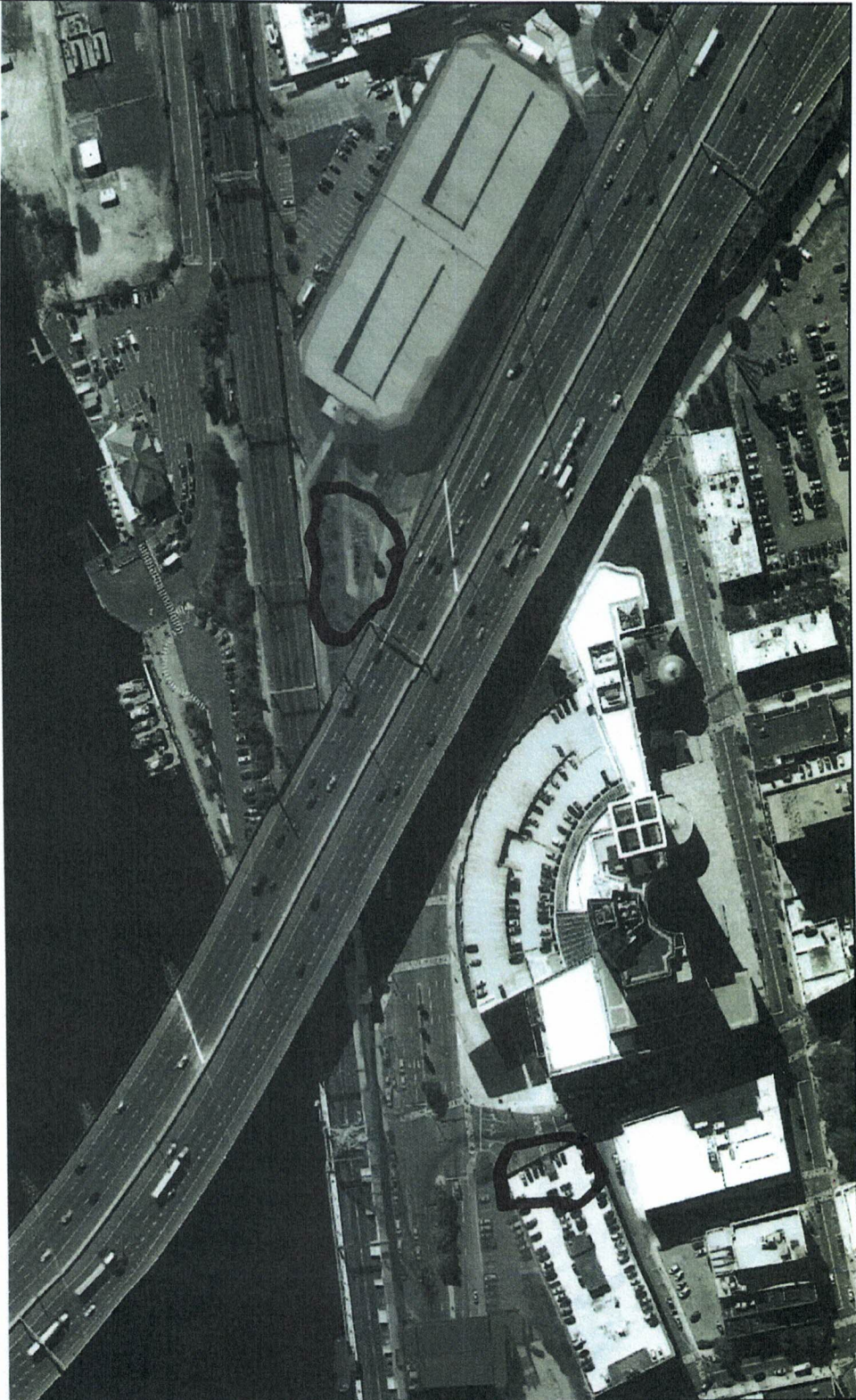
**Exhibit C – Region B Maps
Exhibit F- I; State of CT Attachments**



