



DEPARTMENT OF PUBLIC WORKS

**Public Works Committee
Meeting Cancellation Notice
&
Public Hearing Notice**

- The Public Works Committee Meeting scheduled for Tuesday, August 2, 2016 will be Cancelled. The next Meeting will be held on **Tuesday, September 6, 2016 in City Hall, 1st Floor, Room 101 at 7:00p.m.**
- A Public Hearing of Necessity has been scheduled for Tuesday, September 6, 2016 in City Hall, 1st Floor, Room 101 at 7:00p.m.



DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMMITTEE of the COMMON COUNCIL

DATE: Tuesday, September 6, 2016

TIME: 7:00 P.M.

PLACE: Norwalk City Hall, 1st Floor, Room 101

AGENDA

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.)

Public Hearing

Public Hearing of Necessity for the abandonment/discontinuance of a portion of Bates Court.
(7:00 P.M.)

New Business

1. Approve the Minutes of the Public Works Committee Meeting of Tuesday, June 7, 2016.
2. Authorize, the Mayor, Harry W. Rilling, to execute the third amendment to the agreement with CDM Smith, Inc. for Tasks 1-3 identified in the Supplemental Services proposal revised 8/10/2016 for the South Norwalk TOD Pilot Program for a sum not to exceed \$48,770.00.

Account No. 09-13-040-40310-0-5777-C0514

3. Authorize the Purchasing Agent to issue a purchase order to CN Wood Company for the purchase of two (2) 2016 Elgin "Pelican" Three Wheel High Dump Mechanical Street Sweepers for a sum not to exceed \$370,000.00.

Account No. 09-17-403-15777-C0313

4. Approve the Necessity for the for the abandonment/discontinuance of a portion of Bates Court beginning at the northwesterly boundary of the property located at 1 Bates Court (Tax Lot 2-53-5-0) and heading south to the southerly terminus as depicted on a map prepared by William W. Seymour & Associates, P.C. entitled "Property Survey For Abandonment Of A Portion Of Bates Court And Acquisition Of Properties From City Of Norwalk Prepared For Metropolitan Realty Associates, LLC, Norwalk, Connecticut," dated August 5, 2015, last revised August 24, 2016, at a scale of 1" = 20' on file in the Department of Public Works for a fee of \$14,400.00 and appoint Freeholders.
5. Schedule a Public Hearing to hear the Freeholder's Report and any Public comment on said Report for the abandonment/discontinuance of a portion of Bates Court beginning at the northwesterly boundary of the property located at 1 Bates Court (Tax Lot 2-53-5-0) and heading south to the southerly terminus as depicted on a map prepared by William W. Seymour & Associates, P.C. entitled "Property Survey For Abandonment Of A Portion Of Bates Court And Acquisition Of Properties From City Of Norwalk Prepared For Metropolitan Realty Associates, LLC, Norwalk, Connecticut," dated August 5, 2015, last revised August 24, 2016, at a scale of 1" = 20' on file in the Department of Public Works for a fee of \$14,400.00. The Public Hearing shall be conducted in order to hear all parties interested in commenting on the acceptance of such report, determine if the Freeholder's Report is in the best interests of the City and to take such action on said report that the committee may deem advisable. The Public Hearing is scheduled for Tuesday, October 4, 2016 at 7:00 P.M. in Room 231, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.
6. Approve the solicitation of sealed bids or requests for proposals through public advertisement for the sale of the excess City-Owned property located at 1 Bates Court (Tax Lot 2-53-5-0) as depicted on a map prepared by William W. Seymour & Associates, P.C. entitled "Property Survey For Abandonment Of A Portion Of Bates Court And Acquisition Of Properties From City Of Norwalk Prepared For Metropolitan Realty Associates, LLC, Norwalk, Connecticut," dated August 5, 2015, last revised August 24, 2016, at a scale of 1" = 20' on file in the Department of Public Works.
7. RESOLVED that the Honorable Mayor Harry W. Rilling is hereby authorized to sign the Agreement entitled "Master Municipal Agreement for Preliminary Engineering Projects" with the State of Connecticut in accordance with letter dated August 10, 2016.

Information / Discussion

- A. Monthly Solid Waste Report – June/July 2016
- B. Project Status Report
- C. Correspondence
- D. Customer Service Report – July/August 2016

Upcoming Projects

Next Meeting: Tuesday, October 4, 2016
7:00 P.M.
Room 231, Norwalk City Hall

**CITY OF NORWALK
PUBLIC WORKS COMMITTEE
JULY 5, 2016**

ATTENDANCE: John Igneri, Chair; Richard Bonenfant; Faye Bowman; Tom Livingston; Eloisa Melendez

STAFF: Bruce Chimento, Director; Lisa Burns, Principal Engineer;
Paul Sotnik, Senior Civil Engineer

Mr. Igneri called the meeting to order at 7:05 p.m.

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.)

Ms. Deborah Goldstein called attention to the fact that the resolution for the Walk Bridge Program project did not include the bridge project number. She said that there are discrepancies in the resolution.

There were no other members of the public present who wished to speak this evening.

NEW BUSINESS

**** MR. LIVINGSTON MOVED TO APPROVE THE MINUTES OF THE
PUBLIC WORKS COMMITTEE MEETING OF TUESDAY, JUNE 7,
2016 AS PRESENTED**

**** MOTION PASSED UNANIMOUSLY**

**** MR. BONENFANT MOVED TO AUTHORIZE THE MAYOR, HARRY W.
RILLING, TO EXECUTE AN AGREEMENT WITH ALMSTEAD TREE &
SHRUB CARE COMPANY LLC FOR THE SUPPLY AND PLANTING OF
TREES AND SHRUBS FOR AN AMOUNT NOT TO EXCEED \$78,000.00
PER YEAR.**

**ACCOUNT NO.: 09 17 4021 5777 C0233 –DPW \$50,000 PER YEAR
ACCOUNT NO.: 09 17 6030 5777 C0370 –REC & PARKS \$28,000 PER
YEAR**

Mr. Chimento reviewed the item and said that Almstead Tree & Shrub Care Company has been providing tree services for over 10 years and the department has been satisfied with their work. This request is for the same amount as last year.

July 5, 2016

Public Works Committee

Page 1

IL

**** MOTION PASSED UNANIMOUSLY**

**** MS. BOWMAN MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE THE FIRST AMENDMENT TO THE MARCH 18, 2016 AGREEMENT WITH FGB CONSTRUCTION COMPANY FOR PROJECT NO. PM 2016-1 PAVEMENT MANAGEMENT PROGRAM, FOR AN AMOUNT NOT TO EXCEED \$2,000,000.00.**

**ACCOUNT NO.: 09 17 4021 5777 C0021
09 17 4021 5777 C0302
09 17 4021 5777 C0318
09 17 4021 5777 C0503
09 17 4021 5777 (SOUTHWIND/MARLIN)**

Ms. Bowman asked which streets were included in the program. Mr. Chimento said that the list is on the City's website and is updated all the time.

**** MOTION PASSED UNANIMOUSLY**

**** MS. BOWMAN MOVED TO ACKNOWLEDGE THE RECEIPT OF THE APPLICATION FOR THE ABANDONMENT/DISCONTINUANCE OF A PORTION OF BATES COURT BEGINNING AT THE NORTHWESTERLY BOUNDARY OF THE PROPERTY LOCATED AT 1 BATES COURT {TAX LOT 2-53-5-0} AND HEADING SOUTH TO THE SOUTHERLY TERMINUS AS DEPICTED ON A MAP PREPARED BY WILLIAM W. SEYMOUR & ASSOCIATES, P.C. ENTITLED "PROPERTY SURVEY FOR ABANDONMENT OF A PORTION OF BATES COURT AND ACQUISITION OF PROPERTIES FROM CITY OF NORWALK PREPARED FOR METROPOLITAN REALTY ASSOCIATES, LLC, NORWALK, CONNECTICUT," DATED AUGUST 5, 2015, AT A SCALE OF 1"= 20' ON FILE IN THE DEPARTMENT OF PUBLIC WORKS FOR A FEE OF \$14,400.00.**

Attorney Liz Suchy provided an overview of the property and explained that her client wanted to redevelop the property. Mr. Chimento explained that an 8-24 review is a State Statute. Attorney Suchy explained the responsibilities of the Freeholders. Mr. Sotnik gave an overview of the general guidelines for the sale of City property. He noted that this is a buildable lot according to Zoning.

Mr. Bonenfant said that he hoped that he could take the applicant at their word and that they only want the property to keep the rest of the property safe. Attorney Suchy said that they have no intention of increasing the number of units by acquiring this property.

**** MOTION PASSED UNANIMOUSLY**

**** MR. LIVINGSTON MOVED TO SCHEDULE A PUBLIC HEARING OF NECESSITY FOR THE ABANDONMENT/DISCONTINUANCE OF A PORTION OF BATES COURT BEGINNING AT THE NORTHWESTERLY BOUNDARY OF THE PROPERTY LOCATED AT 1 BATES COURT (TAX LOT 2-53-5-0) AND HEADING SOUTH TO THE SOUTHERLY TERMINUS AS DEPICTED ON A MAP PREPARED BY WILLIAM W. SEYMOUR & ASSOCIATES, P.C. ENTITLED "PROPERTY SURVEY FOR ABANDONMENT OF A PORTION OF BATES COURT AND ACQUISITION OF PROPERTIES FROM CITY OF NORWALK PREPARED FOR METROPOLITAN REALTY ASSOCIATES, LLC, NORWALK, CONNECTICUT," DATED AUGUST 5, 2015, AT A SCALE OF 1' = 20' ON FILE IN THE DEPARTMENT OF PUBLIC WORKS FOR A FEE OF \$14,400.00. THE PUBLIC HEARING OF NECESSITY SHALL BE CONDUCTED IN ORDER TO HEAR ALL PARTIES INTERESTED IN COMMENTING ON THE NECESSITY OF THE PROPOSED ABANDONMENT AND TO TAKE SUCH ACTION ON SAID APPLICATION FOR ABANDONMENT THAT THE COMMITTEE MAY DEEM ADVISABLE. THE PUBLIC HEARING IS SCHEDULED FOR TUESDAY, SEPTEMBER 6, 2016 AT 7:00 P.M. IN ROOM 231, 2ND FLOOR IN NORWALK CITY HALL, 125 EAST AVENUE, NORWALK, CT.**

**** MOTION PASSED UNANIMOUSLY**

**** MS. MELENDEZ MOVED TO REFER THE SALE OF THE EXCESS CITY-OWNED PROPERTY LOCATED AT 1 BATES COURT (TAX LOT 2-53- 5-0) AS DEPICTED ON A MAP PREPARED BY WILLIAM W. SEYMOUR & ASSOCIATES, P.C. ENTITLED "PROPERTY SURVEY FOR ABANDONMENT OF A PORTION OF BATES COURT AND ACQUISITION OF PROPERTIES FROM CITY OF NORWALK PREPARED FOR METROPOLITAN REALTY ASSOCIATES, LLC, NORWALK, CONNECTICUT," DATED AUGUST 5, 2015 AT A SCALE OF 1" = 20' ON FILE IN THE DEPARTMENT OF PUBLIC WORKS TO METROPOLITAN REALTY ASSOCIATES, LLC FOR A FEE OF \$35,900.00 TO THE PLANNING COMMISSION FOR A CGS 8-24 REVIEW.**

**** MOTION PASSED UNANIMOUSLY**

**** MR. LIVINGSTON MOVED TO AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO W.B. MASON CO., INC. IN THE AMOUNT OF \$79,762.93 FOR DEPARTMENT OF PUBLIC WORKS WORK SPACE SYSTEMS IN ACCORDANCE WITH STATE OF CONNECTICUT CONTRACT PRICING #L 5PSX0041.**

Account No.: 09 17 071 7100 5777 C0119

Mr. Chimento explained that this reconfiguration of the office will make it more ADA compliant and efficient. Ms. Burns added that the last time the office was reconfigured was in 1988. Currently there is no place for interns to sit and they want to move the GIS staff to the office.

**** MOTION PASSED UNANIMOUSLY**

**** MS. BOWMAN MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A CONSTRUCTION EASEMENT WITH MOHAWK NORTHEAST, INC. ALLOWING TEMPORARY USE OF PROPERTY SITUATED AT THE NORTHWEST COMER OF THE BURNELL BOULEVARD BRIDGE FOR PURPOSES OF CONSTRUCTION STAGING IN CONNECTION WITH THE TUNNEL PROJECT AT WALL STREET, CONNDOT PROJECT NO. 102-333. CONSTRUCTION EASEMENT SHALL BE EXTINGUISHED WHEN CONSTRUCTION IS COMPLETED (SEE MAP INCLUDED).**

Ms. Burns explained the item. She said that currently there is nothing on this property.

**** MOTION PASSED UNANIMOUSLY**

**** MR. LIVINGSTON MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT(S) WITH H. W. LOCHNER FOR DESIGN AND COORDINATION SERVICES IN CONNECTION WITH WALK BRIDGE PROGRAM (STATE PROJECT NOS. 301-0176, 301-0188, 0301-0181, 301-0187, 102-297, 301-0180) FOR A TOTAL SUM NOT TO EXCEED \$139,646.70.**

ACCOUNT NO. 100% STATE REIMBURSABLE

Mr. Chimento explained that these are the project numbers and they have always been the right project numbers. Ms. Burns said that the City has a master utility agreement in place with the State. Any time a State project happens, the State reimburses the City. She said that all of the projects are within Norwalk and going forward a scope of projects will be developed. There are currently no plans designed for East Avenue utilities. However, they will be designed to all appropriate criteria.

Ms. Melendez left the meeting at 8:10 p.m.

**** MOTION PASSED UNANIMOUSLY**

**** MR. BONENFANT MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH TIGHE AND BOND, INC. FOR A FEE NOT TO EXCEED \$15,000, TO PROVIDE PROFESSIONAL ENGINEERING SERVICES RELATIVE TO INVESTIGATING DEFICIENCIES AND OPTIONS FOR THE PORTION OF THE NORWALK LEVEE LOCATED SOUTH OF THE PERRY AVENUE BRIDGE, ADJACENT TO THE NORWALK RIVER.**

ACCOUNT NO. 09 14 040 40270 0 5777 C0440

Ms. Burns explained that the levee was built following the floods of the 1950s. It has been maintained by Public Works and protects the “jewel” streets from flooding. In 1986 the condominiums removed the lower part of the levee, but there is no record of what happened in 1986.

Ms. Melendez returned to the meeting at 8:15 p.m.

**** MOTION PASSED UNANIMOUSLY**

Information / Discussion

Monthly Solid Waste Report – May 2016

Mr. Chimento explained that there are a lot of ongoing projects in the City. He said that he will have a year-end report ready shortly. He said that they are working on changes for bulk waste pickup. The Transfer Station is open on Saturday and Sunday for trash collection from the Beach..

Project Status Report

The monthly report is in the meeting packet

Correspondence

Mr. Chimento reviewed recent correspondence, that was included in the meeting packet.

Customer Service Report – June 2016

East Avenue Reconstruction Project Update

Ms. Burns explained that a meeting will take place on July 13th to clarify some items and discuss possible underground utilities; however, the cost will be the responsibility of the City. She said that she asked the Third Taxing District for pricing for underground utilities. Their estimate for relocation work related to the roadway lowering is \$2.3

July 5, 2016

Public Works Committee

Page 5

million. She said that they need a design review and questioned the identity of East Norwalk.

The property where three houses were removed by the railroad is becoming a blighted area. Mr. Chimento said that he would like to use that property for temporary commuter railroad parking.

Mr. Bonenfant clarified that because this is a State mandated project, they will reimburse for the necessary portion of the project, but if the City wants to go further they will have to pay. Ms. Burns said that she has asked for pricing for extending the underground utilities to improve the area aesthetics.

POKO Redevelopment Project Discussion

Wall Street RR Tunnel Project

Ms. Burns said that she has been trying to get a notice from the DOT to give to the impacted properties.

