



CITY OF NORWALK
Norwalk City Hall
125 East Avenue, PO Box 5125
Room 225
Norwalk, CT 06856-5125
P: 203-854-7791 / F: 203-857-0143

PUBLIC WORKS COMMITTEE of the COMMON COUNCIL

DATE: Tuesday, December 6, 2022

TIME: 7:00 P.M.

PLACE: By Video Conference and Teleconference

To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel. Specific instructions and links can be found at: norwalkct.org/meetings

-  Members of the public can call in and listen to a meeting. They will not be able to speak or see any of the meeting participants. Each meeting will use a unique Meeting/Webinar ID. Please find the information using the link above.
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-  Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be read into the record, they should be submitted at least three hours in advance of the meeting start time. Please email Monique Cipriano at mcipriano@norwalkct.org to provide written public comment prior to the meeting.

AGENDA

Roll Call

Public Input

Public input (Guests at Committee meetings may speak to any item on the agenda. Comments shall be limited to no more than three (3) minutes per speaker.)

New Business

1. Approve the Minutes of the Public Works Committee Meeting of Tuesday, November 1, 2022.
2. Approve Public Works Committee Meeting Dates for 2023.
3. Authorize the Mayor, Harry W. Rilling, to execute any and all necessary documents for the State of Connecticut DEEP Urban Forestry Equity through Capacity Building grant related to the City of Norwalk's participation in the grant.

4. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Altice USA for the East Avenue Advanced Utility Project No. 0301-0515NP for an amount not to exceed \$91,000.00.

Account No. 09 12 4021 5777 C0471
09 22 4021 5777 C0471
09 23 4021 5777 C0471
09 21 4021 5777 C0234
09 22 4021 5777 C0234

5. Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to accept a donation of construction material from The Hatch & Bailey Company.
- 6a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Waters Construction Company INC. for Project BLDG2022-1 Paving of Ben Franklin Facility Parking Lot for a sum not to exceed \$128,000.00.

Account No. 09 23 7100 5777 C0295
09 21 7100 5777 C0295
09 23 7100 5777 C0476
09 23 4021 5777 C0021

- 6b. Authorize the Chief of Operations and Public Works to execute orders on the Contract with Waters Construction Company INC. for Project BLDG2022-1 Paving of Ben Franklin Facility Parking Lot for a sum not to exceed \$12,800.00.

Account No. 09 23 7100 5777 C0295
09 21 7100 5777 C0295
09 23 7100 5777 C0476
09 23 4021 5777 C0021

7. Authorize the Mayor Harry W. Rilling to execute any and all documents related to the First Supplemental Project Authorization Letter (P.A.L.) for the Advance Utility Project State Project No. 0301-0515/515 NP, enclosed with this agenda whereby the City of Norwalk will transfer funds in the amount of \$ 343,118.00 on July 15, 2023, and \$ 343,118.00 on July 1, 2024 to fund the work to pulling cables between Fort Point Street and Olmstead Place.

Account No. 09 12 4021 5777 C0471
09 22 4021 5777 C0471
09 23 4021 5777 C0471
09 24 4021 5777 C0471
09 21 4021 5777 C0234
09 22 4021 5777 C0234
09 23 4021 5777 C0818

- 8a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with The Grasso Companies, LLC, for Project RD2022-1 Curb and Sidewalk at Various Locations, for an amount not to exceed \$431,808.00.

Account No. 09 23 7100 5777 C0583
134010 5796 APW09

- 8b. Authorize the Chief of Operations and Public Works, to execute orders on Contract with The Grasso Companies, LLC, for Project RD2022-1 Curb and Sidewalk at Various Locations, for an amount not to exceed \$43,180.80.

Account No. 09 23 7100 5777 C0583
134010 5796 APW09

9. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Agreement with Win Waste Innovations Holdings (former City Carting, Inc.) for city-wide Municipal Solid Waste Collection dated September 28, 2012 in order to extend the term of the Agreement through June 30, 2024, with an option to extend one more year, based on the terms and fee schedule set out in the attached Proposal dated December 1, 2022. The fee for July 1, 2023 – June 30, 2024 will be \$ 2,115,000.00 and from July 1, 2024 - June 30, 2025 the fee will be \$ 2,220,750.00.

Account No. 01 40 28 5258

10. Authorize the Mayor, Harry W. Rilling, to execute a Fourth Amendment to the Agreement with Win Waste Innovations Holdings (former City Carting, Inc.) for Curbside Recycling Collection Services, dated June 30, 2004, in order to extend the term of the Agreement through June 30, 2024, with an option to extend an extra year based on the terms and fee schedule set out in the attached Proposal dated December 1, 2022. The fee for July 1, 2023 – June 30, 2024 will be \$ 1,497,600.00 and from July 1, 2024 - June 30, 2025 the fee will be \$ 1,572,480.00. An additional Commodity Processing fee of \$750,000.00 will be added to each annual base fee and is subject to available incentives based on the Commodity Revenue Share (80% City of Norwalk) 20% (WIN Waste).

Account No. 01 40 43 5298

11. Authorize the Mayor, Harry W. Rilling, to execute a Fourth Amendment to the Service Agreement with Win Waste Innovations Holdings (former City Carting, Inc.) for Transfer Station Operation, Transport and Disposal Services For Municipal Solid Waste dated August 4, 2008, in order to extend the term of the Agreement through June 30, 2024, with an option to extend an extra year based on the terms and fee schedule set out in the attached Proposal dated December 1, 2022. The transfer station operations fee for July 1, 2023 – June 30, 2024, will be \$ 876,000.00 and transport and disposal fee of \$97.00 per ton. The fee from July 1, 2024 - June 30, 2025, will be \$ 919,800.00 and transfer and disposal fee of \$101.85 per ton.

Account No. 01 40 42 5298

Information / Discussion

- A. Snowplowing Name Contest
- B. Tree Operations and Programming
- C. Monthly Solid Waste Report – October 2022
- D. Food Scrap Drop-Off Report – October 2022

E. Current / Upcoming Projects Status

1. Construction

- DRG2019-1 Dreamy Hollow Storm Drainage Improvements
- PM2021-1 Pavement Management Program
- RD2020-1 Concrete Curbs and Sidewalks
- RD2021-2 Concrete Curbs and Sidewalks
- DRG2020-1 On-Call Drainage
- RNP2022-2 Calf Pasture Beach Parking and Green Infrastructure Improvements
- RNP2022-3 Freese Park Railing Rehabilitation
- BR2021-1 Emergency Replacement of Rowayton Avenue Bridge over Keelers Brook
- State of CT DOT Projects at Various Locations

2. Advertised for Bids / Pending Contract

- BLDG2022-1 Paving Ben Franklin Facility Parking Lot – Bids received 11/22/2022
- RA2022-2 467 West Avenue Utility Infrastructure Upgrade – Bids due 12/7/2022
- RD2022-1 Curbs and Sidewalks at Various Locations – Bids due 12/1/2022
- RD2022-2 Curbs and Sidewalks for Senga and Morton Areas – Bids due 12/21/2022
- PM2023-2 Permanent Roadway Repairs & Surface Restoration – Bids due 12/22/2022

3. Design

- Project 102-366 West Cedar Street over Five Mile River
- Storm Drainage Evaluation at Selected Locations
- DRG2022-1 Lockwood Lane and Heather Lane Storm Drainage
- Chatham Drive and Cossitt Road Storm Drainage
- Veterans Park Visitor Dock Replacement

Adjournment:

Next Meeting:

Tuesday, January 3, 2023
Public Works Committee
7:00 P.M. Location TBD



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125 East Avenue, PO Box 5125
Room 225
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P: 203-854-7791 / F: 203-857-0143

**CITY OF NORWALK
PUBLIC WORKS COMMITTEE
NOVEMBER 1, 2022**

ATTENDANCE: Barbara Smyth, Chairwoman; Tom Livingston; Darlene Young (7:04pm);
Dominique Johnson; Bryan Meek

STAFF: Vanessa Valadares, Interim Chief of Operations and Public Works/Principal
Engineer; Chris Torre, Superintendent of Operations; Paul Sotnik, Senior
Civil Engineer; Drew Berndlmaier, Senior Civil Engineer; Daniel Stanton,
Senior Civil Engineer; Darin Callahan, Asst. Corporation Counsel

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Chairwoman Smyth called the meeting to order at 7:02p.m.