Fairfield Metro

61 Constant Way, Fairfield, CT 06824

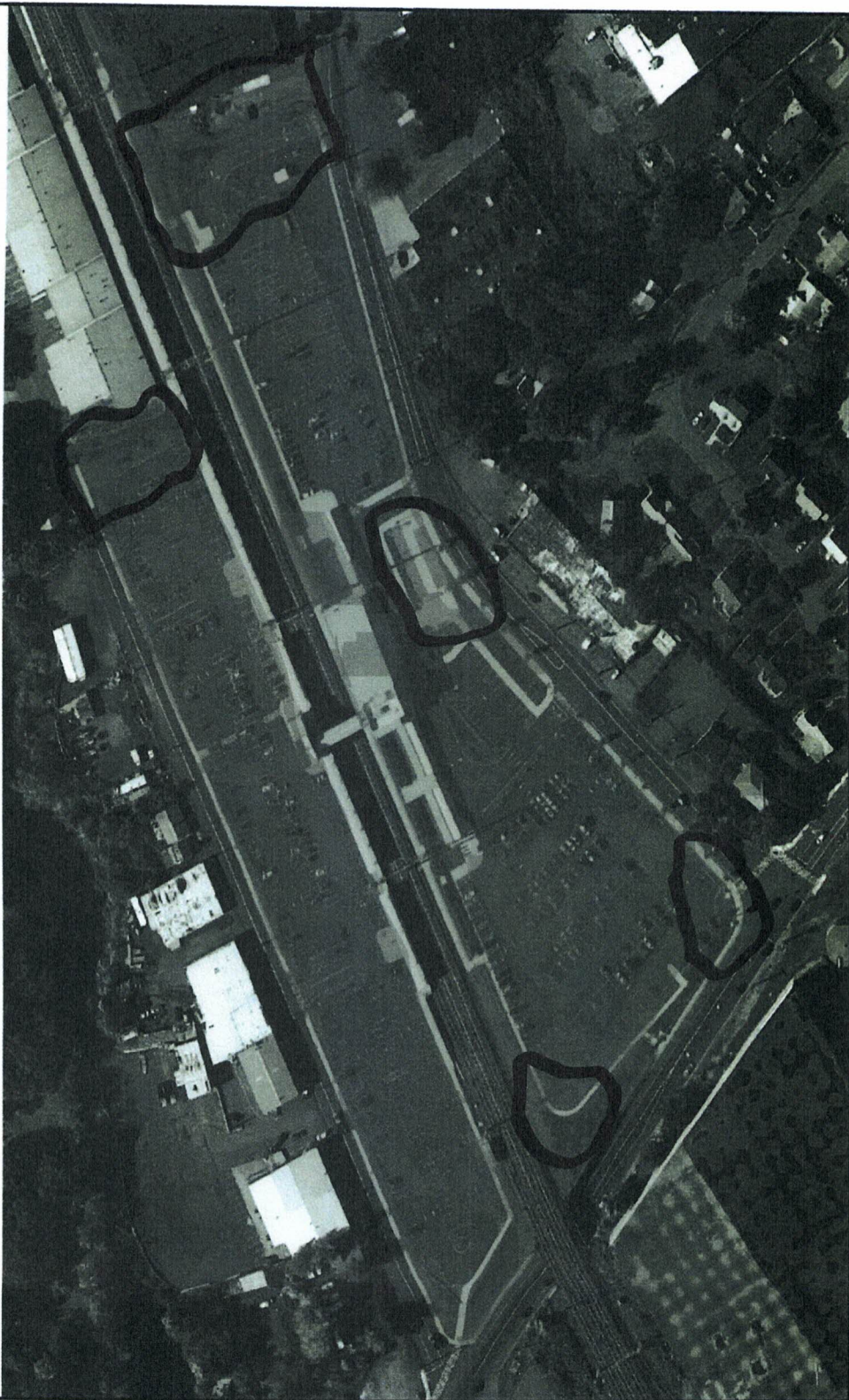
Exhibit B3: Fairfield Metro station Aerial



Bridgeport Station (West)

525 Water Street, Bridgeport, CT 06604

Exhibit B2: Bridgeport Transportation Center Aerial (continued)