Upcoming Projects

Ms. Burns asked the Chairman to advance the following two items to the full Common Council. The bids will be opened on August 2nd.

1. DRG 2016-1 MLK Culvert Cleaning
2. DRG 2016-2 Fodor Farm Drainage Improvements

Mr. Igneri said that he does not plan to have a meeting in August.

Next Meeting: Tuesday, September 6, 2016
 7:00 P.M.
 Room 231, Norwalk City Hall

**** MS. MELENDEZ MOVED TO ADJOURN**
**** MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 8:50 p.m.

Respectfully submitted,

Rosemarie Lombardi
Telesco Secretarial Services

July 5, 2016
Public Works Committee
Page 6



To: Bruce Chimento – Director
From: Michael Yeosock – Assistant Principal Engineer
Date: 8/30/2016
RE: SoNo TOD Project

A handwritten signature in blue ink, appearing to be 'M. Yeosock', is written over the 'From' line of the header.

As a result of the LOTCIP funding obtained for the Washington Street Streetscape and South Main/Monroe Street Intersection projects, we need to amend CDM Smith's contract to amend design plans to incorporate CTDOT's comments. In addition, we need to secure CDM Smith's services for periodic inspection and shop drawing review.

They have provided the attached proposal. I am recommending that we request council authorization of Tasks 1, 2, and 3 at this time.

SOUTH NORWALK TOD PROJECT

SUPPLEMENTAL SERVICES

Amendment No.3

6/20/16

REVISED 8/10/2016

SCOPE OF WORK

Task 1 – Modify the existing plans and details for the Washington Street improvement project to reflect changes in construction materials and detailing, quantities and cost estimate to reflect eligible and ineligible costs to be reimbursed and incorporation of CTDOT comments.

Task 2 – Incorporate intersection improvement plans, details, special provisions and quantity estimates from separate construction contract into the Washington Street improvement contract.

Task 3 – Provide Construction Administration and periodic inspection services including plant selection approval as follows:

- Attend Pre-Construction Meeting
- Respond to RFI Requests
- Attend up to three (3) site construction meetings
- Attend tree and plant selection visit
- Attend plant placement site visit
- Attend semi-final and final construction inspection

Task 4 – Provide Construction Administration Services for Hamilton Street. Services to include:

- Pre-Construction Conference
- Response to Contractor Requests for Information
- Up to three (3) site visits during construction
- Semi-Final and Final Inspection

The implementation of the Hamilton Street Pedestrian Enhancement may occur at different timeframes than Washington Street.

COMPENSATION

Compensation for the above tasks will be as follows:

Task 1 – Washington Street Plan Modifications for Eligible Non-Eligible Items and CTDOT Comments	
Lump Sum	\$20,190
Task 2 – Incorporate the Monroe Street/South Main Street Improvement Plans into the Washington Street Improvement Project	
Lump Sum	\$9,180
Task 3 – Construction Administration Washington Street/Monroe Street	
Hourly Budget	\$19,400
Task 4 – Construction Administration Hamilton Street Pedestrian Street	
Hourly Budget	\$19,860



CITY OF NORWALK
Chris Torre
Superintendent of Operations
ctorre@norwalkct.org
P: 203-854-3203 / F: 203-854-3224
15 South Smith Street
Norwalk, CT 06855

To: City of Norwalk, Department of Public Works Committee

From: Chris Torre, Superintendent of Operations

CC: Bruce Chimento, Director of Public Works
Lisa Burns, Operations Manager
Kathryn Hebert, Administrative Services Manager

Date: August 30, 2016

Re: Authorize purchase of 2 Elgin "Pelican" Street Sweepers

Resolution:

Authorize the Purchasing Agent to issue a purchase order to CN Wood Company for the purchase of two (2) 2016 Elgin "Pelican" Three Wheel High Dump Mechanical Street Sweepers for a sum not exceed \$ 370, 000.00

Account # 091740315777C0313



FEDERAL SIGNAL
Environmental Solutions

Advancing security and well-being.

JUNE 1, 2016

To whom it may concern,

ELGIN SWEEPER COMPANY is represented by a worldwide distribution network offering expert service and OEM quality parts for its Elgin Sweeper line.

CN WOOD Company is the sole authorized distributor for ELGIN SWEEPER COMPANY sales, OEM parts, and service for the state of Connecticut. The personnel at CN WOOD Company have been factory trained to provide quality service work at the location listed below:

Company Name: CN Wood Company
Address: 25a Bernhard Rd
New Haven CT, 06513
Phone: 203-848-6735

ELGIN SWEEPER COMPANY utilizes precise inventory management to maintain parts stocking at acceptable levels to ensure that critical parts orders are shipped to our dealers within a reasonable time limit.

Thank you for your interest in ELGIN SWEEPER COMPANY and please feel free to contact me if you have any questions or require additional information.

ELGIN
VACTOR
GUZZLER
JETSTREAM

Regards,

Edward Beauregard
Regional Sales Manager



C.N. WOOD of CONNECTICUT, LLC

ENVIRONMENTAL MAINTENANCE EQUIPMENT

August 11, 2016

City Of Norwalk

DPW

Norwalk, CT

We are pleased to quote you on the following:

ONE – New ELGIN “Pelican” Three Wheel High Dump Mechanical Street Sweeper complete with a John Deere Tier4f 74 HP diesel engine, hydrostatic drive, 3.6 cubic yard hopper, dual gutter brooms, dual in cab controls, belt type conveyor, 220 gallon poly water tank, painted standard white, and balance complete as per standard specifications and including:

- autolube
- lower roller cleanout
- am/fm radio
- air conditioner
- four (4) roof mounted strobe lights w/ mounting rails
- strokes in rear battery cover
- LED clearance / stop / turn / tail lights
- license plate holder front and rear
- engine precleaner
- dual limb guards
- greasable carbide dirt shoes
- 2.5# fire extinguisher
- Two (2) sets Elgin service / parts / operators manuals

F.O.B.: Norwalk, CT:.....\$ 200,000.00

DELIVERY: Approx. 30-60 days ARO

Please contact us if there are any questions regarding this quote.

Sincerely,

Ron Cookish

Ron Cookish

Sales

Mailing Address:

25 Bernhard Road ● North Haven, CT 06473

Office: (203) 848 – 6735 ● Fax: (203) 848 – 6734



C.N. WOOD of CONNECTICUT, LLC

ENVIRONMENTAL MAINTENANCE EQUIPMENT

August 22, 2016

City Of Norwalk

DPW

Norwalk, CT

We are pleased to quote you on the following:

ONE – New ELGIN “Pelican” Three Wheel High Dump Mechanical Street Sweeper complete with a John Deere Tier4f 74 HP diesel engine, hydrostatic drive, 3.6 cubic yard hopper, dual gutter brooms, dual in cab controls, belt type conveyor, 220 gallon poly water tank, painted standard white, and balance complete as per standard specifications and including:

- autolube
- lower roller cleanout
- am/fm radio
- air conditioner
- four (4) roof mounted strobe lights w/ mounting rails
- strokes in rear battery cover
- LED clearance / stop / turn / tail lights
- license plate holder front and rear
- engine precleaner
- dual limb guards
- greasable carbide dirt shoes
- 2.5# fire extinguisher
- Two (2) sets Elgin service / parts / operators manuals

F.O.B.: Norwalk, CT:.....\$ 200,000.00
PRICE FOR TWO UNITS:.....\$ 400,000.00
LESS TRADE-IN (2008 PELICAN S/N-NP0966D):.....DEDUCT:.....\$ 30,000.00
NET DELIVERED COST FOR TWO UNITS LESS TRADE-IN:.....\$ 370,000.00

DELIVERY: Approx. 30-60 days ARO

Please contact us if there are any questions regarding this quote.

Sincerely,

Ron Cookish

Ron Cookish

Sales

Mailing Address:

25 Bernhard Road ● North Haven, CT 06473

Office: (203) 848 – 6735 ● Fax: (203) 848 – 6734

CITY OF NORWALK
TECHNICAL SPECIFICATIONS
FOR
THREE WHEEL BROOM STREET SWEEPER WITH BELT CONVEYOR

1.0 INTENT

COMPLY____
Yes **No**

It is the intent of this specification to provide for the purchase or lease purchase of one (1) new and unused street sweeper having a three wheel configuration, belt conveyor, 3.6 cubic yard front high dumping hopper, hydrostatic transmission, and right and left side broom with variable down pressure controlled from cab.

The following specification is based upon an ELGIN PELICAN P street sweeper. The City's Public Works Department has evaluated different types of street sweepers and has determined that this product is best suited for the City's needs in safety, quality, performance, and standardization. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all sweepers bid will be compared.

In comparing proposals, consideration will not be confined to price only. The successful bidder will be one whose product is judged to best serve the interests of the town when standardization, price, product, safety, quality and delivery are considered. The City of Norwalk reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the requirements of this specification.

2.0 EQUIVALENT PRODUCT

COMPLY____
Yes **No**

Bids will be accepted for consideration on any make or model that is equal or superior to the sweeper specified. Decisions of equivalency will be at the sole interpretation of the City of Norwalk's Department of Public Works. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal.

All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer and submitted with the bid, or the bid will be deemed "non-responsive" and rejected without further review. Bidder must be prepared to demonstrate a unit similar to the one proposed, if requested.

3.0 INTERPRETATIONS

COMPLY
Yes No

In order to be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing to the City clerk. Based upon such inquiry, the city may choose to issue an Addendum.

COMPLY
Yes No

4.0 GENERAL

The specification herein states the minimum requirements of the Town. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City of Norwalk will consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the city to make a reasonable determination of compliance to the specification.

It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification (COMPLY: YES NO) will cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.

5.0 CHASSIS

COMPLY____
Yes No

- | | | | |
|-----|--|-------|-------|
| 5.1 | Configuration shall be three wheel, rear steer. Front steer configurations shall not be acceptable. | _____ | _____ |
| 5.2 | For safety, steering strut shall have dual tires. Single tire steer wheels shall not be acceptable in case of flat tire. | _____ | _____ |
| 5.3 | To protect the target vehicle receiving the hopper discharge, sweeper shall have permanently fixed heavy duty steel bumpers with rubber padding, capable of limiting the forward movement of the sweeper before the sweeper drive wheels or chassis can impact the target vehicle. | _____ | _____ |
| 5.4 | For maximum strength, chassis shall be fully welded; formed channel and boxed tube style. Bolt together chassis shall not be acceptable due to limited structural strength. | _____ | _____ |
| 5.5 | Chassis shall have front and rear tow hooks. | _____ | _____ |
| 5.6 | Engine compartment cover shall have two raising assist cylinders. | _____ | _____ |
| 5.7 | Rear axle shall be strut; incorporates single-sided swingarm suspension type, having a minimum capacity of 7,400lbs. | _____ | _____ |
| 5.8 | Front axles shall be stub type, each having a minimum capacity of 10,000 lbs. | _____ | _____ |

Unit shall be supplied with auto-lube

6.0 CHASSIS ENGINE

COMPLY____
Yes No

- | | | | |
|-----|--|-------|-------|
| 6.1 | Diesel engine shall be 4 cylinders, turbocharged, dynamically counter balanced, 276 cu/in. (John Deere 4045T or equal). Engine must be EPA Tier 4 "final" and CARB emission compliant and be capable of operating on biodiesel up to B20 | _____ | _____ |
| 6.2 | Power rating shall be 74 hp (55KW) @ 2400 RPM. | _____ | _____ |

- | | | | |
|------|---|-------|-------|
| 6.3 | Engine shall have ECU for throttle control and management of aftertreatment system. | _____ | _____ |
| 6.4 | Engine shall be rubber mounted. | _____ | _____ |
| 6.5 | For greater heat dissipation and lower cost of maintenance, engine shall have individually replaceable wet sleeve cylinder liners. | _____ | _____ |
| 6.6 | Air cleaner shall be dual element safety dry-type. | _____ | _____ |
| 6.7 | Anti-freeze/water mixture shall be rated at -20 degrees. | _____ | _____ |
| 6.8 | Diesel fuel tank shall have a minimum capacity of 35 U.S. gallons. | _____ | _____ |
| 6.9 | For operator safety in the event of engine cutout, steering system shall have a manual override. | _____ | _____ |
| 6.10 | An engine shutdown shall be included which protects against damage when either low oil pressure or high coolant temperature conditions occur. | _____ | _____ |

Unit shall be supplied with a pre-cleaner

7.0 HYDROSTATIC TRANSMISSION

COMPLY_
Yes No

- | | | | |
|-----|--|-------|-------|
| 7.1 | Pump shall be variable displacement with separate variable displacement wheel drive motors. | _____ | _____ |
| 7.2 | Power shall be evenly distributed through planetary torque hubs. | _____ | _____ |
| 7.3 | Power shall be transferred from wheel drive motors to planetary torque hubs without side loading. | _____ | _____ |
| 7.4 | Single foot pedal shall automatically produce required torque at a set pressure. | _____ | _____ |
| 7.5 | To prevent the possibility of contamination and the resulting damage to the transmission system, transmission shall be protected by 10 micron filter with cab restriction indicator. | _____ | _____ |
| 7.6 | Single foot pedal shall control both forward and reverse directions. | _____ | _____ |
| 7.7 | Hydrostatic transmission shall be computer controlled to optimize propel system to engine power. | _____ | _____ |

8.0 TIRES AND WHEELS

COMPLY_
Yes No

- | | | | |
|-----|--|-------|-------|
| 8.1 | Front drive tires shall be tubeless radial tires, 11R22.5 (Load range H) mounted on disc wheels. | _____ | _____ |
| 8.2 | Dual rear tires shall be tubeless radial tires, 10R17.5 (Load range H) mounted on disc wheels. | _____ | _____ |
| 8.3 | Sweeper shall be equipped with rear suspension, providing smooth ride for operation, while reducing chassis fatigue. | _____ | _____ |
| 8.4 | Rear suspension shall be single-sided swingarm type – design allows for ease of tire accessibility – utilizing heavy duty twin springcoils with shock absorbers – for superior dampening of ground input during operation. | _____ | _____ |

Unit shall be supplied with a spare tire/wheel for both front and rear

9.0 BRAKES

COMPLY
Yes No

- | | | | |
|-----|--|-------|-------|
| 9.1 | Service brakes shall be full power, hydraulically applied, twin-caliper disk type. | _____ | _____ |
| 9.2 | For safety, the hydrostatic system shall be equipped with a priority relief valve to enable the sweeper to gradually coast to a stop when the accelerator pedal is released. The O has determined that systems that abruptly stop the sweeper by dynamically braking when the accelerator pedal is in the neutral position are potentially dangerous to our operators and following vehicles and will not be accepted. | _____ | _____ |
| 9.3 | For safety, loss of engine power shall not automatically engage brakes. | _____ | _____ |
| 9.4 | For safety, loss of hydraulic power shall not automatically engage brakes. | _____ | _____ |
| 9.5 | For safety, neither brake engagement nor disengagement shall be dependent upon the engine running. | _____ | _____ |
| 9.6 | For safety, neither brake engagement nor disengagement shall be dependent on any electrical circuit. | _____ | _____ |
| 9.7 | To safely provide redundancy, parking brake shall be positively and mechanically applied to drive axle. | _____ | _____ |
| 9.8 | Neither parking brake engagement nor disengagement shall be dependent on any electrical circuit. | _____ | _____ |