ROLL CALL

Chairwoman Smyth called the Roll: Tom Livingston Darlene Young Dominique Johnson
Bryan Meek Barbara Smyth

At Roll Call there were five (5) Committee members present, Lisa Shanahan and Nora Niedzielski-Eichner were absent. A quorum was present.

PUBLIC INPUT

PUBLIC INPUT (GUESTS AT COMMITTEE MEETINGS MAY SPEAK TO ANY ITEM ON THE AGENDA. COMMENTS SHALL BE LIMITED TO NO MORE THAN THREE (3) MINUTES PER SPEAKER.)

There was no public input. Public participation was closed at 7:03p.m.

NEW BUSINESS

1. **APPROVE THE MINUTES OF THE PUBLIC WORKS COMMITTEE MEETING OF TUESDAY, OCTOBER 4, 2022.**

There was no report on this item.

****MR. LIVINGSTON MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

2. **RE-AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE THE AGREEMENT FOR USE OF MUNICIPAL PUBLIC PROPERTY, TEMPORARY WORK AREA AGREEMENT, SIDE LETTER AGREEMENT, AND ANY AND ALL OTHER DOCUMENTS WITH EVERSOURCE NECESSARY AND FOR THE PURPOSE OF PROVIDING EVERSOURCE WITH RIGHTS TO UNDERGROUND ITS ELECTRICAL TRANSMISSION AND DISTRIBUTION LINES AT THE NORWALK POLICE STATION AND VETERANS PARK IN CONNECTION WITH THE WALKBRIDGE PROJECT AND THE CITY'S COMPENSATION FOR SUCH RIGHTS, PER THE ENCLOSED MEMORANDUM OF VANESSA VALADARES DATED OCTOBER 26, 2022.**

Ms. Valadares reported on this item. She shared her screen and explained where the changes were made. She stated there was a slight change in the route which caused for the redesign of the transmission lines. One (1) of the acquisitions on the west side fell through. Ms. Valadares explained where the new route will be. This item will go before the Planning Commission and Harbor/Shellfish Commission prior to the full Common Council. There was a correction on the memo regarding the dollar amount. (Please see attached memo).

****MR. LIVINGSTON MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

3. **AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH FRONTIER COMMUNICATIONS PARENT, INC. FOR THE EAST AVENUE ADVANCED UTILITY PROJECT NO. 0301-0515NP FOR AN AMOUNT NOT TO EXCEED \$550,000.00.**

ACCOUNT NO.	09 12 4021 5777 C0471
	09 22 4021 5777 C0471
	09 23 4021 5777 C0471
	09 21 4021 5777 C0234
	09 22 4021 5777 C0234

Ms. Valadares reported on this item. Items 3, 4 and 5 are for the same project. All three items need an agreement with the city. Ms. Valadares explained the utility component of the project.

****MS. JOHNSON MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH WINDSTREAM COMMUNICATIONS INC. FOR THE EAST AVENUE ADVANCED UTILITY PROJECT NO. 0301-0515NP FOR AN AMOUNT NOT TO EXCEED \$5,000.00.

ACCOUNT NO. 09 12 4021 5777 C0471
09 22 4021 5777 C0471
09 23 4021 5777 C0471
09 21 4021 5777 C0234
09 22 4021 5777 C0234

There was no report on this item.

****MR. LIVINGSTON MOVED THE ITEM**
****MOTION PASSED UNANIMOUSLY**

5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH CROWN CASTLE INTERNATIONAL FOR THE EAST AVENUE ADVANCED UTILITY PROJECT NO. 0301-0515NP FOR AN AMOUNT NOT TO EXCEED \$170,000.00

ACCOUNT NO. 09 12 4021 5777 C0471
09 22 4021 5777 C0471
09 23 4021 5777 C0471
09 21 4021 5777 C0234
09 22 4021 5777 C0234

There was no report on this item.

****MS. JOHNSON MOVED THE ITEM**
****MOTION PASSED UNANIMOUSLY**

6. AUTHORIZE THE PURCHASING AGENT TO AUTHORIZE A SOLE SOURCE PURCHASE ORDER TO CARGILL SALT FOR TREATED ROAD SALT FOR SNOW AND ICE CONTROL, PRICING NOT TO EXCEED \$108.00 PER TON FOR NORMAL AND AFTER HOUR DELIVERIES EFFECTIVE FOR THE 2022-23 SNOW SEASON.

ACCOUNT NO. 01 40 25 5322

Mr. Torre reported on this. He reassured the Committee that the city has a shed full of salt they purchased last year at last years rate or \$87 per ton. A discussion ensued about the cost of salt and the environmental effects of the salt. Mr. Torre explained what the salt is treated with and answered all questions regarding the distribution.

****MR. LIVINGSTON MOVED THE ITEM**
****MOTION PASSED UNANIMOUSLY**

INFORMATION / DISCUSSION

A. SNOWPLOWING NAME CONTEST

[HTTPS://WWW.SURVEYMONKEY.COM/R/YL8HY2S](https://www.surveymonkey.com/r/yl8hy2s)

Ms. Valadares reported on this. She explained the contest rules. There are 26 snow routes which they divided into two (2) parts. Each truck gets three (3) names to choose from. The name with the most votes will get picked for that truck route.

B. TREE OPERATIONS AND PROGRAMMING

Mr. Sotnik gave an update on their tree planting events. Mr. Torre reported on tree removals.

C. MONTHLY SOLID WASTE REPORT – SEPTEMBER 2022

Mr. Torre reported on this. He spoke about more education and outreach for the residents.

D. FOOD SCRAP DROP-OFF REPORT – SEPTEMBER 2022

Mr. Torre reported on this. A discussion ensued about sustaining the programs and opening another drop-off at Cranberry Park. The site at the Transfer Station and Cranberry Park is a 5 day a week program. They would like to see them become fully funded City programs.