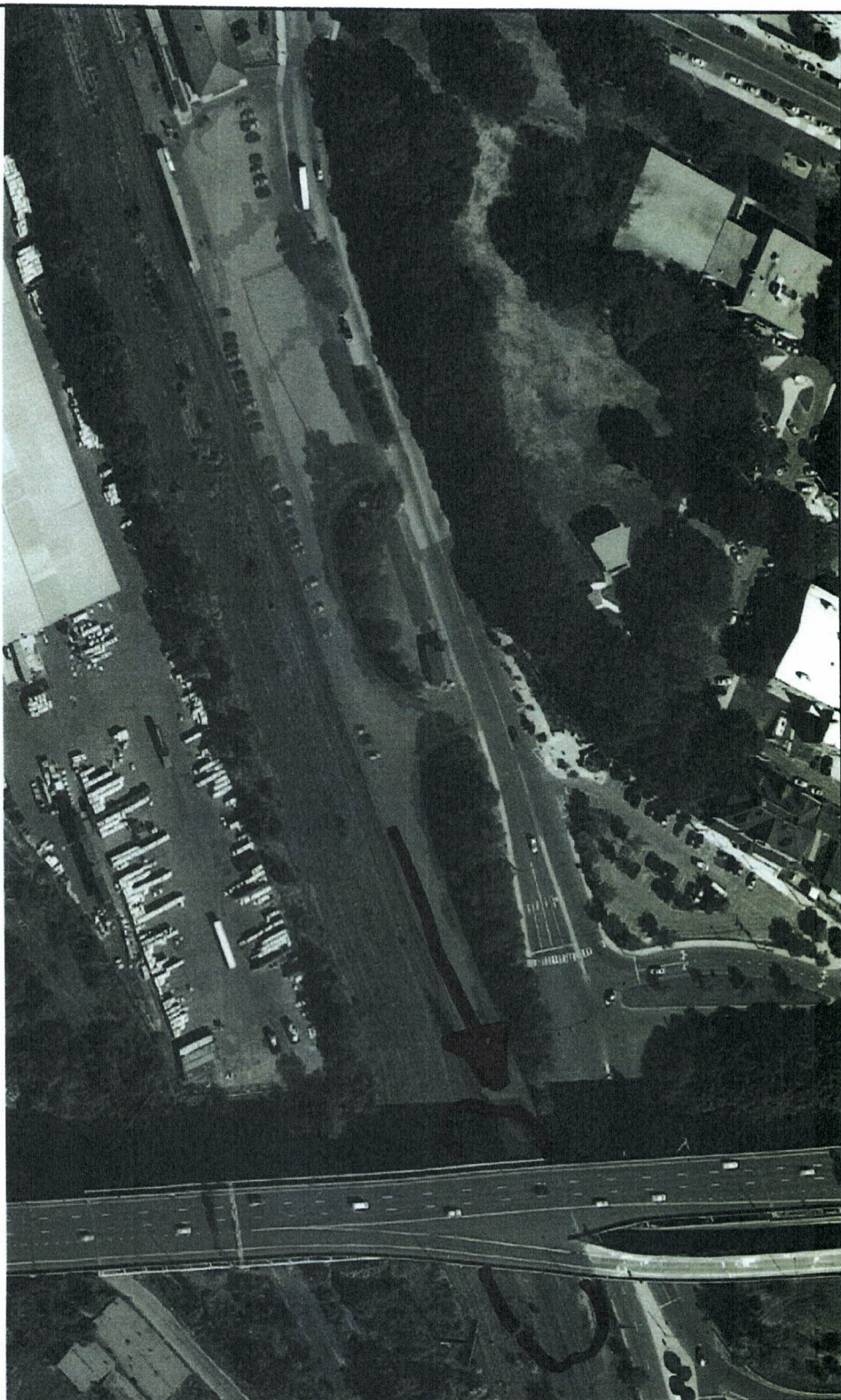
West Haven Station
20 Railroad Avenue, West Haven, CT 06516