10.0 CAB**COMPLY**
Yes No

10.1	To maximize operator visibility, cab glass area shall be not less than 8,500 square inches.	_____	_____
10.2	For safety and maximum operator visibility, doors shall be all glass. The doors should be capable of latching completely sealed and 6" open for flow through ventilation.	_____	_____
10.3	Front windows shall be tinted. Front window area shall be a minimum of 2300 square inches for optimum forward visibility.	_____	_____
10.4	For safety, minimum cab visibility shall be approximately 360° without using mirrors.	_____	_____
10.5	For operator safety, cab doors shall be rear opening (hinged at front).	_____	_____
10.6	Cab interior environment shall be fully conditioned by filtered fresh air heater pressurizer / defroster and air conditioner (A/C) with adjustable vents.	_____	_____
10.7	Right-hand and left-hand seat shall be woven nylon cloth upholstered, foam cushioned bucket type with torsion suspension mounting and seat belts.	_____	_____
10.8	Sweeper shall include one (1) inside rear view mirror and two (2) outside west coast type mirrors.	_____	_____
10.9	To maximize operator visibility, outside mirrors shall be mounted forward of the cab enclosure.	_____	_____
10.10	For safety during night sweeping, rocker switches shall be internally illuminated so that they can be readily identified without the use of the cab dome light.	_____	_____
10.11	Windshield wiper shall be two speeds intermittent with washer.	_____	_____
10.12	Interior of cab shall be lined with acoustical insulation, have automotive type trim, and center console.	_____	_____
10.13	Dash shall be faced with soft molded plastic.	_____	_____
10.14	There shall be a soft textured steering wheel with center horn at the operator position with tilt and telescopic steering wheel for safer operation	_____	_____
10.15	Sweeper shall have an automatic electronic back-up alarm.	_____	_____
10.16	Sound levels within the cab shall not exceed OSHA standards.	_____	_____
10.17	Cab shall feature opening front opera windows to aid in flow through ventilation.	_____	_____
10.18	Doors and ignition shall be keyed alike.	_____	_____

Unit shall be supplied with an AM/FM radio

Unit shall be supplied with dual H.D. limb guards

11.0 SIDE BROOMS

COMPLY_
Yes No

- | | | | |
|------|--|-------|-------|
| 11.1 | Side broom shall be hydraulic, direct drive; vertical digger type mounted on right and left sides. | _____ | _____ |
| 11.2 | To provide flexibility for varying sweeping conditions, broom speed shall be variable, (90 RPM to 160 RPM), by operator from cab while moving independent of sweeping speed. | _____ | _____ |
| 11.3 | Broom down pressure shall be adjustable by operator from the cab while sweeping. | _____ | _____ |
| 11.4 | Each broom shall consist of four (4) replaceable plastic segments, filled with 26" long tempered wire. | _____ | _____ |
| 11.5 | Broom diameter shall be not less than 36", protruding not less than 13" beyond outside of tire while sweeping. | _____ | _____ |

12.0 MAIN BROOM

COMPLY_
Yes No

- | | | | |
|------|---|-------|-------|
| 12.1 | Broom shall be hydraulic, direct drive, not less than 35" diameter and not less than 68" long. | _____ | _____ |
| 12.2 | To provide flexibility for varying sweeping conditions, broom speed shall be variable, (80 RPM to 140 RPM), by operator from cab while moving independent of sweeping speed. | _____ | _____ |
| 12.3 | Broom shall be prefab disposable type, filled with polypropylene. | _____ | _____ |
| 12.4 | Broom shall be double wrapped at both ends. | _____ | _____ |
| 12.5 | Sweeping path shall be not less than 8 feet wide with one gutter broom activated. | _____ | _____ |
| 12.6 | To protect the broom mechanism, the main broom shall raise automatically when the sweeper is reversed. The broom will return to its sweep position and set down pressure when a forward direction is resumed. | _____ | _____ |

13.0 CONVEYOR

COMPLY_
Yes No

- | | | | |
|------|---|-------|-------|
| 13.1 | Conveyor with Chevron style cleats and sipes shall be hydraulically driven and able to load hopper to 100% of rated useable capacity. | _____ | _____ |
| 13.2 | Conveyor shall be reversible in direction without stopping or reversing any broom. | _____ | _____ |
| 13.3 | Conveyor shall be capable of effectively sweeping debris of varying sizes (from large bulky trash 6" in height to fine sand) without the need to make any adjustments to the conveyor system. | _____ | _____ |
| 13.4 | To reduce wear on all conveyance components, a conveyor belt having molded Chevron style cleats and sipes shall carry, not drag, debris to the hopper. | _____ | _____ |
| 13.5 | To protect the broom mechanism, the main broom shall raise automatically when the sweeper is reversed. The broom will return to its position and down pressure when a forward direction is resumed. | _____ | _____ |

Unit shall be supplied with a lower roller cleanout

14.0 HOPPER

COMPLY_
Yes No

- | | | | |
|------|--|-------|-------|
| 14.1 | For safety, the hopper shall be front dumping, allowing an operator to observe the dump target and surrounding area at all times from the cab, without the use of mirrors. | _____ | _____ |
| 14.2 | Hopper shall dump at varying heights ranging from ground level through a height of 9-1/2 feet. | _____ | _____ |
| 14.3 | Hopper shall have a dumping reach of 33 in. forward. | _____ | _____ |
| 14.4 | To extend wear life, tilt arm bearings shall be permanantly - lube Teflon impregnated composite. | _____ | _____ |
| 14.5 | Dump cycle shall be not more than 60 seconds. | _____ | _____ |
| 14.6 | Volumetric capacity shall be not less than 3.6 cubic yards, useable capacity not less than 3.5 cubic yards. | _____ | _____ |

15.0 WATER SYSTEM

COMPLY_
Yes No

- | | | | |
|------|---|-------|-------|
| 15.1 | Tank capacity shall be not less than 220 U.S. gallons. | _____ | _____ |
| 15.2 | Tank shall be constructed of non-rusting material (polyethylene or equal) | _____ | _____ |

STATE TANK CONSTRUCTION: _____

- | | | | |
|------|---|-------|-------|
| 15.3 | Pump shall be a 5 chamber diaphragm pump that is self priming and capable of running dry. | _____ | _____ |
| 15.4 | Water fill gauge shall be visible from normal operating position. | _____ | _____ |
| 15.5 | Sweeper shall be equipped with an automatic internal hopper/conveyor flush and wash down system. | _____ | _____ |
| 15.6 | Water fill hose shall be not less than 16'8" in length, equipped with 2-1/2" NST hydrant coupler. | _____ | _____ |
| 15.7 | Storage basket shall be provided for fill hose. | _____ | _____ |

16.0 HYDRAULIC SYSTEM

COMPLY
Yes No

- | | | | |
|-------|--|-------|-------|
| 16.1 | Power shall be provided by shaft and gear driven pumps. | _____ | _____ |
| 16.2 | Hydraulic reservoir shall be not less than 33 gallons, baffled and with sight gauge. | _____ | _____ |
| 16.3 | Test ports shall be at staggered height, including individual ports for sweeping functions, hopper functions and propulsion. | _____ | _____ |
| 16.4 | To prevent contamination of the reservoir during the dump cycle, the reservoir vent shall be equipped with 10 micron, spin on filter. | _____ | _____ |
| 16.5 | To prevent the possibility of contamination and the resulting damage to the hydraulic system, suction lines for drive to have 10 micron filter with cab mounted restriction indicator. | _____ | _____ |
| 16.6 | To prevent the possibility of contamination and the resulting damage to the hydraulic system, return lines for drive to have 10 micron filter with cab mounted restriction indicator. | _____ | _____ |
| 16.7 | To prevent contamination of the reservoir when adding hydraulic fluid, all oil added shall pass through a 10 micron filter located within the fill spout. | _____ | _____ |
| 16.8 | To maximize cooling efficiency and permit thorough cleaning, the hydraulic cooler shall be mounted along side the water radiator. | _____ | _____ |
| 16.9 | Cooler shall be protected by a 125 PSI bypass valve. | _____ | _____ |
| 16.10 | To minimize environmental damage caused by leaking hydraulic fittings, all pressure hydraulic fittings shall be flat-face "O" ring or "O" ring boss type. | _____ | _____ |
| 16.11 | All circuits shall have quick-disconnect check ports. | _____ | _____ |
| 16.12 | A warning indicator shall be supplied to warn operator if the | _____ | _____ |

hydraulic oil in the reservoir falls below the acceptable level required.

		COMPLY_	
		<u>Yes</u>	<u>No</u>
<u>17.0 ELECTRICAL</u>			
17.1	Unitized alternator/regulator shall be not less than 120 ampere.	_____	_____
17.2	Battery shall be maintenance free, 12 volt, 180 minimum reserve, 925 CCA.	_____	_____
17.3	For safety, all electrical circuits shall be protected with automatically self-resetting circuit breakers which do not require any action by the operator to reset.	_____	_____
17.4	All lighting shall be D.O.T. approved including combination stop and tail lights, sealed multiple beam headlights, high beam - low beam switch, adjustable side broom spotlights, illuminated gauges and instrument panel, internally illuminated rocker switches, self canceling directional signals, and hazard switch.	_____	_____
17.5	For ease of electrical "trouble shooting", all wiring shall be harnessed, identified by color coded and word coded wires (i.e. "Ignition", "Headlight" etc.)	_____	_____
17.6	All terminals shall be properly crimped and splices ultrasonically welded.	_____	_____
17.7	To prevent deterioration from oxidation all electrical splices shall be fully and completely insulated with heat shrinkable tubing.	_____	_____
17.8	All electrical connections shall be sealed with weatherproof, polarized connectors.	_____	_____
17.9	Electrical system shall have complete plug-in diagnostics that includes fault codes and troubleshooting.	_____	_____

Unit shall be supplied with four roof bar mounted LED strobe lights

Unit shall be supplied with dual LED strobe lights mounted in lower rear frame

		COMPLY_	
		<u>Yes</u>	<u>No</u>
<u>18.0 CONTROLS</u>			
18.1	All sweeper controls shall be mounted on a central control console with locking ignition for use from either right or left positions. This allows the operator to view all important information from either operating position.	_____	_____

- | | | | |
|------|---|-------|-------|
| 18.2 | The controls shall include all sweep, spray water, and lighting functions. | _____ | _____ |
| 18.3 | The controls for sweep, spray water (if equipped with a water system), and lighting functions shall be conventional rocker switches. | _____ | _____ |
| 18.4 | Rocker switches shall be clearly identified by name and international symbol. | _____ | _____ |
| 18.5 | Hydraulic functions shall be controlled by electric rocker switches. | _____ | _____ |
| 18.6 | Hopper dump functions shall be controlled by a single "joy" stick that meets the SAE standard. Multiple levers shall not be acceptable. | _____ | _____ |

19.0 INSTRUMENTS

COMPLY_
Yes No

- | | | | |
|------|---|-------|-------|
| 19.1 | Instrument panel shall be full vision illuminated with tachometer, hour meter, speedometer, odometer, fuel gauge, hydrostatic oil temperature gauge, water temperature gauge, oil pressure gauge, voltmeter gauge, hydraulic filter/drive filter indicator and engine air intake restriction indicator. | _____ | _____ |
| 19.2 | An automatic rear view camera with full color 5.6" LCD monitor shall be provided. Camera shall monitor display the area behind the sweeper whenever the sweeper is moving in reverse. The display shall be selectable to allow continuous rear view at all times. The display shall have an additional camera input to allow future expansion of additional cameras. The camera shall be equipped with infra red lamps to allow night vision. | _____ | _____ |

20.0 PAINT

COMPLY_
Yes No

- | | | | |
|------|---|-------|-------|
| 20.1 | All visible exterior metallic surfaces shall be coated prior to assembly with polyester powder coat. The paint must be a minimum of 2 mils thick. The uses of acrylic enamels and/or polyurethane's are not acceptable. | _____ | _____ |
| 20.2 | Color shall be the City of Norwalk's color of "White". | _____ | _____ |
| 20.3 | Vehicle shall have an accent color of Grey on the lower portions of the unit. | _____ | _____ |

21.0 MANUALS

COMPLY_
Yes No

- 21.1 A parts, service, and operation manual shall be provided.
- 21.2 An engine parts and service manual shall be provided.

22.0 WARRANTY

COMPLY_
Yes No

- 22.1 Manufacturer's warranty shall be not less than one (1) year on entire vehicle.
- 22.2 Bidders submitting literature stating warranties which do not fully comply with warranty requirements of this specification must submit a letter from the manufacturer certifying warranty compliance as an integral part of their proposal. Failure to comply may cause the proposal to be deemed "non-responsive" and rejected without further review.

23.0 SERVICE AND TRAINING

COMPLY_
Yes No

- 23.1 Vendors shall have a full parts and service facility within a reasonable distance from the City Garage. State location and distance.

-
- 23.2 A qualified technician shall provide complete training to 30 personnel at the City Garage. Training shall include safety, operation, maintenance and service. Training shall be scheduled by the City and shall include a minimum of seven full days.

24.0 DELIVERY

COMPLY_
Yes No

- 24.1 Sweeper shall be delivered F.O.B. City in new operating condition.
- 24.2 Acceptance shall be subject to the inspection and approval of the Town.
- 24.3 Bidder shall state delivery time after receipt of order:

25.0 REFERENCES

25.1 Bidder shall state the length of time in service as an authorized dealer for the product being proposed.

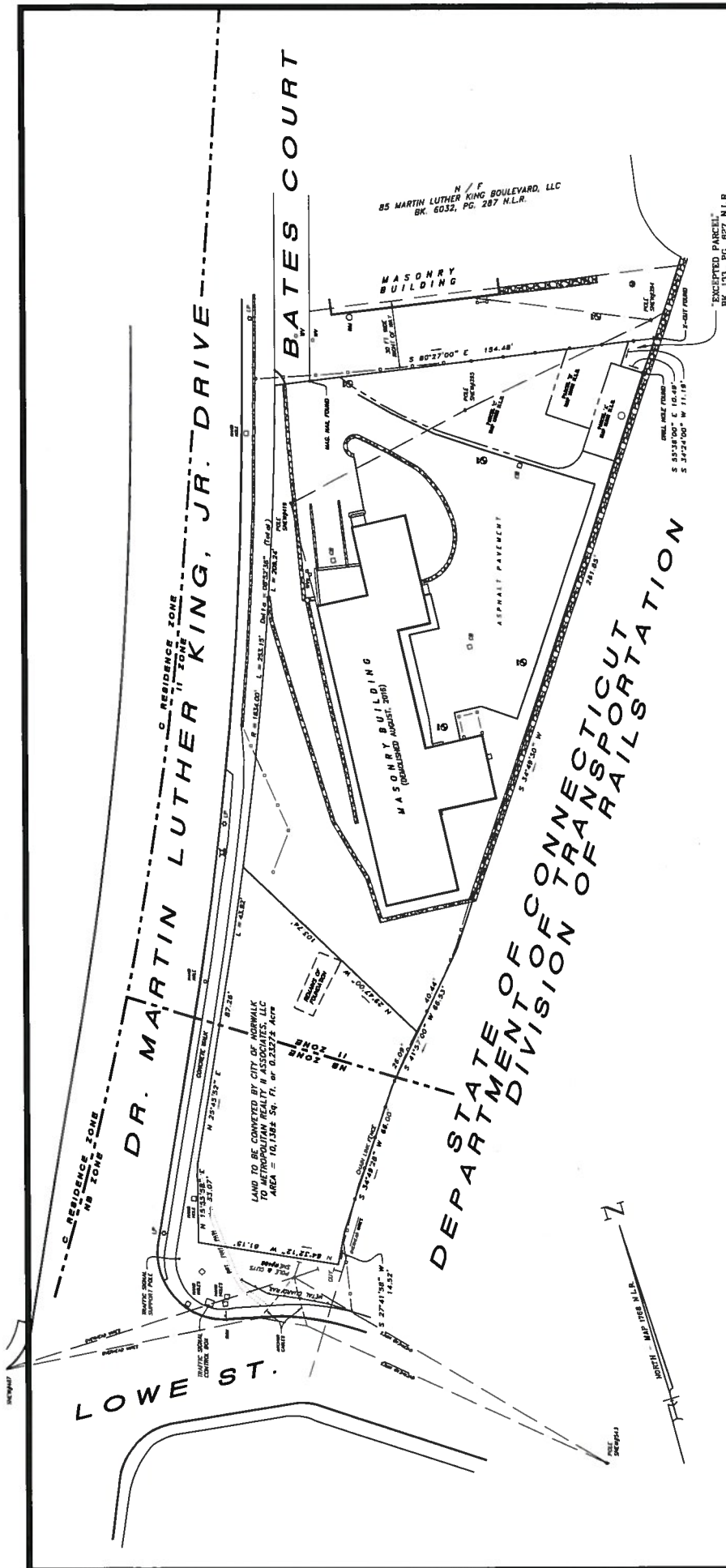
25.2 Bidder shall submit the name, address, responsible party and phone number of not less than ten (10) municipal owners of comparable models (including having an identical debris conveyance system) to that being offered, who have used such models over a ten year span. If none, state so.