E. CURRENT / UPCOMING PROJECTS STATUS

1. CONSTRUCTION

- DRG2019-1 DREAMY HOLLOW STORM DRAINAGE IMPROVEMENTS
- PM2021-1 PAVEMENT MANAGEMENT PROGRAM
- RD2020-1 CONCRETE CURBS AND SIDEWALKS
- RD2021-2 CONCRETE CURBS AND SIDEWALKS
- DRG2020-1 ON-CALL DRAINAGE
- RNP2022-2 CALF PASTURE BEACH PARKING AND GREEN INFRASTRUCTURE IMPROVEMENTS
- BR2021-1 EMERGENCY REPLACEMENT OF ROWAYTON AVENUE BRIDGE OVER KEELERS BROOK
- STATE OF CT DOT PROJECTS AT VARIOUS LOCATIONS

2. ADVERTISED FOR BIDS / PENDING CONTRACT

- BR022-1 REHABILITATION OF BONNYBROOK ROAD OVER HOLY GHOST FATHERS BROOK AND CANNON STREET OVER BETTS POND BROOK – DUE 9/28/22

3. DESIGN

- PROJECT 102-366 WEST CEDAR STREET OVER FIVE MILE RIVER
- STORM DRAINAGE EVALUATION AT SELECTED LOCATIONS
- DRG2022-1 LOCKWOOD LANE AND HEATHER LANE STORM DRAINAGE
- CHATHAM DRIVE AND COSSITT ROAD STORM DRAINAGE
- VETERANS PARK VISITOR DOCK REPLACEMENT

The Senior Civil Engineers each reported on their current projects status and answered all questions asked by the Committee.

ADJOURNMENT: Ms. Johnson moved to adjourn.
Motion passed unanimously.
Meeting adjourned at 7:46p.m.

NEXT MEETING: TUESDAY, DECEMBER 6, 2022
PUBLIC WORKS COMMITTEE
7:00 P.M. LOCATION TBD

MEMORANDUM

TO: Member of the Commons Council
Members of the Public Works Committee
Members of the Planning Commission
Mayor Harry W. Rilling

FROM: Vanessa Valadares, Interim Chief of Public Works and Operations

CC: Mario F. Coppola, Corporation Counsel
Darin L. Callahan, Assistant Corporation Counsel

DATE: November 02, 2022

RE: Eversource Easements

.....

Dear Members and Mayor:

On September 13, 2021, at a Joint Special Meeting of the Public Works Committee and Planning Commission, followed by a meeting of the Common Council on September 28, 2021, the City, acting through its legislative process, approved certain permanent and temporary easements at the Police Station and Veterans Park and compensation to be paid for such rights in connection with a plan to have Eversources re-route its electrical lines off the railway and underground for purposes of the Walkbridge Project. This was done to avoid Eversource from re-routing the line *overhead* through South Norwalk.

The Approvals as well as the Memorandum issued by the Law Department can be found in the Meeting Minutes as the following links:

See PWC/PC Minutes at Pages 1-53 at the following link:

<https://www.norwalkct.org/ArchiveCenter/ViewFile/Item/17669>

See CC Minutes at Pages 2, 62-122 at the following link:

<https://www.norwalkct.org/ArchiveCenter/ViewFile/Item/17728>

Subsequent to this approval, it has become necessary for Eversource to revise the route by which the electrical lines would pass under the Norwalk River, and as a result, the path the lines need to take through Veterans Park. This in turn effects the footprint of the permanent and temporary easements through Veterans Park. Attached as **Exhibit 1-A** is the Veterans Park easement map at the time of the approval. Attached as **Exhibit 1-B** is the proposed new Veterans Park easement map. In consideration for approving this new route, Eversource has agreed to increase its compensation to the City. Specifically, Eversource has agree to increase its compensation to the

City from \$404,000.00 to \$ 416,000.00 and its compensation to the Norwalk Harbor Commission from \$25,000.00 to \$50,000.00, and further, to provide additional compensation to the Norwalk Shell Fish Commission in the amount of \$10,000.00.

I am providing for your consideration the following action item approving the easements as compensation revised as set forth above:

Re-Authorize the Mayor, Harry W. Rilling to execute the Agreement for Use of Municipal Public Property, Temporary Work Area Agreement, Side Letter Agreement, and any and all other documents with Eversource necessary and for the purpose of providing Eversource with rights to underground its electrical transmission and distribution lines at the Norwalk Police Station and Veterans Park in connection with the Walkbridge Project and the City's compensation for such rights, per the enclosed Memorandum of Vanessa Valadares dated November 02, 2022.

**Public Works Committee
2023 Meeting Dates
1st Tuesday of the Month**

***Unless stated otherwise**

Room 231 once we return to in-person meetings

Tuesday	January 3, 2023	7:00pm	Video Conference
Tuesday	February 7, 2023	7:00pm	Video Conference
Tuesday	March 7, 2023	7:00pm	Video Conference
Tuesday	April 4, 2023	7:00pm	Video Conference
Tuesday	May 2, 2023	7:00pm	Video Conference
Tuesday	June 6, 2023	7:00pm	Video Conference
Tuesday	July 4, 2023	7:00pm	Video Conference
Tuesday	August 1, 2023	7:00pm	Video Conference
Tuesday	September 5, 2023	7:00pm	Video Conference
Tuesday	October 3, 2023	7:00pm	Video Conference
Tuesday	November 7, 2023	7:00pm	Video Conference
Tuesday	December 5, 2023	7:00pm	Video Conference

July 4th is a holiday. The Committee will need to formally cancel the meeting. If the Committee chooses to meet in July they could call for a special meeting.

2



CITY OF NORWALK
Paul L. Sotnik, P.E.
Senior Civil Engineer
psotnik@norwalkct.org
P: 203-854-7891 / F: 203-857-0143
Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

TO: Vanessa Valadares, P.E. - Chief of Operations and Public Works

FROM: Paul L. Sotnik, P.E. - Senior Civil Engineer *P.L.S.*

CC: Rita T. Nigri, MPA – City of Norwalk Grants Coordinator
Erica Kipp, PhD – Chairperson - City of Norwalk Tree Advisory Committee

REF: Urban Forestry Equity through Capacity Building Grant – City Participation

DATE: November 16, 2022

As Chairperson of the City of Norwalk Tree Advisory Committee (TAC), Erica Kipp submitted an application for an Urban Forestry Equity through Capacity Building grant to the Urban Forestry Division of the State of Connecticut Department of Energy and Environmental Protection (CT DEEP). That grant application was selected for funding in the amount of \$10,000.00.

The City and the TAC will be receiving the \$10,000 to plant a minimum of 20 trees. They will be planted through the existing Almstead Tree Planting contract. The intent is to have the \$10,000 deposited in the newly formed Norwalk Tree Account (Chapter 112-11) and then expended to pay Almstead for the tree planting work.

Per the attached grant documents prepared by Chairperson Kipp, the grant was written as a collaborative effort to help address equity and environmental justice concerns, particularly in housing complexes in South Norwalk where there is little tree canopy coverage.

After representatives from both the TAC and the Housing Authority met to discuss potential locations, we settled on the Roodner Court Children's Learning Center where trees will be installed along the perimeter of the outside children's snack and play area to screen and shield them from the roadway noise and emissions. This will also provide them with very much needed shade and privacy. Part of the grant will also be used to purchase new maintenance-free picnic tables for the children and work with the educational director to offer environmentally-based STEM programming.

I have attached a copy of the CT DEEP service agreement for your reference. Once this agreement is signed by the Mayor, we can move forward with tree selection, tree orders

and preparation for the work being done during the Spring 2023 planting season.

It is the intention of Chairperson Kipp and the TAC members to involve not just the residents of Roodner Court, but the entire Norwalk Community, Norwalk Community College students, TAC members, and City staff, in an effort to make this a true community bonding project.