Exhibit B4: West Haven station Aerial



NH State Street Station
259 State Street, New Haven, CT 06519

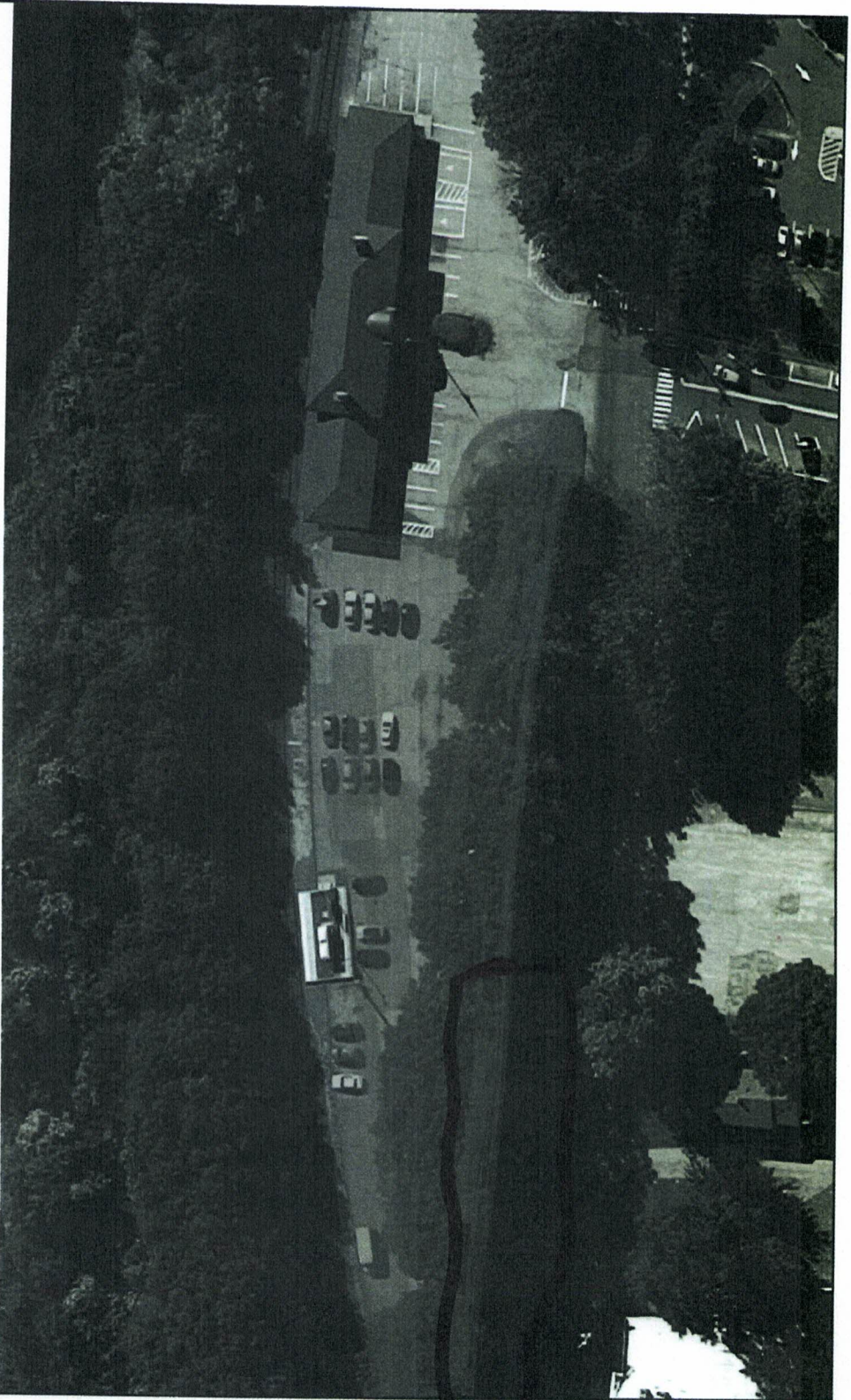
Exhibit B5: New Haven-State Street station Aerial



Waterbury Station

333 Meadow Street, Waterbury, CT 06702

Exhibit B6: Waterbury station Aerial



Naugatuck Station
195 Water Street, Naugatuck, CT 06770

Exhibit B7: Naugatuck station Aerial

EXHIBIT F

Title VI Contractor Assurances

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

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

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

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

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

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

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

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

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

EXHIBIT G

Connecticut Department of Transportation



POLICY STATEMENT

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

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT. It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy. The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee. All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

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

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

To contact the Office of State Ethics:

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

Enforcement

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

Prohibited Activities

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

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

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

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."
3. **Gift Exchanges Between Subordinates and Supervisors/Senior Staff:** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or vice versa) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. **Acceptance of Gifts to the State:** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.