26.0 QUALITY

26.1 Sweeper shall be manufactured by a company with a registered quality standard no less than ISO 9001. _____

27.0 EXCEPTIONS AND DEVIATIONS

Bidder shall fully describe every variance, exception and/or deviation. Additional sheets may be used if required.



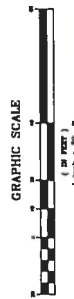
PROPERTY SURVEY
DEPICTING LAND TO BE CONVEYED TO
**METROPOLITAN REALTY
ASSOCIATES II, LLC**
BY
CITY OF NORWALK
NORWALK, CONNECTICUT
SCALE: 1" = 20 FT. AUGUST 24, 2016
WILLIAM W. SEYMOUR & ASSOCIATES, P.C.
LAND SURVEYORS ~ ZONING & LAND USE CONSULTANTS
170 NOROTON AVENUE ~ 203-655-3331 ~ DARIEN, CONN.

APPROVED FOR RELEASE PURPOSES ONLY

----- DATE -----

ACTING DIRECTOR OF PLANNING AND ZONING

THIS PLAN IS NOT A SUBORDINATE TO ANY RESOLUTION UNDER THE TERMS OF
SECTION 8-106 OF THE CONNECTICUT GENERAL STATUTES AS AMENDED.



VERTICAL DATUM: ASSUMED

[illegible]

waive the informalities in the bidding and/or reject any unqualified bids. Turner Construction Company and The Town of Wilton are equal opportunity employers. The Town of Wilton requires an affirmative action policy for all of its Contractors and Vendors as a condition of doing business with the Town, as per Federal Executive Order 11246.

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Public Works Committee of the Norwalk Common Council will hold a Public Hearing of Necessity for the abandonment/discontinuance of a portion of Bates Court beginning at the northwesterly boundary of the property located at 1 Bates Court (Tax Lot 2-53-5-0) and heading south to the southerly terminus as depicted on a map prepared by William W. Seymour & Associates, P.C. entitled "Property Survey For Abandonment Of A Portion Of Bates Court And Acquisition Of Properties From City Of Norwalk Prepared For Metropolitan Realty Associates, LLC, Norwalk, Connecticut," dated August 5, 2015, at a scale of 1" = 20' on file in the Department of Public Works for a fee of \$14,400.00. The Public Hearing of Necessity shall be conducted in order to hear all parties interested in commenting on the necessity of the proposed abandonment and to take such action on said application for abandonment that the committee may be deemed advisable. The Public Hearing is scheduled for Tuesday, September 6, 2016 at 7:00 P.M. in Room 231, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

Dated this 18th Day of August, 2016, at Norwalk Connecticut

ATTEST: Donna I. King, City Clerk

VEHICLES FOR SALE

2001 CHRYSLER Concord, 145K mileage, \$1500. Call Albert at 203-945-7417.

Toyota Avalon, '97
SINGLE OWNER, 157k mls., Grey AC, AUTO, PS, Sun Roof, \$2200 203-762-2662.

GENERAL HELP WANTED

F/T PROCEDURE SCHEDULER
Needed for busy, multi-specialty office. Must have 1 year of experience in a medical office as a receptionist/ appointment scheduler.

INDEPENDENT CONTRACTOR
delivery routes available in the towns of Norwalk, Weston, and New Canaan. Make some great extra money while not interfering with your daily schedule. Work a few hours in the early morning, 7 days a week making newspaper deliveries. You must have a reliable vehicle and a valid driver's license & insurance. If you are interested or would like more information, please call 203-270-0763

Lab Assistant / Phlebotomist
for busy multi specialty office. Lab analyzer experience a plus. Fax resume to 203-845-9168

**FIND YOUR NEXT
BEST FRIEND HERE!**



GENERAL HELP WANTED

MAINTENANCE ELECTRICIAN/MECHANIC
Perform routine maintenance and emergency repair on all pressroom & auxiliary equipment. Assist Facilities Manager in maintenance of building mechanical equipments (compressors, air dryers, HVAC, etc.) and regular building maintenance to create a safe and productive work environment as needed. Develop, maintain and implement a formal maintenance program. Analyze, develop and design needed electrical parts to enhance production equipment efficiency and life span, troubleshoot and repair complex electrical systems on all production related equipment. Determine the cause of electrical failures and make recommendations as to the continued safe operation of the equipment.

REQUIREMENTS
"High School Graduate
"Electrical certification required; HVAC Certification preferred
"5 years pressroom electrical & mechanical experience - specific equipment: Goss metro
"2-5 years general facilities maintenance experience
"Excellent project management skills: ability to multi-task, meet deadlines
"Knowledgeable in Excel & ability to manage work within budget requirements
"Excellent communication skills and the ability to work with all levels of employees.
"Must be able to work a flexible schedule, M-F, and be on call as required.
"Must have reliable transportation

OTHER
"On call pay will be a minimum pay of 2 hours when called into work. After 2 hours, pay will be for actual hours worked. An employee may elect comp time in lieu of pay provided it is taken within the same week.

Email resumes to
Jobs@hearstmediact.com

MEAT HELP

Wanted FT/PT, Exp'd pref. willing to train. Call Glen 203-845-0026 Cranbury Market Norwalk

Medical Receptionist

Needed for busy multi-specialty practice. FT/Benefits. 1 yr similar experience req. Fax resume to 203-845-9168.

RADIOLOGIC TECHNOLOGIST

Needed for P/T for Norwalk physician's office to work every other Sun. from 11a-3p and approx. 4 hours Wed. or Fri. Must be able to work independently. Flexibility to cover other shifts as needed a plus. Current CT License is required. Fax Resume to 203-845-9168.

HOUSES FOR SALE



3 BR, 2 BA Single Family Home, beautifully remodeled, 1378 sq. ft, 9 Morton St., Norwalk, looking to sell immediately, \$379,000 203-331-7089.

HOUSES FOR SALE WILTON

WILTON CANNONDALE HOUSE-Near station. 2 acres. Open plan Lvg RM/ DR. 5 BDRMS/ 3 Bths. In-Law Apt. Screened Porch. 3 car garage w/ loft. Need TLC. Borders Land Trust space. \$750,000 Additional Land available. (203)228-8967

ROOMS FOR RENT

W.NWLK.1 BR \$1300, efficiency, work/storage, \$1250 Eff./ View \$1000, RMS \$550, PLS. PHN. 203-866-7840

APARTMENTS FOR RENT

1 BR APT Bright & sunny, convenient location, extra storage. No smoking/pets. Refs & security. \$1150/mo+ utilities. 203-838-7306.

NORWALK- BEAUTIFUL 1 BD apt. all utilities incld, \$1300, good area, private, 750 sq. ft. 203-226-0534

RENTAL INFORMATION

BOAT OR CAR PARKING
SPACE on level lot at private home. \$85/mo (203) 847-4171.

12. (84.) F
Tonin
taxes,
Parce
1599 F
lieu of
13. (87.) F
Tregli
taxes,
Parce
5302 F
lieu of
14. (89.) I
of Wil
charg
179-0,
Succe
Build
owne
15. (90.) I
of Wil
charg
103-0,
Winni
was c
Reco
which
that o
16. (91.)
of Wil
descr
the No
bidde

The City also offers Norwalk, CT, identified 28 quantity property Greyrock at Oyster property described suffix MSA 1, 2, 3, 4, 39, and each more fi Also, 24 quantity pr East Greyrock LLC described as 10 Plat 1, 2, 3, 6, 7, 8, 9, 10, 1 described in the Nor The City sold a total sold on July 18, 2016 units) to: Dennis Br 1 St John Street, No units) to: Marine Ur on the above slips e adjourned until Wed On July 27, 2016, th and 32 (total of five and 24 to: Milan Pri 100 Warren Street # Avenue, Yonkers, I 06878. MSA 22 to Ca Old Church Lane, P The redemption per January 27, 2017. T January 18, 2017. The remaining 11 m were advised of the City made no repre the City of Norwalk. Dated at Norwalk, (Lisa Biagiarelli, CC

The Hour

CLASSIFIED

MARKETPLACE

203-354-1100

classified@thehour.com

Hours: 8:30 a.m.-5:00 p.m., M-F • Major Credit Cards Accepted

PUBLIC NOTICES

INVITATION TO BID

The Town of Wilton and Turner Construction Company invite all interested bidders to submit sealed lump sum bids for the **Miller Driscoll School Extension and Alterations Project** located in Wilton, CT for the following Bid packages.

BP#	Description	DAS	required
24	Final Cleaning		n/a

NOTE: Bid packages that the Construction Manager estimates are greater than \$500,000 are marked with an asterisk (*). For these packages, prospective bidders must be pre-qualified by State of Connecticut Department of Administrative Services (DAS) for the classification of work indicated.

The contractor shall hold a current "DAS" Contractor Prequalification Certificate (not a predetermination letter) from the Department of Administrative Services of the State of Connecticut according to Connecticut General Statutes Section 4a-100, 4b-101 and 4b-91. Bidders shall submit with their bids, unless noted otherwise, a current "DAS" Contractor Prequalification Certificate along with a current "Update (bid) Statement". Failure to submit those items with the bid will result in disqualification of the bidder. If you have any questions regarding these requirements contact the State of CT, DAS, at telephone number 860-713-5280 or visit their web site at www.das.state.ct.us.

Sealed Bids: will be received at the Office of the First Selectman, Town Hall, 238 Danbury Road, Wilton, Connecticut 06897, for the **Extensions and Alterations to Miller Driscoll Elementary School** located in Wilton, CT until 2:00 p.m. on Wednesday July 20, 2016 at which time and place said bids will be opened publicly and read aloud. Bids may be hand delivered to the above address or directed by U.S. Mail to said office at First Selectman, Town Hall, 238 Danbury Road, Wilton Connecticut 06897

Pre-Bid Conference: There will be a **MANDATORY** prebid conference at the jobsite **Wednesday July 13, 2016 at 2:30 pm at the Miller Driscoll Elementary School** located at 217 Wolfpit Rd, Wilton, CT 06897.

PUBLIC NOTICES

Invitation to Bid - Environmental Abatement Services

The Open Door Shelter will accept sealed bids for lead paint and asbestos abatement services for property located at 2 Merritt Place in Norwalk, CT 06854. Bid packages may be picked up in person from Frank Concepcion at The Open Door Shelter at 4 Merritt Street in Norwalk or at the offices of the PAC Group LLC at 126 South Main Street, Torrington, CT 06790. Bid packages will not be mailed to contractors. A bid bond of 10% must accompany the bid. The project will be subject to Federal Davis Bacon Wage Rate requirements. Preference may be given to certified Section 3 contractors whose bid is within 10% of the lowest bid. A pre-bid conference walk-thru will be held at the property at 10:00 a.m. Tuesday, August 30, 2016. Bids will be due at the Open Door Shelter no later than 12:00 noon on Tuesday, September 13, 2016. All questions should be forwarded to the project's Construction Manager, PAC Group LLC at 860-486-9363.

Notice of Application

This is to give notice that I, ANSHU VIDYARTHII 18 ARCADIA RD OLD GREENWICH, CT 06870-1721

Legal Notice - City of Norwalk, Connecticut

NOTICE SUBSEQUENT TO SALE OF REAL ESTATE FOR TAXES

MONDAY, JULY 18, 2016 & WEDNESDAY, JULY 27, 2016

Conn. Gen. Stat. 12-157 (1949 rev., s.1838); PA 82-141 (3-4); PA 84-146 (9); PA 95-228 (3, 15); PA 96-180 (21, 166); PA 97-139 (f); PA 99-283 (4, 10); PA 02-103 (37); PA 13-276 (30); PA 14-139 (3); PA 15-156 (5). Tax Collector of the City of Norwalk, Connecticut: Having made lawful demand for the payment of taxes and other charges due me as the Tax Collector of the City of Norwalk, and payment having been neglected and refused, I **SOLD AT PUBLIC AUCTION** the following described properties, separately, to satisfy taxes, interest and all charges accrued thereon. SAID SALE took place in the Norwalk Concert Hall, 125 East Avenue, Norwalk, Connecticut, on Monday, July 21, 2014 beginning on or about 5 pm. The sale was adjourned and rescheduled to Wednesday July 27, 2016 at 3 pm on 25 marina slip units. Details of both sales are published here. The Tax Collector's Office collected \$4.2 million from November 2015 to July 2016 on properties included in the sale.

THE REDEMPTION PERIOD FOR THE FOLLOWING PROPERTIES WILL EXPIRE ON WEDNESDAY, JANUARY 18, 2017, with the exception of the 14 marina slip units that were sold on July 27, 2016. For those 14 marina slip units only, the redemption period expires on FRIDAY, JANUARY 27, 2017.

IF REDEMPTION DOES NOT TAKE PLACE BY THE DATES SPECIFIED ABOVE, AND IN THE MANNER PROVIDED BY LAW, THE DELINQUENT TAXPAYER, AND ALL MORTGAGEES, LIENHOLDERS AND OTHER RECORD ENCUMBRANCERS WHO HAVE RECEIVED ACTUAL OR CONSTRUCTIVE NOTICE OF SUCH SALE AS PROVIDED BY LAW, SHALL HAVE THEIR ENCUMBRANCE TITLES, MORTGAGES, LIENS RESTRICTED ON ALIENATION, AND OTHER ENCUMBRANCES IN SUCH PROPERTY EXTINGUISHED. DEEDS WILL BE FILED ON JANUARY 19, 2017, and on JANUARY 27, 2017. Additional information may be found in section 12-157 of the Connecticut General Statutes. Tax sale results were finalized once bids were perfected and the City received final payment of the purchase price. Note that the City of Norwalk does NOT keep the overbid, regardless of what happens with the property. Properties were offered and sold as follows:

1. (2.) Property assessed from 10/01/2012 through 10/01/2015, presently in the name of Alston, Phyllis J., to satisfy taxes, interest and other charges of \$24,585. Property described as 30 June Avenue, Parcel ID # 5-56-166-0, and more fully described in the Norwalk Land Records, Vol. 7884 Page 192. Purchase price: \$160,000. Successful bidder: A1Z7 LLC, 494 Bridgeport Avenue, Suite 101-308, Shelton, CT 06484.
2. (6.) Property assessed from 10/01/2007 through 10/01/2015, presently in the name of Avdiu, Hasim, to satisfy taxes, interest and other charges of \$99,461. Property described as 10 1/2 Ridge Farms Road (land only), Parcel ID # 5-64-411-0, and more fully described in the Norwalk Land Records, Vol. 6391 Page 317. There were no bids. The City of Norwalk will acquire the property in lieu of taxes.
3. (14.) Property assessed from 10/01/2013 through 10/01/2015, presently in the name of Bolanos, Victor, to satisfy taxes, interest and other charges of \$11,519. Property described as 27 North Taylor Avenue #4, Parcel ID # 5-64-123-4, and more fully described in the Norwalk Land Records, Vol. 7889 Page 144. Purchase price: \$25,000. Successful bidder: Claire E Garbera, 27 Marlborough Road, Norwalk, CT 06851. Property was subsequently redeemed.
4. (19.) Property assessed from 10/01/2010 through 10/01/2015, presently in the name of (formerly) Cameron, Carmen Est; now Chambers, Elizabeth et alia, to satisfy taxes, interest and other charges of \$40,811. Property described as 6 Center Avenue, Parcel ID # 1-88-15-0, and more fully described in the Norwalk Land Records, Vol. 7073 Page 270. Purchase price: \$170,000. Successful bidder: Maria M Ramos, 56 Wolfpit Avenue Unit 3A Norwalk, CT 06851.
5. (21.) Property assessed from 10/01/2012 through 10/01/2015, presently in the name of Carter, Karen L., to satisfy taxes, interest and other charges of \$16,082. Property described as 9 Hamilton Avenue #2, Parcel ID # 2-48-52-2, and more fully described in the Norwalk Land Records, Vol. 4048 Page 218. Purchase price: \$80,000. Successful bidder: Alfred H Wechselsberger, 77 Glenbrook Road #102, Stamford, CT 06902.
6. (27.) Property assessed from 10/01/2011 through 10/01/2015, presently in the name of Conneally, Luke, to satisfy taxes, interest and other charges of \$25,161. Property described as 22 Southwind Drive (land only), Parcel ID # 5-58-380-0, and more fully described in the Norwalk Land Records, Vol. 7264 Page 124. Purchase price: \$50,000. Successful bidder: Jason M Ferrandino, 18 Highview Drive, Ridgefield,

in the report of a week ago. Big porgies are everywhere and hitting a wide range of sizes including clams, squid and spearing. Pike fishing has slowed a bit but lots of reports and the occasional keeper fluke continue to make prospects for the big fish interesting. Black sea bass continue to make their presence known. They're mostly down deep now, but continue to respond in good numbers. We're hoping at these cooler nights will see a pickup in activity for all species.