Therefore, I would like to request that the following item be included on the agenda for the December 6, 2022 meeting of the Public Works Committee of the Common Council for approval.

- 1.) Authorize the Mayor, Harry W. Rilling, to execute any and all necessary documents for the State of Connecticut DEEP Urban Forestry Equity through Capacity Building grant related to the City of Norwalk's participation in the grant.

If you have any questions, please do not hesitate to contact me.

CHECK ONE:
☒ GRANT
☐ PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT 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.

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) ☒ ORIGINAL ☐ AMENDMENT	(2) IDENTIFICATION #s. P.S. 2023-012 P.O.
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CONTRACTOR	(3) CONTRACTOR NAME City of Norwalk	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? ☐ YES ☒ NO
	CONTRACTOR ADDRESS 125 East Ave, Norwalk, CT 06851	
STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP - Forestry, 79 Elm Street, Hartford, CT 06106-5127	CONTRACTOR FEIN/SSN 06-6011881

CONTRACT PERIOD	(7) DATE (FROM) Upon Execution	THROUGH (TO) December, 31 2023	(8) INDICATE ☐ MASTER AGREEMENT ☐ CONTRACT AWARD NO. _____ ☒ NEITHER	(6) Dept No. DEP43000
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(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

COMPLETE DESCRIPTION OF SERVICE	1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.
	Appendix A consists of three pages numbered A-1 through A-3 inclusive.

Page 1 of 6

Standard Terms and Conditions are contained in Pages 2 through 6 and are attached hereto and made a part hereof.

COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.
	Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of one page numbered B-1).

Total Payments Not to Exceed the Maximum Amount of \$10,000.00

(11) OBLIGATED AMOUNT \$10,000.00											
(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account	
\$10,000.00	DEP44165	12060	35402	65099	DEPA00003095040	155006					55050

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	(23) STATUTORY AUTHORITY CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended CGS Sec. 7-148(c) as amended (mun. auth.)
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE DATE
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)	DATE

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE: _____

1. Definitions:

- (a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
- (b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
- (c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
- (d) Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
- (e) Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
- (f) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount of Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
- (g) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- (h) Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (i) Confidential Information. Confidential Information shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (j) Confidential Information Breach. Confidential Information Breach shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- (k) Claim. Claim shall mean, all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

2. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

3. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

4. Termination.

- (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written

determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.

- (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.
5. Tangible Personal Property.
- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
 - (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, which controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
 - (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

6. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with

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

- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the State and the Agency all in an electronic format acceptable to the State prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the Agency. Contractor shall provide an annual electronic update of the three documents to the Agency and the State on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

7. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
8. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.
9. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
10. Protection of Confidential Information.
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-

security program shall include, but not be limited to, the following:

- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.
11. Executive Orders and Other Enactments.
- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
 - (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
 - (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.
12. Antitrust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
13. 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.
14. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
15. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
16. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
17. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

18. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
19. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
20. Set Aside. State agencies are subject to the requirements of CGS sec. 4a-60g. Unless otherwise specified by the invitation to bid, general contractors intending to subcontract any portion of work under this Contract shall subcontract 25% of the total contract value to small contractors certified by the Department of Administrative Services (DAS) and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. Selected general contractors that are certified by DAS as small contractors, minority business enterprises, or both are excused from this requirement but must comply with CGS sec. 4a-60g(e) and complete a minimum of 30% of the work by dollar value with their own workforces and ensure at least 50% of the work overall by dollar value is completed by contractors or subcontractors certified as small contractors or minority business enterprises by DAS.
21. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
22. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
23. Affirmative Action and Sexual Harassment Policies. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
24. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty-four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
25. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
26. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
27. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
28. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
29. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

APPENDIX A

SCOPE OF WORK

Purpose: To provide funding that allows the City of Norwalk, herein referred to as the “Contractor” to plant trees outside of the Samuel Roodner Court Children’s Learning Center at the Norwalk Hosing Authority Complex in the South Norwalk Neighborhood of Norwalk, CT.

Description: The Contractor agrees to conduct a project entitled: Building Equity in South Norwalk through an Urban Forestry Project.

1. Deliverables: Tasks for the Project shall include the following :

- a. The Contractor shall purchase and plant no fewer than 20 trees at the Samuel Roodner Court Children’s Learning Center at the Norwalk Hosing Authority Complex in Norwalk in the Spring of 2023. Grant funds may not be used to purchase any plant/vegetation that is on the State of Connecticut invasive plant list.
- b. The Contractor shall follow recommendations in the [CT Tree Owners Manual](#) for post-planting care and maintenance of planted trees including watering planted trees 10-20 gallons weekly and performing additional pruning and staking as needed for no less than one year post-planting.
- c. In collaboration with students at Norwalk Community College, the Contractor shall host an educational planting program for local residents and children at the learning center in the Spring of 2023.
- d. The Contractor shall advertise the educational planting program through the Contractor’s website, public calendar, and social media accounts (Facebook, Instagram, Twitter), as well as through the Norwalk Housing Authority’s email listserv, website, and newsletter.
- e. The Contractor shall submit a report to DEEP on the size, species, and location of all trees planted, the number of educational events hosted and number of participants at each event.
- f. The Contractor shall coordinate cleanup and Project closeout including, the Contractor shall restore any area disturbed by such tree installation to its previous condition or better.

2. Budget: The total cost of this grant is estimated to be at least \$27,774.00. The maximum amount payable by the Department of Energy and Environmental Protection (DEEP) shall be \$10,000. The amount payable shall in no case be greater than 50% of the total cost of the project. The value of in-kind services and/or additional funding used by the Contractor for the completion of this project shall be equivalent to at least 50% of the total cost of this grant.

3. Acknowledgement of Funding: Any publication or sign produced or distributed or any publicity conducted in association with this contract must acknowledge the support provided by the Division of Forestry within the Department of Energy and Environmental Protection through the inclusion of language similar to the following: "This publication/project/sign was made possible by a grant provided by the Connecticut Department of Energy and Environmental Protection Division of Forestry and was funded through Connecticut’s

participation in carbon dioxide allowances auctions conducted as part of the Regional Greenhouse Gas Initiative.”

4. **Publication of Materials:** The Contractor must obtain written approval from DEEP's Urban Forestry Coordinator prior to distribution or publication of any printed material prepared under the terms of this Contract.

Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

5. **ADA Publication Statement:**

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

This video with closed captioning is available at www.ct.gov/deep.

- 6. Submission of Materials:** For the purposes of this Contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Department of Energy and Environmental Protection
Division of Forestry
Urban Forestry Coordinator
79 Elm Street
Hartford, CT 06106-5127

All **invoices** must include the PO #, PSA #, Project Title, DEEP Bureau/Division name, amount dates and description of services covered by the invoice, and shall be submitted to:

DEEP – Financial Management Division
Accounts Payable
79 Elm Street
Hartford, CT 06106-5127

- 7. Permits:** No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor.
- 8. Project Summaries:** Following Execution of this Contract, the Contractor shall provide summaries of project status to the Division of Forestry, Urban Forestry Coordinator once every six months during the time in which this Contract is in effect. Such summaries shall include a brief description indicating the work completed to date and the anticipated project completion date if different from the current Contract expiration date.
- 9. Extensions/Amendments:** Extensions of the time period for the conclusion of this grant shall not be permitted.
- 10. Final Report:** Within 30 days of the expiration date of this Contract, the Contractor shall submit to DEEP's Urban Forestry Coordinator, a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met.
- 11. Final Financial Report:** Within 30 days of the expiration date of this Contract, the Contractor shall submit a Final Financial Report to DEEP's Urban Forestry Coordinator, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal. Such

documentation shall clearly indicate those expenditures that are to be reimbursed under the term of this grant, those expenditures that are to be considered as matching funds, and the nature and value of all in-kind services that are to be considered as a match to the awarded funds expended. A sample format is attached as Appendix C.