5. **Charitable Organizations and Events:** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. **Use of Office/Position for Financial Gain:** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain

(or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president). DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

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

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

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of

Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.

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

- **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
- **Prohibited Representation:** DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

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

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

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

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

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

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

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

Training for DOT Employees

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

Important Ethics Reference Materials

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

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

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


Ralph G. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

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

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

EXHIBIT H

March 3, 2009

CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. **General:**

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

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

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

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

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

2. **Equal Employment Opportunity Policy:**

The Company will develop, accept and adopt as its operating policy an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. **Equal Employment Opportunity Officer:**

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

4. **Dissemination of Policy:**

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

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

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

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

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

5. **Recruitment:**

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

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

In the event that the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)

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

6. **Personnel Actions:**

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

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

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

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

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

7. **Training and Promotion:**

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

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

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

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

8. **Unions:**

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

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

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

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

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

9. **Subcontracting:**

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

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

10. **Records and Reports:**

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

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

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

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

11. **Affirmative Action Plan**

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

EXHIBIT I

SPECIAL PROVISIONS

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

April, 2010

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

I. GENERAL

- A. The Contractor shall cooperate with the Connecticut Department of Transportation (CONNDOT) in implementing the required contract obligations concerning "Small Contractor" and "Small Contractor Minority Business Enterprises" utilization on this Agreement in accordance with Section 4a-60g of the Connecticut General Statutes as revised. References, throughout this "Special Provision", to "Small Contractor" are also implied references to "Small Contractor Minority Business Enterprises" as both relate to Section IIA of these provisions. The Contractor shall also cooperate with CONNDOT in reviewing the Contractor's activities relating to this provision. This "Special Provision" is in addition to all other equal opportunity employment requirements of this Agreement.
- B. For the purpose of this "Special Provision", the "Small Contractor" named to satisfy the set-aside requirements must be certified by the Department of Administrative Services, Supplier Diversity Program [(860) 713-5236; <http://www.das.state.ct.us>] as a "Small Contractor" as defined by Section 4a-60g of the Connecticut General Statutes as revised and is subject to approval by ConnDOT to do the work for which it is nominated.
- C. Contractors who allow work which they have designated for "Small Contractor" participation in the pre-award submission required under Section IIC to be performed by other than the approved "Small Contractor" organization and prior to concurrence by CONNDOT, will not be paid for the value of the work performed by organizations other than the "Small Contractor" designated.
- D. If the Contractor is unable to achieve the specified contract goals for "Small Contractor" participation, the Contractor shall submit written documentation to CONNDOT's initiating unit (i.e. the unit responsible for administering the Agreement) indicating his/her good faith efforts to satisfy goal requirements. Documentation is to include but not be limited to the following:
1. A detailed statement of the efforts made to select additional subcontract opportunities for work to be performed by each "Small Contractor" in order to increase the likelihood of achieving the stated goal.
 2. A detailed statement, including documentation of the efforts made to contact and solicit contracts with each "Small Contractor", including the names, addresses, dates and telephone numbers of each "Small Contractor" contacted, and a description of the information provided to each "Small Contractor" regarding the scope of services and anticipated time schedule of items proposed to be subcontracted and the nature of response from firms contacted.
 3. For each "Small Contractor" that placed a subcontract quotation which the Contractor considered not to be acceptable, provide a detailed statement of the reasons for this conclusion.
 4. Documents to support contacts made with CONNDOT requesting assistance in satisfying the Agreement specified or adjusted "Small Contractor" dollar requirements.
 5. Document other special efforts undertaken by the Contractor to meet the defined goal.

- E. Failure of the Contractor to have at least the specified dollar amount of this Agreement performed by "Small Contractor" as required in Section IIA of this "Special Provision" will result in the reduction in the Agreement payment to the Contractor by an amount equivalent to that determined by subtracting from the specific dollar amount required in Section IIA, the dollar payments for the work actually performed by each "Small Contractor". The deficiency in "Small Contractor" achievement, will therefore, be deducted from the final contract payment. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified or adjusted dollar amount to the satisfaction of CONNDOT, no reduction in payments will be imposed.
- F. All records must be retained for a period of three (3) years following completion and acceptance of the work performed under the Agreement and shall be available at reasonable times and places for inspection by authorized representatives of CONNDOT.
- G. Nothing contained herein, is intended to relieve any contractor or subcontractor from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Agreement.