Harbor blues are also showing up everywhere in good numbers with hard plastic baits accounting for most catches. Swimmers, poppers and metal all work well. Striped bass fishing is pretty much a light-time and dawn proposition with a few keepers being caught on chunks around the Islands.

Add in some weakfish catches and a scattering of northern kingfish and it adds to some good end-of-summer fishing. Capt. Sal Tardella tells us that, with July temperatures climbing into the 90s for the last two weeks, local weather forecasts have included chances of thunderstorms on a regular basis, so he's had to change his fish strategy to deal with the possibility of lightning and heavy rains throughout several of last week's trips. He went out on Saturday with Richard and his son, Jack — along with his father and nephew, Joe, and Shane Cardillo Danbury residents. High winds kept Bonnie rocking and rolling, and Tardella was keeping track of an angry sky that had to stay close to shore for most of the trip. His passengers, however, managed to bring in 20 porgies, with six keepers among them, as well as two bluefish and a small fluke and sea bass. Sunday's trip was with Dr. Scott Berger of Kisco, N.Y., and his son Jordan — along with Jordan's cousins visiting from Maryland — Justin and Sofia Berger. It was a rather day with threatening weather, and the skipper had to curtail the trip a bit as Justin was getting sea sick when they moved through deeper waters. Everyone shared in the fun of bringing porgies, fluke, blues and sea robins. On Tuesday, Tardella left the dock at 8 a.m. with Newtown residents, Valerie Frate and her daughter, Shane, 12. My Bonnie is a beeline for the middle of the Sound, where the ladies jigged up some bluefish, and when the tide slowed down Tardella moved to another area and fished for porgies and sea bass and caught one of each.

nity employers. The Town of Wilton requires an affirmative action policy for all of its Contractors and Vendors as a condition of doing business with the Town, as per Federal Executive Order 11246.

OFFICE OF LONG ISLAND SOUND PROGRAMS

Notice of Coastal Consistency Review State of Connecticut

Public Sale of Greens Ledge Light, Norwalk

The Department of Energy and Environmental Protection has received a request submitted by the Property Disposal Division of the General Services Administration ("the applicant") pursuant to Section 307(c)(1) of the Coastal Zone Management Act to review the proposed conveyance of excess federal property known as the Greens Ledge Light for consistency with the enforceable policies of Connecticut's federally approved Coastal Management Program as contained in Sections 22a-90 through 22a-112 of the Connecticut General Statutes.

The applicant is proposing to transfer the Greens Ledge Light from the United States to the winner of an online auction pursuant to the provisions of the National Historic Lighthouse Preservation Act of 2000 ("NHLPA"), codified at 16 USC 470w-8. The NHLPA makes historic lighthouse properties that are excess to the needs of the U.S. Coast Guard ("USCG") available for sale to private parties, subject to continued operation of the Federal Aid to Navigation and to historic protection covenants.

Interested persons may obtain copies of the proposed measures from Ms. Meta Cushing, General Services Administration, Office of Utilization and Disposal, Thomas P. O'Neill Federal Building, 10 Causeway Street Room 1010, Boston MA 02222. A summary of the applicant's proposal is also available for inspection at the Office of Long Island Sound Programs, Department of Energy and Environmental Protection, 79 Elm Street, Hartford, from 8:30 a.m. - 4:30 p.m., Monday through Friday.

All interested parties are invited to express their views on this action. Written comments must be submitted to the Department no later than September 9, 2016. Comments or questions regarding this notice should be directed to David Blatt by mail at Connecticut Department of Energy and Environmental Protection, Office of Long Island Sound Programs, 79 Elm Street, Hartford, CT 06106-5127, by phone at 860-424-3610 or by email at David.Blatt@ct.gov.

The Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to the requirements of the Americans with Disabilities Act. To request an accommodation, call 860-424-3194, or deep.hrmed@ct.gov.

August 24, 2016

Approved by: Brian P. Thompson, Director

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Public Works Committee of the Norwalk Common Council will hold a Public Hearing of Necessity for the abandonment/discontinuance of a portion of Bates Court beginning at the northwesterly boundary of the property located at 1 Bates Court (Tax Lot 2-53-5-0) and heading south to the southerly terminus as depicted on a map prepared by William W. Seymour & Associates, P.C. entitled "Property Survey For Abandonment Of A Portion Of Bates Court And Acquisition Of Properties From City Of Norwalk Prepared For Metropolitan Realty Associates, LLC, Norwalk, Connecticut," dated August 5, 2015, at a scale of 1" = 20' on file in the Department of Public Works for a fee of \$14,400.00. The Public Hearing of Necessity shall be conducted in order to hear all parties interested in commenting on the necessity of the proposed abandonment and to take such action on said application for abandonment that the committee may be deemed advisable. The Public Hearing is scheduled for Tuesday, September 6, 2016 at 7:00 P.M. in Room 231, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

Dated this 18th Day of August, 2016, at Norwalk Connecticut

ATTEST: Donna I. King, City Clerk

**Finding a new job shouldn't be
so much work. More Jobs
Every Sunday. SouthernCTJobs
A product of Connecticut Media Group**

VEHICLES FOR SALE

2001 CHRYSLER Concord, 145K mileage, \$1500. Call Albert at 203-945-7417.

Toyota Avalon, '97
SINGLE OWNER, 157k mls., Grey AC, AUTO, PS, Sun Roof, \$2200 203-762-2662.

GENERAL HELP WANTED

F/T PROCEDURE SCHEDULER

Needed for busy, multi-specialty office. Must have 1 year of experience in a medical office as a receptionist/ appointment scheduler. Fax resume: 203-845-9168

Lab Assistant / Phlebotomist

for busy multi specialty office. Lab analyzer experience a plus. Fax resume to 203-845-9168

MAINTENANCE ELECTRICIAN/MECHANIC

Perform routine maintenance and emergency repair on all press-room & auxiliary equipment. Assist Facilities Manager in maintenance of building mechanical equipments (compressors, air dryers, HVAC, etc.) and regular building maintenance to create a safe and productive work environment as needed. Develop, maintain and implement a formal maintenance program. Analyze, develop and design needed electrical parts to enhance production equipment efficiency and life span, troubleshoot and repair complex electrical systems on all production related equipment. Determine the cause of electrical failures and make recommendations as to the continued safe operation of the equipment.

REQUIREMENTS

"High School Graduate
"Electrical certification required; HVAC Certification preferred
"5 years pressroom electrical & mechanical experience - specific equipment: Goss metro
"2-5 years general facilities maintenance experience
"Excellent project management skills: ability to multi-task, meet deadlines
"Knowledgeable in Excel & ability to manage work within budget requirements
"Excellent communication skills and the ability to work with all levels of employees.
"Must be able to work a flexible schedule, M-F, and be on call as required.
"Must have reliable transportation

OTHER

"On call pay will be a minimum pay of 2 hours when called into work. After 2 hours, pay will be for actual hours worked. An employee may elect comp time in lieu of pay provided it is taken within the same week.

Email resumes to
Jobs@hearstmediact.com



APARTMENTS FOR RENT
1 BR APT. Bright & sunny, convenient location. Call 203-945-7417

HOUSES FOR SALE

GENERAL HELP WANTED
INDEPENDENT CONTRACTOR

The Hour

CLASSIFIED

MARKETPLACE

203-354-1100

classified@thehour.com

Hours: 8:30 a.m.-5:00 p.m., M-F • Major Credit Cards Accepted

PUBLIC NOTICES

INVITATION TO BID

The Town of Wilton and Turner Construction Company invite all interested bidders to submit sealed lump sum bids for the Miller Driscoll School Extension and Alterations Project located in Wilton, CT for the following Bid packages.

BP#	Description DAS	required
24	Final Cleaning	n/a

NOTE: Bid packages that the Construction Manager estimates are greater \$500,000 are marked with an asterisk (*). For these packages, prospective bidders must be pre-qualified by State of Connecticut Department of Administrative Services (DAS) for the classification of work indicated.

The contractor shall hold a current "DAS" Contractor Prequalification Certificate" (not a predetermination letter) from the Department of Administrative Services of the State of Connecticut according to Connecticut General Statutes Section 4a-100, 4b-101 and 4b-91. Bidders shall submit with their bids, unless noted otherwise, a current "DAS Contractor Prequalification Certificate" along with a current "Update (bid) Statement". Failure to submit those items with the bid will result in disqualification of the bidder. If you have any questions regarding these requirements contact the State of CT, DAS, at telephone number 860-713-5280 or visit their web site at www.das.state.ct.us.

Sealed Bids: will be received at the Office of the First Selectman, Town Hall, 238 Danbury Road, Wilton Connecticut 06897, for the Extensions and Alterations to Miller Driscoll Elementary School located in Wilton, CT until 2:00 p.m. on Wednesday July 20, 2016 at which time and place said bids will be opened publicly and read aloud. Bids may be hand delivered to the above address or directed by U.S. Mail to said office at First Selectman, Town Hall, 238 Danbury Road, Wilton Connecticut 06897

Pre-Bid Conference: There will be a **MANDATORY** prebid conference at the jobsite **Wednesday July 13, 2016 at 2:30 pm at the Miller Driscoll Elementary School located at 217 Wolfpit Rd, Wilton, CT 06897.**

Bid Documents: Documents will be available beginning June 29, 2016. Drawings can be purchased at a cost to you from Burke Reprographics. You may call your order to Burke Reprographics at (203) 592-5714, or email Mr. Brian Burke at Brian@Burkereprographics.com.

To view or download Bid Documents thru the Turner Construction **Building Connected FTP site**, at no cost to you, please email request to the attention of Mary Ann Bida (mbida@tcco.com). **NOTE:** Access may take 24 hours from receipt of your request.

Request for Information All questions must be emailed on the Bidders Inquiry Form to Ms. Jennifer Sylvia at jsylvia@tcco.com (email) using the BQ (Bidders Question) form included within the bid documents. Questions received verbally will not be answered. **No questions will be accepted after Friday July 15 at 4:00 PM.**

PUBLIC NOTICES

PERMIT NOTIFICATION

APPLICANT: Nhung Thikim Tranly
23 County Street
Norwalk, CT 06851

PROPERTY: 23 County Street,
Norwalk, CT
District 5, Block 6, Lot 152

ACTIVITY: Construction of a one story addition to single family residence adjacent to a wetland and watercourse.

DECISION: Permit #D16-439
APPROVED with conditions

The full record of this action is available for public review at the Conservation Office, Room 215, City Hall, 125 East Avenue, Norwalk, CT.

PROBATE NOTICES

NOTICE TO CREDITORS

ESTATE OF Ida A. Vallerie, AKA Ida Flore Vallerie Deceased

The Hon. Anthony J. DePanfilis, Judge of the Court of Probate, District of Norwalk - Wilton Probate Court, by decree dated August 19, 2016, ordered that all claims must be presented to the fiduciary at the address below. Failure to promptly present any such claim may result in the loss of rights to recover on such claim.

Diane Ely, Chief Clerk

The fiduciary is:

Rose L. Bernheim, 20 Greenhill Road, Norwalk, CT 06850

NOTICE TO CREDITORS

ESTATE OF Randi Bowman

The Hon. Anthony J. DePanfilis, Judge of the Court of Probate, District of Norwalk - Wilton Probate Court, by decree dated August 19, 2016, ordered that all claims must be presented to the fiduciary at the address below. Failure to promptly present any such claim may result in the loss of

ues are fun

ington. My advice is to give trout fishing a rest for a week or two until waters can cool and maybe some needed rain can change things for the better.

In the meantime, fresh-water fishing for other species is doing quite well.

Deep inland report

LARGEMOUTH BASS fishing is generally reported as fair to good (with a few tough spots). Night fishing is productive. Try black jitterbugs and surface poppers.

SMALLMOUTH BASS catches were reported from Candlewood Lake, Housatonic River (Upper), Naugatuck River, Lake McDonough, Lake Zoar and Lake Lillinonah. Housatonic River smallmouth fishing has been good.

CARP were caught in Lake Zoar, Hanover Pond, Batterson Park Pond, and Aspinook Pond, and the Lower Housatonic River (New Milford).

KOKANEE SALMON catches were reported from East Twin Lake (early morning) and West Hill Pond (early night fishing with corn, south end). Target 30-35 feet with down riggers on beads.

Decent **NORTHERN PIKE** came from Mansfield Hollow Reservoir, Quaddick Reservoir, and CT River.

Good fishing is ongoing in our **CAT-FISH** Management Lakes including; Kee-ney Park Pond (Hartford), Black Pond (Middlefield), Spaulding Pond (Norwich) and Silver Lake (Meriden).

PANFISH has been excellent this season so far. For some great summer time fun try shore fishing in shallow areas. This simple and inexpensive method is the best way to get into them, small grubs, worms or shiners and bobber will put fish in your creel. Both small local ponds and larger waters work great. Areas reporting action include Wood Creek Pond, Tyler Lake, Lake Hayward, Morey Pond, Peck Pond, Crescent Lake (Southington), West Side Pond, Freshwater Pond, Dog Pond and Zeiner Pond.

TROUT, LAKES AND PONDS Some lakes are still producing fair to good fishing, with reports from Lake McDonough (orange/silver Flash Kings at 7 colors, near outlet), East Twin Lake (Thinfin Copper; Mooselook Wobbler blue/silver at 30 feet), Beach Pond (Kobra 114, 18 or 5, rigger at 23 feet), Long Pond (streamers), West Hill Pond (south end), Crystal Lake (Ellington, at 7-8 colors, 40 feet of water) and High-



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Bruce M. Chimento, P.E.
Director of Public Works

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

CC: Lisa Burns, P.E.
Principal Engineer

REF: Mail List – Public Hearing of Necessity - Abandonment of a Portion of Bates Court

DATE: August 17, 2016

I have listed below, all of the people who were mailed by Certified Mail, invitation letters for the Public Hearing of Necessity concerning the abandonment of a portion of Bates Court.