APPENDIX B
SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is ten thousand dollars (\$10,000.00).

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project, prior to expiration of this Contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum Contract amount noted above.

- a. Reimbursement of up to the maximum amount payable under this contract shall be released following completion of project to the Commissioner's satisfaction, review and approval of a Final Report and associated documentation demonstrating that all the elements of Appendix A have been met, and contingent upon receipt of a detailed invoice with any required supportive documentation, subject to review and approval by DEEP.
- b. Total cost of the project shall include any costs directly paid by the Contractor in order to meet the terms of this grant, plus the value of in-kind services and additional direct funding used by the Contractor in meeting the terms of this grant.

Should total Projects costs be less than the amount of payments made, any remaining funds must be refunded to the Connecticut Department of Energy and Environmental Protection through a check made payable to "Treasure, State of Connecticut" within 90 days of the Contract expiration date.

APPENDIX C

SAMPLE FINAL FINANCIAL REPORT

Contractor Name: _____

PSA #: _____

DESCRIPTION	Award Costs	Other (Matching) Costs (if applicable)	Total Costs
Salaries			
Fringe @ _____ %			
Travel			
Contractual (specify)			
Equipment			
Printing			
Materials & Supplies			
Other (specify)			
Totals			

Arthur DiCesare

From: Dave Stofko <Dave.Stofko@AlticeUSA.com>
Sent: Thursday, November 10, 2022 3:38 PM
To: Arthur DiCesare
Cc: Joe Solis; Jake Kaufman; Frank Gomes; Valadares, Vanessa
Subject: RE: External E-mail - East Avenue AUP (WF# 12351529)
Attachments: RE: External E-mail - RE: Request for review - 0301-0515 - Precast Polymer Concrete Handhole Shop Drawings Revised; External E-mail - East Avenue AUP - Altice Layout

Importance: High

Art,

I just spoke with Joe to review a couple of concerns with the revised drawing from 10/14/2022.

Here is the cost for the project:

As of Thursday 11/10/2022...

Labor \$87,168.34

Materials \$ 3,738.61

Total Cost \$90,906.95

Thank you

Dave Stofko
Sr. Utility Associate
Altice USA
28 Cross Street
Norwalk, CT 06851
(203) 750-5493 [Office]
(203) 939-0021 [Cell]
Dave.Stofko@AlticeUSA.com



From: Arthur DiCesare <dicesare@adicesarepc.com>
Sent: Tuesday, November 8, 2022 5:16 PM
To: Dave Stofko <Dave.Stofko@AlticeUSA.com>; Valadares, Vanessa <VValadares@norwalkct.org>
Cc: Joe Solis <solis@adicesarepc.com>; Jake Kaufman <kaufman@adicesarepc.com>; Frank Gomes <Frank.Gomes@AlticeUSA.com>
Subject: RE: External E-mail - East Avenue AUP



CITY OF NORWALK
Mateo Arias
Junior Engineer
marias@norwalkt.org
P: 203-854-7739 / F: 203-857-0143
Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works
CC: Paul L. Sotnik, P.E. – Senior Civil Engineer
FROM: Mateo Arias – Junior Engineer
RE: Project BLDG2022-1 Paving of Ben Franklin Facility Parking Lot
DATE: November 30, 2022

The Department of Public Works has prepared plans for "Project BLDG2022-1." This project consists of the pavement rehabilitation of the Ben Franklin Facility Parking Lot.

After reviewing the bid results, we recommend that this contract is awarded to the lowest bidder, Waters Construction Company INC. I have attached a copy of the bid results received from the two (2) low bidders for your reference.

I would like to request that the following items be included on the agenda for the December 6, 2022, Public Works Committee meeting.

- a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Waters Construction Company INC. for Project BLDG2022-1 Paving of Ben Franklin Facility Parking Lot for a sum not to exceed \$128,000.00
- b. Authorize the Chief of Operations and Public Works to execute orders on the Contract with Waters Construction Company INC. for Project BLDG2022-1 Paving of Ben Franklin Facility Parking Lot for a sum not to exceed \$12,800.00

Account No.

09 23 7100 5777 C0295
09 21 7100 5777 C0295
09 23 7100 5777 C0476
09 23 4021 5777 C0021

6a & 6b

Project Number : BLDG2022-1
Project Name : PAVING OF BEN FRANKLIN FACILITY PARKING LOT

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0201001A	CLEARING AND GRUBBING	1	\$1,200.00	\$1,200.00	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00
0202000	EARTH EXCAVATION	20	\$71.00	\$1,420.00	\$50.00	\$1,000.00	\$0.00	\$0.00	\$45.00	\$900.00
0202503A	REMOVAL OF CONCRETE CURBING	50	\$33.00	\$1,650.00	\$4.00	\$200.00	\$0.00	\$0.00	\$25.00	\$1,250.00
0202504A	REMOVAL OF BITUMINOUS CONCRETE CURBING	150	\$8.00	\$1,200.00	\$4.00	\$600.00	\$0.00	\$0.00	\$20.00	\$3,000.00
0209001	FORMATION OF SUBGRADE	55	\$21.00	\$1,155.00	\$4.00	\$220.00	\$0.00	\$0.00	\$15.00	\$825.00
0304002	PROCESSED AGGREGATE BASE	20	\$119.00	\$2,380.00	\$60.00	\$1,200.00	\$0.00	\$0.00	\$55.00	\$1,100.00
0406171A	HMA SUPERPAVE 0.50" (12.5) LEVEL 2	360	\$180.00	\$64,800.00	\$250.00	\$90,000.00	\$0.00	\$0.00	\$225.00	\$81,000.00
0406267A	BITUMINOUS CONCRETE MILLING (0" - 4")	3,000	\$5.50	\$16,500.00	\$6.00	\$18,000.00	\$0.00	\$0.00	\$8.00	\$24,000.00
0507042A	RESET CATCH BASIN	2	\$800.00	\$1,600.00	\$1,500.00	\$3,000.00	\$0.00	\$0.00	\$1,100.00	\$2,200.00
0811001A	CONCRETE CURBING	50	\$62.00	\$3,100.00	\$150.00	\$7,500.00	\$0.00	\$0.00	\$45.00	\$2,250.00
0815001	BITUMINOUS CONCRETE LIP CURBING	150	\$23.00	\$3,450.00	\$10.00	\$1,500.00	\$0.00	\$0.00	\$20.00	\$3,000.00
0921001A	CONCRETE SIDEWALK	100	\$35.00	\$3,500.00	\$30.00	\$3,000.00	\$0.00	\$0.00	\$15.00	\$1,500.00
0921011A	CONCRETE DRIVEWAY RAMP	150	\$35.00	\$5,250.00	\$30.00	\$4,500.00	\$0.00	\$0.00	\$25.00	\$3,750.00
0922001A	BITUMINOUS CONCRETE SIDEWALK	10	\$300.00	\$3,000.00	\$100.00	\$1,000.00	\$0.00	\$0.00	\$125.00	\$1,250.00
0944003A	FURNISHING AND PLACING TOPSOIL	20	\$100.00	\$2,000.00	\$10.00	\$200.00	\$0.00	\$0.00	\$18.00	\$360.00
0950003A	TURF ESTABLISHMENT (LAWN)	20	\$64.00	\$1,280.00	\$10.00	\$200.00	\$0.00	\$0.00	\$20.00	\$400.00
0970006A	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	1	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	\$3,500.00
0970007A	TRAFFICPERSON (UNIFORMED FLAGGER)	40	\$64.00	\$2,560.00	\$70.00	\$2,800.00	\$0.00	\$0.00	\$65.00	\$2,600.00
0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	1	\$1,500.00	\$1,500.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$7,500.00	\$7,500.00
0975004A	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3% OF BID)	1	\$3,795.00	\$3,795.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$4,500.00	\$4,500.00
1210101	4" WHITE EPOXY RESIN PAVEMENT MARKINGS	1,300	\$2.00	\$2,600.00	\$2.00	\$2,600.00	\$0.00	\$0.00	\$1.50	\$1,950.00
1210105	EPOXY RESIN PAVEMENT MARKINGS - SYMBOLS AND LEGENDS	70	\$8.00	\$560.00	\$7.00	\$490.00	\$0.00	\$0.00	\$5.00	\$350.00
			\$128,000.00		\$163,510.00		\$0.00		\$152,185.00	