II. **SPECIFIC REQUIREMENTS**

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

- A. Not less than 10 (%) percent of the value of State funded assignments of this contract shall be subcontracted to and performed by, and/or supplied by, manufactured by and paid to "Small Contractors" and/or "Small Contractors Minority Business Enterprises".
 - If the above percentage is zero (0%) **AND** an asterisk (*) has been entered in the adjacent brackets [], this contract is 100% solely set-aside for participation by "Small Contractors" and/or "Small Contractors Minority Business Enterprises".
- B. The Contractor shall assure that each "Small Contractor" will have an equitable opportunity to compete under this "Special Provision", particularly by arranging solicitations, time for the preparation of fee proposals, Scope of Work, and Delivery Schedules so as to facilitate the participation of each "Small Contractor".
- C. The Contractor shall provide to the Negotiations Committee, in addition to his fee concurrence letter, the following items stipulated in 1 and 2:
 1. Certification (Exhibit I) signed by each named "Small Contractor" [subcontractor listing a description of the work and] certifying that the dollar amount of all contract(s) and/or subcontract(s) that have been awarded to him/her for the current State Fiscal Year (July 1 - June 30) does not exceed the Fiscal Year limit of \$10,000,000.00.
 2. A certification of work to be subcontracted (Exhibit I) signed by both the Contractor and the "Small Contractor" listing the work items and the dollar value of the items that the nominated "Small Contractor" is to perform on the project to achieve the minimum percentage indicated in Section IIA above.
 3. It is the responsibility of the Contractor to ensure that the "Small Contractor" and "Small Contractor Minority Business Enterprises" named are qualified to perform the designated scope of work.

- D. After the Contractor signs the Agreement, the Contractor will be required to meet with CONNDOT's initiating unit or his/her designee to review the following:
1. What is expected with respect to the "Small Contractor" set aside requirements.
 2. Failure to comply with and meet the requirement can and will result in monetary deductions from payment.
 3. Each quarter after the start of the "Small Contractor" the Contractor shall submit a report to CONNDOT's initiating unit indicating the work done by, and the dollars paid to each "Small Contractor" to date.
 4. What is required when a request to sublet to a "Small Contractor" is submitted.
- E. The Contractor shall submit to CONNDOT's initiating unit all requests for subcontractor approvals on standard forms provided by the Department.

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

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

- (1) A statement explaining any method or arrangement for renting equipment. If rental is from a Contractor, a copy of Rental Agreement must be submitted.
 - (2) A statement addressing any special arrangements for manpower.
- F. In instances where a change from the originally approved named "Small Contractor" (see Section IB) is proposed, the Contractor is required to submit, in a reasonable and expeditious manner, a revised submission, comprised of the documentation required in Section IIC, Paragraphs 1 and 2 and Section E together with documentation to substantiate and justify the change (i.e., documentation to provide a basis for the change) to CONNDOT's initiating unit for its review and approval prior to the implementation of the change. The Contractor must demonstrate that the originally named "Small Contractor" is unable to perform in conformity to specifications, or unwilling to perform, or is in default of its contract, or is overextended on other jobs. The Contractor's ability to negotiate a more advantageous contract with another "Small Contractor" is not a valid basis for change. Documentation shall include a letter of release from the originally named "Small Contractor" indicating the reason(s) for the release.
- G. Contractors subcontracting with a "Small Contractor" to perform work or services as required by this "Special Provision" shall not terminate such firms without advising CONNDOT, in writing, and providing adequate documentation to substantiate the reasons for termination if the designated "Small Contractor" firm has not started or completed the work or the services for which it has been contracted to perform.

III. BROKERING

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

IV. **PRE-AWARD WAIVERS:**

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

1. Information described in Section ID.
2. For each "Small Contractor" contacted but unavailable, a statement from each "Small Contractor" confirming its unavailability.