Mr. Charles Schemera
85 Martin Luther King Boulevard LLC
130 Lenox Avenue #23
Stamford, CT 06906
(For 85 Dr. Martin Luther King Jr. Drive)

Mr. Michael F. Discala
Metropolitan Realty Associates, LLC
10 Wall Street
Norwalk, CT 06850
(For 1 Bates Court)

City of Norwalk Parking Authority
11 North Water Street
Norwalk, CT 06854
(For 30 Monroe Street)

Second Taxing District
(South Norwalk Electric and Water)
164 Water Street
Norwalk, CT 06854
(For 2 State Street)

Mr. Ron Bottacari
Metro-North Railroad
347 Madison Avenue
New York, NY 10022
(For Railroad)

Mr. David Willard
Metro-North Railroad
525 Water Street
Bridgeport, CT 06601
(For Railroad)

Mr. Seth Cummins, Esq.
Metro-North Railroad
347 Madison Avenue
New York, NY 10022
(For Railroad)

Ms. Julie Thomas
State of Connecticut
Department of Transportation
Office of Rails
Union Station – 4th Floor West
50 Union Avenue
New Haven, CT 06519
(For Railroad)

Ms. Donna I. King
City Clerk
City of Norwalk
125 East Avenue
P.O. Box 5125
Norwalk, CT 06851-5125

Penn Central
Metro-North Railroad – Suburban Station
4 Penn Central Plaza – Floor 1200
Philadelphia, PA 19103
(For Railroad)

Mr. Robert Ike
State of Connecticut
Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 01606
(For Railroad)

**Norwalk Planning Commission
125 East Avenue
Norwalk, Connecticut**

MEMORANDUM

August 30, 2016

TO: Common Council

FROM: Frank Strauch, RLA, Site Planner

SUBJECT: 8-24 Review – Land Use & Building Management and Public Works Committees of the Common Council – Street Abandonment under section 95-35 of the City Code of a portion of Bates Court

At their August 16, 2016 meeting, the Planning Commission voted to on the following resolution:

RESOLVED by the Norwalk Planning Commission in accordance with Section 95-35 of the City Code under an 8-24 Review regarding the street abandonment of a portion of Isaacs Street be **APPROVED** ; and

BE IT FURTHER RESOLVED that the reasons for this action are:

- 1) To implement the Plan of Conservation and Development goal to "A.1.1.9 Encourage development that seeks to provide maximum returns to the City in the Grand List tax revenue consistent with public purpose." (A.1.1.9. p. 10); and

BE IT FURTHER RESOLVED that notice of this action be forwarded to the Common Council.

Cc: Mayor Rilling, Sotnik, File

GERENAL CITY PROCEDURES FOR SURPLUS LAND SALE

PLEASE NOTE: THESE PROCEDURES ARE NOT NECESSARYILY USED FOR ALL SALES OF CITY LAND.

1. **Identification of the Property** to be submitted to the designated Council Committee.
2. **Survey of Departments** to approve sale and identify any restrictions (including but not limited the following departments):
 - Law Department
 - Department of Public Works
 - Redevelopment
 - Recreation and Parks
 - Planning & Zoning
3. Council Committee holds a **Public Hearing** subject to Departments approvals and/or recommendations.
4. Exact area and configuration of the property are determined, if necessary. An **Appraisal** may be done on the property. A **title search** may also be done.
5. Effect the sale by one of the following methods:
 - a. Offer to **abutting property owners** (in cases of very small, non-conforming properties, unused right-of-ways, etc.)
 - b. Solicit **sealed bids or request for proposals** through public advertisement.
 - c. Select a **broker** to market and sell the property.
 - d. Employ **prequalification and selection** process (where specific use is desired).
 - e. Hold a **public auction**.
6. Bids or proposals are **reviewed by staff or staff committee** and recommendations are made.
7. **Council Committee reviews** the bids or proposals and **proposes selection** of the buyer.

8. **An 8-24 Review by Planning Commission** for the proposed disposition and recommendation is refer to the Common Council.
9. **Common Council votes** to approve sale by resolution.
10. The **approved buyer's lawyer arranges for Deed** with Law Department.
11. The **property is sold**.

**Norwalk Planning Commission
125 East Avenue
Norwalk, Connecticut**

MEMORANDUM

August 30, 2016

TO: Common Council

FROM: Frank Strauch, RLA, Site Planner

SUBJECT: 8-24 Review - Land Use & Building Management and Public Works Committees of the Common Council – sale and disposition of City owned property at 1 Bates Court

At their August 16, 2016 meeting, the Planning Commission voted to on the following resolution:

RESOLVED by the Norwalk Planning Commission in accordance with Section 8-24 of the Connecticut General Statutes, the referral made by – Land Use and Building Management and Public Works Committees of the Common Council – Disposition of City property at 1 Bates Court be **APPROVED** if it is to be sold for the fair market value without restrictions.

Cc: Mayor Rilling, Sotnik, File



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

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

Phone:



RECEIVED

AUG 08 2016

LAW DEPARTMENT
CITY OF NORWALK

The Honorable Harry W. Rilling
Mayor
City of Norwalk
125 East Avenue
Norwalk, Connecticut 06856

August 10, 2016

OFFICE OF THE MAYOR
CITY CLERK

AUG 8 - 2016

RECEIVED

Dear Mayor Rilling:

Subject: Master Municipal Agreement for Preliminary Engineering Projects

The Connecticut Department of Transportation (Department) is pleased to introduce a new way of doing business with the municipalities of Connecticut. The enclosed Master Municipal Agreement for Preliminary Engineering Projects (MMAPE) is the third in a series of agreements that will fundamentally improve how the Department conducts business with its municipal partners by dramatically streamlining the agreement process.

It is anticipated that once an MMAPE is executed with your municipality, project specific information and monetary terms will be set forth in a Project Authorization Letter (PAL) issued by the Department to the municipality for individual preliminary engineering projects. PALs are expected to take only days to execute, as opposed to the numerous months that were previously required to execute individual project agreements.

This ten-year term MMAPE covers municipally administered design projects. The MMAPE includes standard terms, conditions and contracting "boiler plate" language that should govern all municipal design projects involving the Department which are undertaken throughout the ten-year term.

It is my great hope that you will sign the enclosed agreement and join the Department in this new and innovative way of doing business that will improve delivery of Department services to its customers.

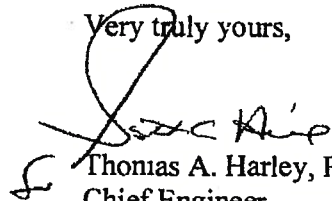
The Honorable Harry W. Rilling

-2-

August 10, 2016

Please process the MMAPE in accordance with the enclosed instructions and return the agreement, along with your authority to sign, to Mr. Richard Armstrong, Highway Design – State Roads, at the letterhead address. If you have any questions, please contact Mr. Richard Armstrong at (860) 594-3191.

Very truly yours,

A handwritten signature in black ink, appearing to read "Tom Harley", is written over a horizontal line.

Thomas A. Harley, P.E.
Chief Engineer

Bureau of Engineering and Construction

Enclosures

INSTRUCTIONS FOR PROCESSING MMAPE

Enclosed are two copies of the Master Municipal Agreement for Preliminary Engineering Projects (MMAPE) between the State of Connecticut and the Municipality.

Please do the following promptly:

1. Your signature should be affixed to the two copies of the MMAPE. Please sign your name as it appears on the signatory page.
2. Attach the original Council/Board of Selectmen resolution (see enclosed sample) authorizing you, by name and title, to sign these copies of the MMAPE. For consistency, please see that your name appears in the resolution as shown in the preamble and signatory pages of this MMAPE.

Please return two signed copies of the MMAPE (must be signed within 30 days of the original council resolution) on or before August 31, 2016, so that the Department may process them for State signatures. A fully executed copy of the MMAPE will be returned to you upon its completion.

RESOLUTION

RESOLVED, that The Honorable Harry W. Rilling, Mayor, is hereby authorized to sign the Agreement entitled "Master Municipal Agreement for Preliminary Engineering Projects."

ADOPTED BY THE _____ OF THE CITY OF _____,

CONNECTICUT, THIS _____ DAY OF _____, 20____.

Clerk

(seal)

Date

MASTER MUNICIPAL AGREEMENT FOR DESIGN PROJECTS

THIS MASTER MUNICIPAL AGREEMENT FOR DESIGN PROJECTS ("Master Agreement") is entered into by and between the STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION, (the "DOT"), and the City of Norwalk, 125 East Avenue, Norwalk, Connecticut 06856 (the "Municipality"). The DOT or the Municipality may each be referred to individually as the "Party" and collectively may be referred to as the "Parties."

WHEREAS, the Municipality undertakes, and may financially participate in, municipal projects to design improvements to locally-maintained roadways, structures and transportation facilities that are eligible for government financial assistance from the DOT, the federal government, or both; and

WHEREAS, the DOT is the authorized entity responsible for distributing the state and federal government financial assistance with respect to these municipal projects; and

WHEREAS, on a project-by-project basis the Municipality takes on the responsibility of administering the design phase of each municipal project; and

WHEREAS, the Commissioner is authorized to enter into this Master Agreement and distribute state and federal financial assistance to the Municipality for these projects pursuant to § 13a-98i or § 13a-165 of the Connecticut General Statutes; and

WHEREAS, the DOT and the Municipality wish to set forth their respective duties, rights, and obligations with respect to design projects that are undertaken pursuant to this Master Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE THAT:

Article 1. Definitions. For the purposes of this Master Agreement, the following definitions apply:

1.1 "Administer," "Administering" or "Administration" of the Design Project means conducting and managing operations required to perform and complete the Design Project, including performing (or engaging a Consulting Engineer to perform) the Design Services and undertaking all of the administrative duties related to and required for the completion of the Design Project.

1.2 "Authorization to Proceed" means the written notice from the Authorized DOT Representative to the Designated Official authorizing the Municipality to perform its obligations for the Design Project under the Project Authorization Letter (PAL), including, but not limited to, entering into an agreement with the Consulting Engineer for performance of the Design Services, if applicable.

Master Municipal Agreement for Design Projects

the approvals required in Section 7 of this Master Agreement.

1.14 "Funding" means funds from the state government, the federal government, or a combination of any of the foregoing, designated for a particular Design Project, as specified in the Project Authorization Letter.

1.15 "Inspection Activities" means inspection of the work during the construction phase of the Municipal Project and associated administrative duties, including, but not limited to: inspection of grading, drainage, structure, pavement, Transportation Facilities (defined in section 1.3), and rail work if applicable; the required administrative functions associated with the construction phase of the Municipal Project including, but not limited to, preparation of correspondence, construction orders, periodic payment estimates, quantity computations, material sampling and testing, Equal Employment Opportunity and DBE monitoring, final documentation, DOT and Federal reporting, construction surveys, reviews and recommendations of all construction issues, and claims analysis support; and other related functions deemed necessary by the DOT.

1.16 "Municipal Project" means a project undertaken by the Municipality for improvements on locally or State-maintained roadways, structures, or Transportation Alternatives Facilities, or any combination of the foregoing, which generally includes three phases of activities: the design phase, rights-of-way phase, and construction phase.

1.17 "Official Notice" means notice given from one Party to the other in accordance with Article 21.

1.18 "Plans, Specifications, and Estimates (PS&E)" means the final engineering documents produced during the design phase of the Municipal Project, approved and accepted by the DOT in writing, that contain all of the construction details and will be made part of the bid and contract documents for the construction phase of the Municipal Project.

1.19 "Perform" means for purposes of this Master Agreement, the verb "to perform" and the performance of the work set forth in this Master Agreement which are referred to as "Perform," "Performance" and other capitalized variations of the term.

1.20 "Project Amount" means the total estimated cost for all work for the Design Project, as estimated at the time of the DOT's issuance of the PAL.

1.21 "Project Authorization Letter (PAL)" means the written document that authorizes the distribution of Funding to the Municipality for the particular Design Project during a specified period of time.

1.22 "Project Manager" means the DOT assigned engineer in responsible charge of the Design Project, as identified in the particular PAL associated with an individual Design Project.

1.23 "Small Business Enterprise (SBE)" has the meaning defined in Schedule D.

Master Municipal Agreement for Design Projects

- (b) the maximum reimbursement to the Municipality under the PAL;
- (c) an estimated cost break-down for all work under the Design Project. At DOT's discretion, the PAL will provide a line item category for Extra Work to set aside funds that may be requested later by the Municipality to fund the requested additional work if it is deemed, at the DOT's sole discretion and with the DOT's written approval, to be necessary for completion of the Design Project;
- (d) the amount of the Demand Deposit(s) due to the DOT from the Municipality for the Municipality's proportionate share of applicable costs for work Performed by the DOT under the Design Project, as determined by the Funding ratio;
- (e) a brief description of the Design Project; and
- (f) any applicable affirmative action goal(s) assigned with respect to work on the Design Project, as follows:
 - (i) if the Design Project receives federal participation in Funding, the DBE goal assigned by the DOT applicable to the Consulting Engineer; or
 - (ii) if the Design Project receives DOT Funding, and no federal participation in Funding, the SBE goal assigned by the DOT applicable to the Consulting Engineer; or
 - (iii) regardless of the Funding source(s), the SBPPP goal assigned by the DOT applicable to the Consulting Engineer.

2.3 In order for the terms of the PAL to become effective and binding on both Parties, the Municipality shall return to the DOT a copy of the PAL signed by the Designated Official, hereinafter referred to as the "Written Acknowledgement of the PAL." The signature of the Designated Official on the Written Acknowledgement of the PAL constitutes the Municipality's agreement to be bound by the terms of the PAL and the Municipality's agreement to Perform the work on the Design Project in accordance with the terms of the PAL and this Master Agreement. The Municipality shall submit the Written Acknowledgement of the PAL to the Authorized DOT Representative by the deadline set forth in the PAL. By written notice to the Municipality, the DOT, in its discretion, may extend or waive the deadline set forth in the PAL for the Municipality to submit the Written Acknowledgement of the PAL. Such extension or waiver may be granted after the date set forth in the PAL for submission of the Written Acknowledgement of the PAL. Submission of the Written Acknowledgement of the PAL by facsimile or electronic transmission is acceptable. The Written Acknowledgement of the PAL shall be deemed delivered on the date of receipt by the DOT if on a business day (or on the next business day after delivery if delivery occurs after business hours or if delivery does not occur on a business day). The PAL becomes effective on the date that the Written Acknowledgement of the PAL is delivered to the DOT provided the Written Acknowledgement of the PAL is submitted by the deadline set forth in the PAL or by the date set forth by the DOT in any extension or waiver of the deadline.

Master Municipal Agreement for Design Projects

4.1 Upon receipt of an Authorization to Proceed Notice, the Municipality shall Administer and Perform all activities associated with the Design Project in accordance with the PAL and this Master Agreement.

4.2 The Municipality, with prior written approval of the DOT, may elect to Perform all or any part of the Design Services with its own staff. In requesting approval from the DOT, the Municipality must demonstrate, to the DOT's satisfaction, that the municipal staff Performing the Design Services are sufficiently qualified, that there is sufficient manpower, equipment, and resources available to the Municipality, and that it will be cost effective for the Municipality's staff to Perform the Design Services. The Municipality shall submit written documentation to the State indicating its criteria and/or procedures used in assigning existing municipal staff, or hiring of new municipal staff to Perform the Design Services. The Municipality shall assume responsibility for the accuracy of all products of its work generated by municipal staff Performing the Design Services, irrespective of the State's review and approval of the same, if any. The Municipality shall have its Designated Official sign the title sheet(s) of all plans and/or final work product documents generated by municipal staff in Performance of the Design Services, in addition to any applicable signing and/or sealing by professional engineers, land surveyors or architects required pursuant to State statute or regulation.

4.3 For Design Services that the Municipality does not elect to Perform with its own staff, the Municipality shall retain, using a qualifications based selection (QBS) process, a Consulting Engineer to undertake the Design Services, as more particularly described in Article 5.

4.4 With respect to any Design Project that receives federal participation in Funding, the Municipality acknowledges that any costs it incurs prior to the receipt of federal authorization for the Design Project are entirely ineligible for reimbursement with federal funds.

4.5 The Municipality agrees that it shall use the Funding for reimbursement of the Municipality's approved expenses incurred in the fulfillment of the Design Project as specified in the PAL and this Master Agreement and for no other purpose.

4.6 The Municipality shall conduct public involvement programs for the Design Project in compliance with applicable federal and State requirements and in accordance with the "Public Involvement Guidance Manual," Connecticut Department of Transportation (2009), as may be revised.