Apparent Low Bidder : WATERS CONSTRUCTION
Second Bidder : B&W Paving & Landscaping, LLC
Third Bidder :



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone:



November 21, 2022

The Honorable Harry W. Rilling
Mayor
City of Norwalk
125 East Avenue
Norwalk, Connecticut 06851

Dear Mayor Rilling:

Subject: First Supplemental Project Authorization Letter
Walk Bridge Program
Advance Utility Project
State Project No. 0301-0515/515NP
Federal-Aid Project No. DNA
Master Agreement No. 11.29-02 (12)
CORE ID No. 13DOT027AA
City of Norwalk

On April 11, 2013 the State of Connecticut Department of Transportation (Department) and the City (Municipality) entered into the Master Municipal Agreement for Construction Projects (Master Agreement) noted above. This First Supplemental Project Authorization Letter (PAL) is necessary to reimburse the Department for non-participating costs related to the Municipality's request to incorporate Third Taxing Districts (TTD) municipal undergrounding work to pulling cables into the underground structures on East Ave between Fort Point St and Olmstead Place and is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The Department will administer the construction for the TTD municipal undergrounding on East Avenue. The Municipality will reimburse the Department for the cost of the construction and inspection of the TTD's municipal undergrounding work.

This Construction Project is to underground utilities on East Ave, beginning at Winfield Street and ending at Olmstead Place, for a distance of approximately 1600 feet.

The Department will be responsible for a portion of the cost of TTD municipal work in the amount not to exceed One Hundred Sixty-Two Thousand Forty-Six Dollars (\$162,046).

The Municipality shall be responsible for the remainder of the cost of the TTD municipal work in the amount of Six Hundred Eighty-Six Thousand Two Hundred Thirty-Six Dollars

7

(\$686,236). In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. If the cost for the project exceeds this amount, the Municipality will be informed and shall provide the additional cost. Enclosed is the estimate cost for TTD's construction activities.

The Municipalities additional project cost will be divided into two demand deposits.

The fourth Demand Deposit in the amount of Three Hundred Forty-Three Thousand One Hundred Eighteen Dollars (\$343,118) is due to the DOT for the Municipalities share of the projected costs. The Municipality shall receive an invoice for the Demand Deposit from the Department's revenue Accounting Unit on July 15, 2023

The fifth Demand Deposit in the amount in the amount of Three Hundred Forty-Three Thousand One Hundred Eighteen Dollars (\$343,118) is due to the DOT for the Municipalities share of the projected costs. The Municipality shall receive an invoice for the second Demand Deposit for the Demand Deposit from the Department's revenue Accounting Unit on July 1, 2024.

Please indicate your concurrence with the PAL by signing below on or before January 15, 2023 and returning a copy to the Project Engineer listed below at the letterhead address. Submission of the Written Acknowledgement of the PAL by hard copy, facsimile, or electronic transmission is acceptable. The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Construction Project.

If you have any questions, please contact the Project Engineer, Gustavo Melo, at (203) 401-5186.

Very truly yours,

James A. Fallon, P.E.
Assistant Chief Engineer
Bureau of Engineering and Construction

Enclosures

MUNICIPALITY'S ACKNOWLEDGEMENT OF PAL:

Concurred By: _____ Date: _____
The Honorable Harry W. Rilling
Mayor

cc: Vanessa Valadares, PE, Department of Public Works, City of Norwalk

PAL ATTACHMENT
STATE PROJECT NO. 0301-0515

ESTIMATED CONSTRUCTION COSTS

Municipality's Cost for TTD Municipal Undergrounding ONLY

A. Contract Items and Contingencies.....	\$848,282
B. Incidentals to Construction – Municipal Services	\$ 0
C. Incidentals to Construction – Municipal Design Services During Construction.....	\$ 0
D. Incidentals to Construction – Municipal Airport Operation Safety.	\$ 0
E. Incidentals to Construction – DOT Other Engineering Services During Construction.....	\$ 0
F. Incidentals to Construction – DOT Project Inspection Services	\$ 0
G. Total Construction Cost (A+B+C+D+E+F).....	\$848,282
H. Municipality Proportionate Share of the Total Construction Cost.....	\$686,236
I. State Proportionate Share of the Total Construction Cost	\$162,046



CITY OF NORWALK
Daniel Stanton
Senior Civil Engineer
dstanton@norwalkct.org
P: 203-854-7981 / F: 203-857-0143
Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works
FROM: Daniel Stanton, P.E. – Senior Civil Engineer *D Stanton*
RE: Project RD2022-1 Curb and Sidewalk at Various Locations
DATE: December 1, 2022

The Department of Public Works has prepared plans for "Project RD2022-1." This project consists of curb and sidewalk improvements in anticipation of paving projects.

After reviewing the bid results, we recommend that this contract is awarded to the lowest bidder, The Grasso Companies, LLC. We received four (4) bidders. I have attached a copy of the bid sheet for comparison.

I would like to request that the following items be included on the agenda for the December 6, 2022, Public Works Committee meeting.

1) Authorize the Mayor, Harry W. Rilling, to execute an Agreement with The Grasso Companies, LLC, for Project RD2022-1 Curb and Sidewalk at Various Locations, for an amount not to exceed \$431,808.00.

Account No.
09237100 5777 C0583
134010 5796 APW09

2) Authorize the Chief of Operations and Public Works, to execute orders on Contract with The Grasso Companies, LLC, for Project RD2022-1 Curb and Sidewalk at Various Locations, for an amount not to exceed \$43,180.80.