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



CONNECTICUT DEPARTMENT OF LABOR

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- Employment of Minors
- FMLA
- Joint Enforcement Commission For Worker Misclassification (JEC)
- Stop Work Orders
- Reports of Activities
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CONNECTICUT DEPARTMENT OF LABOR SERVICE RATES BY TOWN

SERVICE RATES 2019 - EFFECTIVE APRIL 1, 2019

As a result of a recent Attorney General legal opinion dated September 8, 2003 to Labor Commissioner Shaun B. Cashman, the following are the current standard wage rates for certain service workers according to Sec. 31-57f.

Attorney General 2003 Formal Opinion #2003-013

Service Rates Informational Letter

Andover	Griswold	Prospect
Ansonia	Groton	Putnam
Ashford	Guilford	Redding
Avon	Haddam	Ridgefield
Barkhamsted	Hamden	Rocky Hill
Beacon Falls	Hampton	Roxbury
Berlin	Hartford	Salem
Bethany	Hartland	Salisbury
Bethel	Harwinton	Scotland
Bethlehem	Hebron	Seymour
Bloomfield	Kent	Sharon
Bolton	Killingly	Shelton
Bozrah	Killingworth	Sherman
Branford	Lebanon	Simsbury
Bridgeport	Ledyard	Somers
Bridgewater	Lisbon	South Windsor
Bristol	Litchfield	Southbury
Brookfield	Lyme	Southington
Brooklyn	Madison	Sprague
Burlington	Manchester	Stafford
Canaan	Mansfield	Stamford
Canterbury	Marlborough	Sterling
Canton	Meriden	Stonington
Chaplin	Middlebury	Stratford
Cheshire	Middlefield	Suffield
Chester	Middletown	Thomaston
Clinton	Milford	Thompson
Colchester	Monroe	Tolland
Colebrook	Montville	Torrington
Columbia	Morris	Trumbull
Cornwall	Naugatuck	Union
Coventry	New Britain	Vernon
Cromwell	New Canaan	Voluntown
Danbury	New Fairfield	Wallingford
Darien	New Hartford	Warren
Deep River	New Haven	Washington
Derby	New London	Waterbury
Durham	New Milford	Waterford

Service rate areas as of July 1, 2017

Service rates prior to September 1, 2017

Service Rates Effective September 1, 2017

Service Rates Effective January 1, 2018

Service Rates Effective April 1, 2018

Service Rates Effective July 1, 2018

Service Rates from September 1, 2018-September 30, 2018

Service Rates from October 1, 2018-December 31, 2018

Service Rates from January 1, 2019-March 31, 2019

STANDARD WAGE 1/2 (OW)

Prevailing Wage Rates By Town - Standard Rates

<u>East Granby</u>	<u>Newington</u>	<u>Watertown</u>
<u>East Haddam</u>	<u>Newtown</u>	<u>West Hartford</u>
<u>East Hampton</u>	<u>Norfolk</u>	<u>West Haven</u>
<u>East Hartford</u>	<u>North Branford</u>	<u>Westbrook</u>
<u>East Haven</u>	<u>North Canaan</u>	<u>Weston</u>
<u>East Lyme</u>	<u>North Haven</u>	<u>Westport</u>
<u>East Windsor</u>	<u>North Stonington</u>	<u>Wethersfield</u>
<u>Eastford</u>	<u>Norwalk</u>	<u>Willimantic</u>
<u>Easton</u>	<u>Norwich</u>	<u>Willington</u>
<u>Ellington</u>	<u>Old Lyme</u>	<u>Wilton</u>
<u>Enfield</u>	<u>Old Saybrook</u>	<u>Winchester</u>
<u>Essex</u>	<u>Orange</u>	<u>Windham</u>
<u>Fairfield</u>	<u>Oxford</u>	<u>Windsor Locks</u>
<u>Farmington</u>	<u>Plainfield</u>	<u>Windsor</u>
<u>Franklin</u>	<u>Plainville</u>	<u>Wolcott</u>
<u>Glastonbury</u>	<u>Plymouth</u>	<u>Woodbridge</u>
<u>Goshen</u>	<u>Pomfret</u>	<u>Woodbury</u>
<u>Granby</u>	<u>Portland</u>	<u>Woodstock</u>
<u>Greenwich</u>	<u>Preston</u>	Statewide

return to Service Rate Areas

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Connecticut Department of Labor
Wage and Workplace Standards Division
Standard Wage Rates
Waterbury- Area 7
Rates Effective: April 1, 2019