Article 5. Engaging a Consulting Engineer.

5.1 Where the Municipality retains a Consulting Engineer to Perform the Design Services, the Municipality shall use a QBS process, specifically as set forth in the current "Consultant Selection, Negotiation and Contract Monitoring Procedures for Municipally Administered Projects," Connecticut Department of Transportation (December 2011), as may be revised, which are hereinafter referred to as the "Consultant Selection Procedures" which is made a part of this Agreement and incorporated into it by reference.

Master Municipal Agreement for Design Projects

Schedules C, D & E, respectively (the "Affirmative Action (AA) Requirements"). The Municipality shall include a provision within its agreement with the Consulting Engineer requiring compliance with the AA Requirements and attach a copy of the applicable Schedule C, D, or E to such agreement.

6.3 The Municipality's failure to include the requirements of Article 6 in its agreement with, and to ensure compliance by, the Consulting Engineer may be deemed by DOT, at its sole discretion, to be a breach of this Master Agreement and the respective PAL, and may result in the Municipality's loss of Funding for the Design Project. Specifically, with respect to the Municipality's failure to comply with the DBE goal, SBE goal, or SBPPP goal, as applicable, as required by section 6.2(b), DOT, at its sole discretion, may withhold reimbursement to the Municipality for the Design Project in an amount up to or equaling the goal shortfall, in addition to any other remedies the DOT may have under this Master Agreement or provided by law.

6.4 The Municipality shall include in its agreement with the Consulting Engineer a completion schedule for the Design Services that is acceptable to the State.

6.5 With respect to its agreement with the Consulting Engineer, the Municipality shall comply with Policy No. F&A-30, dated July 23, 2015 ("Maximum Fees for Architects, Engineers and Consultants"), attached at Schedule F. The Municipality shall utilize the guidelines stipulated in Policy No. EX.O.-33 dated June 25, 2015, attached at Schedule G, when applicable, in accordance with Policy No. F&A-30.

6.6 The Municipality shall include any Design Services that may be required during the pre-bid, bid and construction phases of the Municipal Project in the scope of Design Services to be Performed under the agreement entered into with the Consulting Engineer, for the purposes of advising the Municipality or the State, whichever is administering the construction phase of the Municipal Project. Such Design Services shall include, but not be limited to, providing interpretations of the plans and specification prepared by the Consulting Engineer, assisting the Municipality or State in answering pre-bid questions, attending meetings including the preconstruction meeting and progress meetings, conferring with and advising the Municipality or the State as to any changed or unanticipated field conditions that will impact the work during the construction phase, visiting the jobsite at appropriate intervals to monitor critical areas of work, and responding to questions, as needed.

6.7 The Municipality may engage the Consulting Engineer who Performed Design Services to Perform subsequent Inspection Activities during the construction phase of the Municipal Project, provided that Inspection Activities were included in the QBS process when selecting the Consulting Engineer for the Design Services. The State reserves the right in the future to bar the Municipality from engaging the Consulting Engineer who Performed Design Services to also Perform Inspection Activities during the construction phase, and the State will notify the Municipality of any such change in policy.

6.8 The Municipality shall require the Consulting Engineer to assume responsibility for the accuracy of its work generated in Performing the Design Services, irrespective of the State's

Master Municipal Agreement for Design Projects

undertaken pursuant to a PAL issued under this Master Agreement. The Engineering Publications shall govern the Performance of the Design Services.

7.3 With respect to Design Projects that receive federal Funding, the Municipality shall comply with, or require its Consulting Engineer to comply with, all applicable federal requirements as may be applicable to the Design Project including, but not limited to:

- (a) 23 USC § 112, invoking the Brooks Act (40 USC §§ 1101-1104).
- (b) 23 CFR Part 172, Administration of Engineering and Design Related Service Contracts;
- (c) 48 CFR Part 31, Federal Acquisition Regulations, addressing contract cost principles and procedures and audit requirements;
- (d) 49 CFR § 18.42, Records Retention Requirements.

Article 8. Additional Administration Responsibilities.

8.1 The Municipality shall Perform all other work which becomes necessary to properly Administer the Design Project in order to ensure compliance with the applicable design standards and the Municipality's contract with the Consulting Engineer. Any work Performed by the DOT in order to assist with the Municipality's Administration responsibilities for the Design Project and any associated expenses will be funded in accordance with the PAL.

8.2 The Municipality shall maintain and secure all Records for the Design Project at a single location for the DOT's review, use and approval at all times.

8.3 The Municipality shall submit to the DOT for review the PS&E and other information developed by the Municipality's staff or the Consulting Engineer, as applicable, for the Design Project, in accordance with the current Consultant Administration and Project Development Manual. Upon completion of the Design Project, the Municipality shall notify the DOT, in writing, of the completion and, upon request by the DOT, shall provide the DOT copies of the final PS&E, in the format requested by the DOT.

8.4 The Municipality shall cooperate fully with the DOT and permit the DOT, FHWA, or other federal authority, as applicable, to review all activities Performed by the Municipality with respect to any PAL issued under this Master Agreement at any time during the Design Project. Upon request of the DOT, the Municipality shall timely furnish all documents related to the Design Project so that the DOT may evaluate the Municipality's activities with respect to the Design Project, including, but not limited to, its use of the Funding as required by the PAL, this Master Agreement, and applicable law.

8.5 The Municipality may not make changes to the Design Project that will increase the cost or alter the character or scope of the Design Services without prior written approval from the Authorized DOT Representative. In addition, the Municipality shall not extend the term of any agreement with its Consulting Engineer without prior written approval from the Authorized DOT Representative. Such written approval may take the form of a Revised PAL issued by the DOT with respect to the Design Project.

Master Municipal Agreement for Design Projects

established in accordance with Section 1.09.04(d) of the Standard Specifications, as may be revised.

10.3 If the Municipality fails to adequately record expenses and maintain all related Records for any Design Project or promptly submit any Records to the DOT, the DOT in its sole discretion may deem such failure to be a breach by the Municipality, and the DOT may deem certain expenses to be non-eligible costs of the respective Design Project for which the Municipality will not be eligible for reimbursement pursuant to the proportional cost sharing established by the PAL. Furthermore, the DOT's determination of certain costs to be non-eligible costs of the Design Project does not waive any of the DOT's remedies for the breach by the Municipality of its obligations under this Master Agreement with respect to the respective Design Project, nor relieve the Municipality from any liability related to its breach.

10.4 The Municipality shall seek reimbursement from the DOT for the Municipality's expenditures, which have been approved by the DOT for eligible Design Project costs. Reimbursement of DOT approved expenditures will be made in the following manner:

(a) On a monthly basis, the Municipality shall submit to the DOT using the DOT-required voucher form entitled "Invoice Summary and Processing (ISP) Form" ("Voucher"), as may be revised, with supporting data, the cost of services rendered and expenses incurred for the prior month. With respect to any work that is Performed in-house by the Municipality's staff, the Municipality's reimbursable costs shall be limited to the actual payroll, fringe benefits associated with payroll, and approved direct cost charges for the staff's Performance of Design Services.

(b) Upon review and approval of the Voucher by the DOT, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality, in accordance with the proportional cost sharing established by the PAL.

10.5 Notwithstanding the above, the DOT may offset any reimbursable amounts due to the Municipality with any amounts due to the DOT for DOT-provided Services.

Article 11. Extra Work.

11.1 If the PAL provides a line item category for Extra Work and the Municipality wishes to pursue any Extra Work, it must request approval in writing from the DOT's Project Manager for the type and scope of the Extra Work and the associated costs prior to the Municipality authorizing Performance of the Extra Work by the Municipality's staff or the Consulting Engineer, as applicable.

11.2 Once approved in writing by the DOT, the Extra Work will be funded as follows:

(a) If the Extra Work results in a Cumulative Cost less than or equal to the Project Amount specified in the PAL, it will be funded according to the proportional cost sharing set forth in the PAL.

(b) If the Extra Work results in a Cumulative Cost greater than the Project Amount specified in the PAL, and the DOT determines that the appropriate federal or state government

Master Municipal Agreement for Design Projects

specify the extent to which Performance of work under the PAL is being suspended, postponed or terminated and the date upon which such action shall be effective.

14.2 Termination by the Municipality, with prior DOT approval.

(a) The Municipality may request termination of the Design Project, and if determined by the DOT in its sole discretion to be in the best interests of the Parties, the DOT may agree to the request. Additionally, with respect to Design Projects receiving federal participation in Funding, receipt of written concurrence from FHWA (or other applicable federal authority) may be required prior to the DOT's approval of the request.

(b) Once any required federal concurrence is received, the DOT will send approval of termination by giving Official Notice to the Municipality specifying the extent to which Performance of work under the PAL is terminated and the date upon which termination is effective.

14.3 Upon suspension, postponement, or termination in accordance with section 14.1 or termination in accordance with section 14.2, the DOT at its sole discretion may provide the Municipality with Funding in part for its expenditures, if any, up to the percentage of acceptable work completed as of the approved date of termination, provided that the DOT finds the work to be acceptable.

14.4 If the DOT and/or FHWA (or other applicable federal authority), deems any of the work that the Municipality itself Performed, or engaged the Consulting Engineer to Perform on its behalf, to be unacceptable, then upon demand by the DOT and/or FHWA (or other applicable federal authority), the Municipality shall promptly return, in whole or in part, to the DOT and/or FHWA (or other applicable federal authority), the State or federal Funding that was disbursed to the Municipality prior to the effective date of termination to fund that unacceptable work.

14.5 If the Municipality terminates the Design Project without the DOT's prior approval, the Municipality shall incur all costs related to the Design Project without reimbursement from the DOT or FHWA (or other applicable federal authority) and shall pay the DOT for any DOT-provided Services Performed prior to termination. With respect to federal or state government Funding that was disbursed to the Municipality prior to the effective date of termination, the Municipality shall promptly return any federal or state government Funding upon demand by the DOT or FHWA (or other applicable federal authority).

14.6 Termination of a specific Design Project shall not relieve the Municipality or its Consulting Engineer of its responsibilities for the work completed as of the termination date, nor shall it relieve the Municipality or any contractor or its surety of its obligations concerning any claims arising out of the work Performed on the Design Project prior to the termination date or any obligations existing under bonds or insurance required by the Connecticut General Statutes or by this Master Agreement or any other agreement with the DOT or the Municipality.

Article 15. Utilities Relocation and Access to Highway Right-of-Way.

Master Municipal Agreement for Design Projects

the respective PAL in a timely fashion to the satisfaction of the DOT and in accordance with all applicable federal, state, and local laws, regulations, ordinances, or requirements, then:

- (a) the DOT has no obligation to reimburse the Municipality for its expenses incurred;
- (b) to the extent any Funding already has been disbursed to the Municipality, the Municipality shall return any disbursed funds and any interest earned to date to the DOT within ten (10) business days of receipt of a request from the DOT; and
- (c) the DOT may recover from the Municipality the DOT's costs for the DOT-provided Services Performed on the Design Project. Upon receipt of written demand from the DOT, the Municipality shall provide payment for the DOT-provided Services within thirty (30) days.

16.5 Unless otherwise indicated in the respective PAL, in the event that the Municipality does not commence the subsequent phase related to the Design Project (i.e., the right-of-way acquisition phase or the construction phase of the respective Municipal Project) by the close of the tenth (10th) federal fiscal year following the federal fiscal year in which the Design Project was authorized by the DOT, regardless of the funding source of those phases, upon request by the DOT, the Municipality shall reimburse the DOT for all State and federal funding that was disbursed to the Municipality and for all expenses incurred by the DOT on the Design Project under the respective PAL, or the DOT, at its sole discretion, may assume responsibility for or supplement the Administration of the commencement and/or completion of the subsequent phase, as set forth in section 8.6.

Article 17. Records and Audit.

17.1 The Municipality shall make all of its Records and accounting procedures and practices relevant to any Funding received under this Master Agreement available for examination by the DOT and the State of Connecticut and its agents including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and the Chief State's Attorney and their respective agents for a period of time in accordance with all applicable state or federal audit requirements.

17.2 With respect to each Design Project undertaken under this Master Agreement, the Municipality shall maintain and secure all Records for a period of three (3) years after the final payment has been made to the Consulting Engineer or the termination of any litigation related to the Design Project, or three (3) years after the date of DOT's issuance of the CON-100 form, as may be revised, whereby the construction phase activities have been deemed to be substantially complete, whichever is later, or for such longer time as instructed by the DOT, the State of Connecticut and its agents, or the federal government.

Article 18. Costs Resulting from Errors or Omissions.

18.1 The Municipality shall reimburse the DOT for one hundred percent (100%) of all Municipal Project costs and costs of DOT-provided Services, which costs are the result of errors or

Master Municipal Agreement for Design Projects

to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the DOT shall have the right to determine, in its sole discretion, which provision applies. The Municipality shall promptly request in writing the DOT's determination upon the Municipality's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of this Master Agreement.

20.2 With respect to any specification, guide, manual, policy, document, or other publication referenced throughout the Master Agreement and noted to be subject to revision throughout the Term of this Master Agreement by way of the phrase "as may be revised," for the particular Design Project the Municipality agrees to comply with the version of the document or publication that is in effect on the date of the Written Acknowledgement of the PAL for the Design Project.

Article 21. Term and Termination of the Master Agreement.

21.1 The Term commences on the Effective Date and continues for ten (10) years, unless terminated earlier in accordance with this Article.

21.2 The DOT may terminate this Master Agreement for convenience, at its sole discretion, upon providing thirty (30) days Official Notice to the Municipality.

21.3 As a result of the Municipality's breach of the Master Agreement or a particular PAL or the failure of the Municipality, its Consulting Engineer, or both, to Perform the work required on any particular Design Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may terminate this Master Agreement for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failed Performance, to the satisfaction of the DOT in its sole discretion, within the notice period that the DOT may, in its sole discretion, set forth in such Official Notice. Termination for cause by the DOT will not prejudice the right of the DOT to pursue any of its remedies for breach, including recovery of any Funding paid to the Municipality prior to termination for cause.

21.4 Upon expiration of the Term or the DOT's earlier termination for convenience of the Master Agreement, any issued PAL for a Design Project that is still in-progress will remain in full force and effect and will continue through completion and final acceptance by the DOT of the respective Design Project, and the Municipality shall be subject to all applicable terms and conditions of the PAL and this Master Agreement, unless the respective PAL is itself terminated in accordance with section 14.1.

21.5 Upon the DOT's termination of this Master Agreement for cause, any PALs in-progress at the time will automatically terminate, unless the DOT provides Official Notice stating otherwise. The DOT, at its sole discretion, will determine and state in such Official Notice to the Municipality, if any in-progress PALs will remain in effect, and in such case, the Municipality agrees that it must complete Performance of such in-progress PAL(s) through completion and final acceptance by the DOT of the respective Design Project in compliance with all applicable terms and conditions of the PAL and this Master Agreement.

Master Municipal Agreement for Design Projects

Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period, with the DOT being named an additional insured party;

(b) Automobile Liability Insurance with respect to the operation of all motor vehicles, including those hired or borrowed, used in connection with the Design Project, providing for a total limit of One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, with the DOT being named an additional insured party. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000);

(c) Railroad Protective Liability Insurance (when the Design Project requires work within fifty (50) feet of the railroad right-of-way or DOT-owned rail property) with coverage limits of not less than Two Million Dollars (\$2,000,000) for each accident or occurrence resulting in damages from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property, and subject to that limit per accident or occurrence, an aggregate coverage of at least Six Million Dollars (\$6,000,000) for all damages during the policy period, and with all entities falling within any of the following listed categories named as insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way (iv) the State, and (v) any other party with an insurable interest. If such insurance is required, the Municipality shall obtain and submit evidence of the minimum coverage indicated above to the DOT prior to commencement of the rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by the DOT;

(d) Valuable Papers Insurance, with coverage maintained until the work has been completed and accepted by the DOT, and all original documents or data have been returned to the DOT, providing coverage in the amount of Fifty Thousand Dollars (\$50,000) regardless of the physical location of the insured items. This insurance will assure the DOT that all Records, papers, statistics and other data or documents will be re-established, recreated or restored if made unavailable by fire, theft, or any other cause. The Municipality, the Consulting Engineer, or Subconsultant, as applicable, shall retain in its possession duplications of all products of its work under the contract if and when it is necessary for the originals to be removed from its work under the contract, and if and when necessary for the originals to be removed from its possession during the time that this policy is in force.