Account No.
09237100 5777 C0583
134010 5796 APW09

Attached: Project Bids



Bid Sheet

Project: RD 2022-1 CONCRETE CURBS AND SIDEWALKS AT VARIOUS LOCATIONS

BID OPENING: Thursday
December 1, 2022
2:00 PM

	Bidder	Bid Amount
1	Olmstead Contracting, LLC	\$603,564.00
2	The Grasso Companies, LLC	\$431,808.00
3	A. Vitti Excavators, LLC	\$544,365.00
3	Laydon Industries, LLC	\$626,255.00

The Grasso Companies, LLC is the apparent low responsible bidder.

Project Number : RD2022-1

Project Name : CURB AND SIDEWALK AT VARIOUS LOCATIONS

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0202000	EARTH EXCAVATION	1	\$100.00	\$100.00	\$60.00	\$60.00	\$200.00	\$200.00	\$30.00	\$30.00
0202002	ROCK EXCAVATION	1	\$275.00	\$275.00	\$200.00	\$200.00	\$500.00	\$500.00	\$200.00	\$200.00
0202451A	TEST PIT EXCAVATION	1	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$200.00	\$200.00	\$100.00	\$100.00
0202503A	REMOVAL OF CONCRETE CURBING	15	\$10.00	\$150.00	\$80.00	\$1,200.00	\$30.00	\$450.00	\$5.00	\$75.00
0202504A	REMOVAL OF BITUMINOUS CONCRETE CURBING	10	\$10.00	\$100.00	\$25.00	\$250.00	\$15.00	\$150.00	\$5.00	\$50.00
0302906	3/4" WASHED CRUSHED STONE	1	\$55.00	\$55.00	\$90.00	\$90.00	\$65.00	\$65.00	\$50.00	\$50.00
0304002	PROCESSED AGGREGATE BASE	1	\$35.00	\$35.00	\$65.00	\$65.00	\$60.00	\$60.00	\$50.00	\$50.00
0406202A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MINOR ARTERIAL) MIN BID - SEE SPECIAL NOTES	1	\$260.00	\$260.00	\$170.00	\$170.00	\$2,000.00	\$2,000.00	\$250.00	\$250.00
0406203A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (COLLECTOR) MIN BID - SEE SPECIAL NOTES	1	\$240.00	\$240.00	\$150.00	\$150.00	\$1,700.00	\$1,700.00	\$225.00	\$225.00
0406204A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL) MIN BID - SEE SPECIAL NOTES	10	\$180.00	\$1,800.00	\$100.00	\$1,000.00	\$1,000.00	\$10,000.00	\$150.00	\$1,500.00
0406999A	ASPHALT ADJUSTMENT COST	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
0506001	CONCRETE FOR RETAINING WALLS, STEPS AND COPINGS	3	\$1,000.00	\$3,000.00	\$1,500.00	\$4,500.00	\$2,000.00	\$6,000.00	\$300.00	\$900.00
0506026	RETAINING WALL	150	\$50.00	\$7,500.00	\$70.00	\$10,500.00	\$150.00	\$22,500.00	\$300.00	\$45,000.00
0507042A	RESET CATCH BASIN	15	\$1,200.00	\$18,000.00	\$1,000.00	\$15,000.00	\$1,000.00	\$15,000.00	\$800.00	\$12,000.00
0507781	RESET MANHOLE	3	\$1,200.00	\$3,600.00	\$800.00	\$2,400.00	\$1,000.00	\$3,000.00	\$900.00	\$2,700.00
0507792A	RECONSTRUCT CATCH BASIN	20	\$600.00	\$12,000.00	\$900.00	\$18,000.00	\$500.00	\$10,000.00	\$250.00	\$5,000.00
0507897A	YARD DRAIN	1	\$750.00	\$750.00	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00
0602000	DEFORMED STEEL BARS	50	\$8.00	\$400.00	\$8.00	\$400.00	\$5.00	\$250.00	\$3.00	\$150.00
0651343A	MISCELLANEOUS STORM DRAINAGE MODIFICATIONS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
0651743	6" POLYVINYL CHLORIDE, SDR 35 STORM DRAINAGE PIPE	8	\$200.00	\$1,600.00	\$70.00	\$560.00	\$75.00	\$600.00	\$50.00	\$400.00
0686801	PRECAST CONCRETE INFILTRATION GALLERY (4' X 4')	4	\$1,500.00	\$6,000.00	\$600.00	\$2,400.00	\$375.00	\$1,500.00	\$500.00	\$2,000.00
0751712	8" UNDERDRAIN	10	\$75.00	\$750.00	\$50.00	\$500.00	\$80.00	\$800.00	\$50.00	\$500.00
0811001A	CONCRETE CURBING	1,550	\$42.00	\$65,100.00	\$65.00	\$100,750.00	\$75.00	\$116,250.00	\$50.00	\$77,500.00
0811007A	CONCRETE CURBING (<45 LF PER MOB.)	44	\$100.00	\$4,400.00	\$135.00	\$5,940.00	\$100.00	\$4,400.00	\$70.00	\$3,080.00
0811008A	CONCRETE CURBING - 6" X >20"-<32"	75	\$100.00	\$7,500.00	\$110.00	\$8,250.00	\$100.00	\$7,500.00	\$55.00	\$4,125.00
0811009A	CONCRETE CURBING - 6" X 32"-42"	75	\$100.00	\$7,500.00	\$120.00	\$9,000.00	\$200.00	\$15,000.00	\$60.00	\$4,500.00

Project Number : RD2022-1
Project Name : CURB AND SIDEWALK AT VARIOUS LOCATIONS

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0813500	RESET STONE BLOCK DRIVEWAY	120	\$40.00	\$4,800.00	\$50.00	\$6,000.00	\$30.00	\$3,600.00	\$30.00	\$3,600.00
0814001	RESET STONE CURBING	200	\$25.00	\$5,000.00	\$60.00	\$12,000.00	\$100.00	\$20,000.00	\$25.00	\$5,000.00
0815001	BITUMINOUS CONCRETE LIP CURBING	100	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$25.00	\$2,500.00	\$8.00	\$800.00
0921001A	CONCRETE SIDEWALK	9,995	\$12.00	\$119,940.00	\$15.00	\$149,925.00	\$19.00	\$189,905.00	\$11.00	\$109,945.00
0921004A	CONCRETE SIDEWALK (<110 SF PER MOB.)	109	\$30.00	\$3,270.00	\$45.00	\$4,905.00	\$30.00	\$3,270.00	\$15.00	\$1,635.00
0921010A	CONCRETE DRIVEWAY RAMP (<90 SF PER MOB.)	89	\$30.00	\$2,670.00	\$55.00	\$4,895.00	\$40.00	\$3,560.00	\$16.00	\$1,424.00
0921011A	CONCRETE DRIVEWAY RAMP	1,130	\$15.00	\$16,950.00	\$18.00	\$20,340.00	\$22.00	\$24,860.00	\$12.00	\$13,560.00
0921021A	RELAY PRECAST CONCRETE PAVER SIDEWALK AND DRIVEWAY	25	\$40.00	\$1,000.00	\$50.00	\$1,250.00	\$40.00	\$1,000.00	\$40.00	\$1,000.00
0921045	REPLACE STONE SIDEWALK	25	\$40.00	\$1,000.00	\$50.00	\$1,250.00	\$100.00	\$2,500.00	\$50.00	\$1,250.00
0922001A	BITUMINOUS CONCRETE SIDEWALK	262	\$48.00	\$12,576.00	\$75.00	\$19,650.00	\$12.00	\$3,144.00	\$50.00	\$13,100.00
0924007A	HANDICAP RAMPS (ADA COMPLIANT)	384	\$40.00	\$15,360.00	\$70.00	\$26,880.00	\$50.00	\$19,200.00	\$30.00	\$11,520.00
0944003A	FURNISHING AND PLACING TOPSOIL	500	\$15.00	\$7,500.00	\$20.00	\$10,000.00	\$30.00	\$15,000.00	\$10.00	\$5,000.00
0949000	WOOD CHIP MULCH	9	\$3.00	\$27.00	\$15.00	\$135.00	\$100.00	\$900.00	\$10.00	\$90.00
0949606	ROOT BARRIER	5	\$20.00	\$100.00	\$150.00	\$750.00	\$100.00	\$500.00	\$25.00	\$125.00
0950003A	TURF ESTABLISHMENT (LAWN)	500	\$3.00	\$1,500.00	\$7.00	\$3,500.00	\$10.00	\$5,000.00	\$2.00	\$1,000.00
0975004A	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3% OF BID)	1	\$12,500.00	\$12,500.00	\$15,000.00	\$15,000.00	\$11,500.00	\$11,500.00	\$15,000.00	\$15,000.00
0975006	MOVE, RELOCATION AND SKIP (MRS)	3	\$3,000.00	\$9,000.00	\$1,000.00	\$3,000.00	\$2,000.00	\$6,000.00	\$5,000.00	\$15,000.00
0980003A	PROJECT SURVEY AND STAKEOUT	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
1000010A	MISCELLANEOUS TRANSITIONS TO MEET EXISTING PROPERTY CONDITIONS	1	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
1010001	CONCRETE HANDHOLE	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$500.00	\$500.00
1302060A	RESET GATE BOXES	30	\$100.00	\$3,000.00	\$250.00	\$7,500.00	\$50.00	\$1,500.00	\$75.00	\$2,250.00
			\$431,808.00		\$544,365.00		\$603,564.00		\$433,384.00	