Classification	Hourly Rate	Benefit
Assembler	\$12.26	3.67
Baker	\$16.75	5.03
Bartender	\$10.10	3.03
Boiler Tender	\$29.03	8.71
Buspersion	\$10.15	3.05
Carpenter, Maintenance	\$29.55	8.87
Cashier	\$10.90	3.27
Cleaner, Heavy** Hired after July 1, 2009	\$16.45	7.25 + a
Cleaner, Light** Hired after July 1, 2009	\$16.15	7.25 + a
Cleaner, Vehicles	\$12.89	3.86
Cook I	\$16.01	4.81
Cook II	\$17.42	5.23
Counter Attendant	\$12.26	3.67
Dishwasher	\$10.71	3.21
Dry Cleaner	\$14.18	4.25
Electrician, Maintenance	\$36.84	11.05
Elevator Operator	\$13.81	4.14
Fast Food Shift Leader	\$10.87	3.27
Fast Food Worker	\$10.10	3.03
Food Service Worker	\$12.33	3.69
Furniture Handler ~ Hired prior to July 1, 2009	\$16.46	7.25 + a
Furniture Handler**Hired after July 1, 2009	\$16.55	7.25 + a
Gardner	\$17.87	5.37
General Maintenance Worker	\$24.67	7.41
Guard I	\$19.18	5.75
Guard II	\$21.56	6.46

Hostess	\$10.10	3.03
HVAC	\$28.10	8.43
Janitor* ~ Hired prior to July 1, 2009	\$15.70	7.25 + a
Janitor** Hired after July 1, 2009		N/A
Laborer**Hired after July 1, 2009		N/A
Laborer*Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance* Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance** Hired after July 1, 2009		N/A
Locksmith	\$25.01	7.51
Maid or Houseman	\$13.68	4.10
Meat Cutter	\$19.46	5.84
Painter, Maintenance	\$25.03	7.51
Parking Lot Attendant	\$14.76	4.42
Pest Controller	\$20.19	6.05
Pipefitter, Maintenance	\$29.16	8.75
Plumber, Maintenance	\$29.85	8.96
Presser, Hand	\$12.26	3.67
Presser, Machine, Drycleaning	\$12.26	3.67
Presser, Machine, Shirts	\$12.26	3.67
Presser, Machine, Wearing Apparel, Laundry	\$12.26	3.67
Refuse Collector	\$21.62	6.49
Sheet Metal Worker, Maintenance	\$24.10	7.23
Stationary Engineer	\$29.03	8.71
Tractor Operator	\$17.28	5.19
Truck Driver and Snowplow Driver, Heavy Truck - Straight truck,	\$24.52	7.36
Truck Driver and Snowplow Driver, Light Truck - Straight truck, →	\$17.80	5.34
Truck Driver and Snowplow Driver, Medium Truck - Straight •	\$19.73	5.92
Vending Machine Attendant	\$20.01	6.00
Ventilation Equipment Tender	\$25.92	7.78
Waiter/Waitress	\$10.11	3.03
Washer, Machine	\$12.85	3.85
Window Cleaner ~ Hired prior to July 1, 2009	\$16.57	7.25 + a
Window Cleaner** Hired after July 1, 2009	\$20.48	7.25 + a

** Pursuant to Public Act 09-183 any grounds maintenance laborer or laborer hired prior to July 1, 2009 shall be classified as a janitor.*

*** Pursuant to Public Act 09-183, any grounds maintenance laborer, laborer or janitor hired after July 1, 2009 shall be classified as a light cleaner, heavy cleaner, furniture handler or window cleaner as appropriate.*

FOOTNOTES

Health and Welfare \$7.25 per hour on January 1, 2019.

- a. Vacation, holiday, and personal days to be determined by seniority based on the collective bargaining agreement covering the largest member of hourly non-supervisor employees employed within Hartford County (refer to the Fringe Benefit Calculation Chart).

Please direct any questions which you may have pertaining to this matter to the Wage and Workplace Standards Division, telephone (860)263-6790.