Apparent Low Bidder : THE GRASSO COMPANIES
Second Bidder : A. VITTI EXCAVATORS, LLC
Third Bidder :



90 Arboretum Drive, Suite 300, Portsmouth, NH 03801
www.win-waste.com

Vanessa Valadares, P.E.
Principal Engineer
Norwalk Department of Public Works
125 East Avenue
Norwalk Ct, 06856

12/1/2022

Contract Extension-City of Norwalk
MSW & Recycling Collection
Operations-City of Norwalk Transfer Station
Transfer and Disposal of MSW
Marketing of Single Stream Recycling Materials

Please accept this letter as WIN Waste Innovations' proposal for two (2) one-year extensions to our current agreement, commencing July 1, 2023. This proposal is for the Collection of Solid Waste and Recycling, Operation of the City's Transfer Station, and the Processing of Recyclables.

The economics outlined below account for the significant increases in operating expenses incurred since the last extension granted in July 2018. These expenses include Labor +28%, Repairs & Maintenance +45%, and Operating Expenses +35%. We are also proposing a revenue sharing arrangement for commodity sales.

	MSW Collection	Recycling Collection	Transfer Station Operations	Transfer & Disposal	Commodity Processing
July 2023-June 2024	\$2,115,000	\$1,497,600	\$876,000	\$2,297,000	\$750,000*
July 2024-June 2025	\$2,220,750	\$1,572,480	\$919,800	\$2,411,850	\$750,000*

*Commodity Revenue share: the allocation of revenue associated with commodity sales would be split 80% (City of Norwalk) & 20% (WIN Waste), based on the pricing for the grade "Mixed Paper" as reported in the RISI PPI Pulp & Paper Week Yellow Sheet for New York Port, monthly.

Our proposal is non-binding and subject to approval of the Board of Directors of WIN Waste Innovations Holdings.

If you have any questions or require additional information, please don't hesitate to reach out to me.

Sincerely

Anthony J Farina

9, 10, 11

Winning names for Snowplow Route Naming Contest

Route 1 -
Pillsbury Plowboy

Route 8 -
Not Snow Fast

Route 21 -
Winter Warrior

Route 2 -
Hipplowpotomus

Route 9 -
Royal Slush

Route 22 -
Frost Bite

Route 3 -
Darth Blader

Route 10 -
Sled Zeppelin

Route 23 -
Snow Worries

Route 4 -
Blizzard of Oz

Route 11 -
Luke Snowwalker

Route 24 -
Snow Crusher

Route 5 -
Scoop Dogg

Route 12 -
Blizzard Wizzard

Route 25 -
Ice Force One

Route 6 -
Snow Big Deal

Route 13 -
Jennifer Snowpez

Route 26 -
Plowdy Duty

Route 7 -
Say it Ain't Snow

Route 20 - Everyday
laEm Shovelin

Route 18 -
Sir Plows A Lot

Route 19 -
Catch my Drift

Route 17 -
Buzz Iceclear

Route 16 -
Mr. Snowtastic

Route 15 -
Snow Problemo

Route 14 -
Plowabunga





To: Vanessa Valadares , Chief of Operations and Public Works
Chris Torre, Superintendent of Operations
Monique Cipriano, Administrative Assistant

From: Dilene Byrd, Administrative Assistant

Date: November 16, 2022

Re: MSW and Recycling Report - October 2022

MSW Collection and Disposal				
Municipal Solid Waste (MSW)	Previous FY: Oct-21	Current FY: Sep-22	Change	FY 22/23 Cumulative
Curbside tonnage	1,249.81	1,441.75	15.4%	6,298.33
MSW tonnage out	1,863.84	2,057.99	10.4%	8,082.38
Transfer station operating fee	\$72,375.00	\$73,791.67	2.0%	\$295,166.68
Transport and disposal fee	\$177,064.80	\$199,625.03	12.7%	\$783,990.86
Curbside collection fee	\$104,396.33	\$107,528.17	3.0%	\$430,112.68
Total operating costs (less curbside)	\$249,439.80	\$273,416.70	9.6%	\$1,079,157.54

MSW Consolidated Budget	
FY 22/23 Budget	\$4,793,838.00
Amount expended	\$1,509,270.21
Percent remaining	68.5%

Recycling Collection				
Recycling Collection	Previous FY: Oct-21	Current FY: Sep-22	Change	FY 22/23 Cumulative
Curbside tonnage	728.69	749.07	2.8%	2,868.02
Transfer station tonnage	30.71	36.60	19.2%	136.98
Total monthly tonnage	759.4	785.67	3.5%	3,005.00
Curbside collection fee	\$101,341.67	\$104,381.92	3.0%	\$417,527.68

Recycling Budget	
FY 22/23 Budget	\$1,287,583.00
Amount expended	\$417,527.68
Percent Remaining	67.6%

MSW and Recycling Revenues				
MSW and Recycling Revenues	Previous FY: Oct-21	Current FY: Sep-22	Change	FY 22/23 Cumulative
Transfer station tip fees	\$38,000.30	\$44,709.25	17.7%	\$185,508.95
Recycling revenue (curbside)	\$12,752.08	\$13,108.73	2.8%	\$50,190.35
Recycling revenue (T.S.)	\$537.43	\$640.50	19.2%	\$2,397.15
Total revenues	\$51,289.80	\$58,458.48	14.0%	\$238,096.45

C

Pilot Food Scrap Drop-Off Program

D

Pilot Food Scrap Drop-Off Program

[illegible]