(e) Workers' Compensation Insurance, and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws

Master Municipal Agreement for Design Projects

the PAL and the Master Agreement. The Municipality agrees to notify the DOT with at least thirty (30) days prior notice of any cancellation or change in the insurance coverage required under this Master Agreement.

23.6 The Municipality acknowledges and agrees that the minimum insurance coverage limits set forth in this Master Agreement are subject to increase by the DOT, at its sole discretion, from time to time during the Term of this Master Agreement. The DOT will provide the Municipality with the updated minimum insurance coverage limit requirements as applicable to the particular Design Project. Upon issuance of a PAL by the DOT, and submission of the Written Acknowledgment of the PAL by the Municipality, the Municipality shall comply with the updated minimum insurance coverage limit requirements as specified by the DOT for the particular Design Project.

23.7 Self-insurance.

(a) With respect to activities Performed directly and exclusively by the Municipality with Municipal forces or staff on a particular Design Project, the Municipality may request that the DOT accept coverage provided under a self-insurance program in lieu of the specific insurance requirements set forth in section 23.1. The Municipality shall submit to the DOT a notarized statement, by an authorized representative:

- (1) certifying that the Municipality is self-insured;
- (2) describing its financial condition and self-insured funding mechanism;
- (3) specifying the process for filing a claim against the Municipality's self-insurance program, including the name, title and address of the person to be notified in the event of a claim; and
- (4) agreeing to indemnify, defend and save harmless the State of Connecticut, its officials, agents, and employees, and if the particular Design Project requires work within, upon, over or under the right of way of the National Railroad Passenger Corporation (Amtrak) also indemnify, defend and save harmless Amtrak from all claims, suits, actions, damages, and costs of every name and description resulting from, or arising out of, activities Performed by the Municipality under the PAL, issued for the Design Project.

(b) If requested by the DOT, the Municipality must provide any additional evidence of its status as a self-insured entity.

(c) If the DOT, in its sole discretion, determines that such self-insurance program is acceptable, then the Municipality shall assume any and all claims as a self-insured entity.

(d) If the DOT accepts a Municipality's particular self-insurance coverage, the Municipality will not be required to obtain from an insurance company the respective insurance requirement(s) displaced by that particular self-insurance coverage.

Master Municipal Agreement for Design Projects

uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(b) The Municipality shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The Municipality shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Municipality or any Municipality Parties. The State shall give the Municipality reasonable notice of any such Claims.

(d) The Municipality's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Municipality 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 Municipality shall carry and maintain at all times during the term of the Master Agreement, and during the time that any provisions survive the term of the Master Agreement, sufficient general liability insurance to satisfy its obligations under this Master Agreement. The Municipality shall name the State as an additional insured on the policy. The DOT shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the DOT or the State is contributorily negligent.

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

Article 25. Sovereign Immunity. Nothing in this Master Agreement or any PAL issued hereunder shall be construed as a modification, compromise or waiver by the DOT of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the DOT or any of its officers and employees, which they may have had, now have or will have with respect to matters arising out of this Master Agreement. To the extent that this section conflicts with any other section, this section shall govern.

Article 26. Defense of Suits by the Municipality. Nothing in this Master Agreement shall preclude the Municipality from asserting its Governmental Immunity rights in the defense of third party claims. The Municipality's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the DOT, at law or in equity, under this Master Agreement, including, but not limited to, those relating to damages.

Article 27. Governing Law. The Parties deem the Master Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Master Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws.

Master Municipal Agreement for Design Projects

STATE OF CONNECTICUT
Department of Transportation
James Redeker, Commissioner

By _____
Thomas A. Harley P.E.
Bureau Chief
Bureau of Engineering and Construction

Date: _____

CITY OF NORWALK

By _____
The Honorable Harry W. Rilling, Mayor

Date: _____

Schedule A

Written Acknowledgement of the PAL. You may submit the Written Acknowledgement of the PAL to the DOT's Authorized Representative in hard copy or by facsimile or electronic transmission. 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 Design Project.

If you have any questions please contact [REDACTED], the Project Manager at (860) 594-[REDACTED].

Very truly yours,

Authorized DOT Representative

MUNICIPALITY'S ACKNOWLEDGEMENT OF PAL

Concurred By _____ Date _____

Print Name:

Designated Municipal Official

Schedule B

CONNECTICUT REQUIRED SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (2010)

1. General:

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

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

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

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

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

2. Equal Employment Opportunity Policy:

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. Subcontracting:

a) The Company will use his/her best efforts to solicit bids from and to utilize minority

Schedule C

SPECIAL PROVISION
DISADVANTAGED BUSINESS ENTERPRISES
AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS
FOR FEDERAL FUNDED PROJECTS

Revised – April 2012

NOTE: Certain of the requirements and procedures stated in this Special Provision are applicable prior to the award and execution of the Contract document.

I. **ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION**

- A. "Administrative Agency" means the agency responsible for awarding the contract.
- B. "ConnDOT" means the Connecticut Department of Transportation.
- C. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").
- D. "Broker" means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.
- E. "Contract," "Agreement" or "subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision, a lease for equipment or products is also considered to be a Contract.
- F. "Contractor," means a consultant, second party or any other entity doing business with the Administrative Agency or, as the context may require, with another Contractor.
- G. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:
 - 1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and
 - 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
 - 3. Certified by ConnDOT under 49 CFR Part 26 or 23.
- H. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.
- I. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR") Part 26 – "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes Good Faith Efforts.

Schedule C

II. GENERAL REQUIREMENTS

A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the Administrative Agency and ConnDOT deem appropriate.

B. The Contractor shall cooperate with the Administrative Agency, ConnDOT and DOT in implementing the requirements concerning DBE utilization on this Contract in accordance with Title 49 of the Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" ("49 CFR Part 26"), as revised. The Contractor shall also cooperate with the Administrative Agency, ConnDOT and DOT in reviewing the Contractor's activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.

C. The Contractor shall designate a liaison officer who will administer the Contractor's DBE program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to the Administrative Agency.

D. For the purpose of this Special Provision, DBEs to be used to satisfy the DBE goal must be certified by ConnDOT's Division of Contract Compliance for the type(s) of work they will perform.

E. If the Contractor allows work designated for DBE participation required under the terms of this Contract and required under III-B to be performed by other than the named DBE organization without the approval of the Administrative Agency, the Contractor may not be eligible for payment for those items of work.

F. In the event a DBE firm that was listed in the award documents is unable or unwilling to perform the work assigned; the Contractor shall notify the Administrative Agency immediately and make efforts to obtain a release of work from the firm. The Contractor shall use the DBE Directory to identify and contact firms certified to perform the type of work that was assigned to the unable or unwilling DBE firm. If the Contractor is unable to find a DBE replacement, then the Contractor should identify other contracting opportunities and solicit DBE firms in an effort to meet the Contract DBE goal requirement.

G. At the completion of all Contract work, the Contractor shall submit a final report to the Administrative Agency indicating the work done by, and the dollars paid to DBEs. If the Contractor does not achieve the specified Contract goals for DBE participation, the Contractor shall also submit written documentation to the Administrative Agency detailing the Good Faith Efforts made during the performance of the Contract to satisfy the goal. Documentation is to include, but not be limited to, the following:

1. A detailed statement of the efforts made to replace an unable or unwilling DBE firm, and a description of any additional subcontracting opportunities that were identified and offered to DBE firms in order to increase the likelihood of achieving the stated goal.

A detailed statement, including documentation of the efforts made to contact and solicit bids from certified DBEs, including the names, addresses, and telephone numbers of each DBE firm

Schedule C

Agency, on the forms provided, the DBE(s) it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each DBE that will participate in this Contract, a description of the work each will perform, the dollar amount of participation, and the percentage this is of the bid amount. This information shall be signed by the named DBE and the low bidder. The named DBE shall be from a list of certified DBEs available from ConnDOT. In addition, the named DBE(s) shall be certified to perform the type of work they will be contracted to do.

D. The prime Contractor shall submit to the Administrative Agency all requests for subcontractor approvals on the standard forms provided by the Administrative Agency.

If the request for approval is for a DBE subcontractor for the purpose of meeting the Contract DBE goal, a copy of the legal Contract between the prime contractor and the DBE subcontractor must be submitted along with the request for subcontractor approval. Any subsequent amendments or modifications of the Contract between the prime and the DBE subcontractor must also be submitted to the Administrative Agency with an explanation of the change(s). The Contract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties.

In addition, the following documents are to be attached:

1. An explanation indicating who will purchase material.
2. A statement explaining any method or arrangement for renting equipment. If rental is from a prime contractor, a copy of the rental agreement must be submitted.
3. A statement addressing any special arrangements for manpower.

E. The Contractor is required, should there be a change in a DBE they submitted in III-C, to submit documentation to the Administrative Agency which will substantiate and justify the change (i.e., documentation to provide a basis for the change for review and approval by the Administrative Agency) prior to the implementation of the change. The Contractor must demonstrate that the originally named DBE is unable or unwilling to perform in conformity to the scope of service, or is in default of its Contract. The Contractor's ability to negotiate a more advantageous Agreement with another subcontractor is not a valid basis for change. Documentation shall include a letter of release from the originally named DBE indicating the reason(s) for the release.

F. Contractors subcontracting with DBEs to perform work or services as required by this Special Provision shall not terminate such firms without advising the Administrative Agency in writing, and providing adequate documentation to substantiate the reasons for termination if the DBE has not started or completed the work or the services for which it has been contracted to perform.

G. When a DBE is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make Good Faith Efforts to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the goal required by III-B.

H. In instances where an alternate DBE is proposed, a revised submission to the Administrative Agency together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.

I. Each quarter after execution of the Contract, the Contractor shall submit a report to the

Schedule C

performance of the Contract, provided that the fees or commissions are determined by the Administrative Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

VI. BROKERING

A. Brokering of work by DBEs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.

B. Firms involved in the brokering of work, whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 1020.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

A. If the Contractor does not document pre-award commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, the Contractor must document the Good Faith Efforts that outline the specific steps it took to meet the goal. The Contract will be awarded to the Contractor if its Good Faith Efforts are deemed satisfactory and approved by the Administrative Agency. To obtain such an exception, the Contractor must submit an application to the Administrative Agency, which documents the specific Good Faith Efforts that were made to meet the DBE goal. An application form entitled "Review of Pre-Award Good Faith Efforts" is attached hereto.

The application must include the following documentation:

1. A statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for bid by subcontractors;
2. A statement setting forth all parts of the Contract that are likely to be sublet;
3. A statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. Copies of all letters sent to DBEs;
5. A statement listing the dates and DBEs that were contacted by telephone and the result of each contact;
6. A statement listing the dates and DBEs that were contacted by means other than telephone and the result of each contact;
7. Copies of letters received from DBEs in which they declined to bid;
8. A statement setting forth the facts with respect to each DBE bid received and the reason(s) any such bid was declined;
9. A statement setting forth the dates that calls were made to ConnDOT's Division of Contract

Schedule C

Connecticut Department of Transportation Application for Review of Pre-award Good Faith Efforts

Directions: A Contractor who is unable to meet the percentage goals set forth in the Special Provisions Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers - Part III-B shall submit the attached application requesting a review of its Good Faith Efforts to meet the goal.

The Contractor must show that it took all necessary and reasonable steps to achieve the DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation. Appendix A of 49 CFR Part 26 - "Guidance Concerning Good Faith Efforts" will be generally but not exclusively, utilized in evaluating Good Faith Efforts. All applications must be in writing, signed and dated and include the following:

1. a statement setting forth in detail which parts, if any, of the contract were reserved by the contractor and not available for bid from subcontractors;
2. a statement setting forth all parts of the contract that are likely to be sublet;
3. a statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. copies of all letters sent to DBEs;
5. a statement listing the dates and DBEs that were contacted by telephone and the result of each contact;
6. a statement listing the dates and DBEs that were contacted by other means other than telephone and the result of each contact;
7. copies of letters received from DBEs in which they declined to bid;
8. a statement setting forth the facts with respect to each DBE bid received and the reason(s) any such bid was declined;
9. a statement setting forth the dates that calls were made to ConnDOT's Division of Contract Compliance seeking DBE referrals and the result of each such call; and
10. any information of a similar nature relevant to the application.

All applications shall be submitted to the Manager of Contracts. Upon receipt of the submission requesting a review of pre-award Good Faith Efforts, ConnDOT's Manager of Contracts shall submit the documentation to the Division of Contract Compliance who will review the documents and determine if the package is complete and accurate and adequately documents the Contractor's Good Faith Efforts. Within fourteen (14) days of receipt of the documentation, the Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its Good Faith Efforts.

If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to: Manager of Contracts, P.O. Box 317546, Newington, CT 06131-7546. The Manager of Contracts will forward the Contractor's reconsideration request to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the contractor, via certified mail, a written determination on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's determination is final.

Schedule C

2. Items of Contract likely to be sublet. (Attach additional sheets, if necessary)

<u>Item #</u>	<u>Description of Item</u>	<u>\$ Bid Amount</u>	<u>% of Total Contract</u>
---------------	----------------------------	----------------------	----------------------------

Schedule C

4. Names of DBEs contacted. (Attach additional sheets, if necessary. Attach copies of all correspondence.)

<u>Name of DBE</u>	<u>Items Contacted for</u>	<u>Date of Contact</u>	<u>Phone/Cert.Mail Other</u>	<u>Result</u>
--------------------	--------------------------------	----------------------------	----------------------------------	---------------

5. Names of DBEs who were quoted on contract (be very specific and include items and amounts; attach documentation).

<u>Name of DBE</u>	<u>Item of Work Quoted</u>	<u>Date of Quote</u>	<u>Reason(s) for Rejection of Bid</u>
--------------------	--------------------------------	--------------------------	---

Schedule C

8. Any additional information that should be considered in this application.

Contractor Signature

Title

Date: _____

Schedule D

dates and telephone numbers of each Small Contractor contacted, and a description of the information provided to each Small Contractor regarding the scope of services and anticipated time schedule of items proposed to be subcontracted and the nature of response from firms contacted.

3. For each Small Contractor that placed a subcontract quotation which the contractor considered not to be acceptable, provide a detailed statement of the reasons for this conclusion.
 4. Documents to support contacts made with the municipality and/or ConnDOT requesting assistance in satisfying the Contract specified or adjusted Small Contractor dollar requirements.
 5. Document other special efforts undertaken by the contractor to meet the defined set-aside requirement.
- E. Failure of the contractor to have at least the specified dollar amount of this Contract performed by a Small Contractor as required in Section IIA of this Special Provision will result in the reduction in the Contract payment to the contractor by an amount equivalent to that determined by subtracting from the specific dollar amount required in Section IIA, the dollar payments for the work actually performed by each Small Contractor. The deficiency in Small Contractor achievement, will therefore, be deducted from the final Contract payment. However, in instances where the contractor can adequately document or substantiate its good faith efforts made to meet the specified or adjusted dollar amount to the satisfaction of ConnDOT, no reduction in payments will be imposed.
- F. All Records must be retained for a period of three (3) years following completion and acceptance of the work performed under the Contract and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT or the United States Department of Transportation.
- G. Nothing contained herein, is intended to relieve any contractor or subcontractor from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

II. SPECIFIC REQUIREMENTS

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

- A. The Small Business Enterprise (SBE) set-aside percentage will be provided as part of the Project Authorization Letter. Compliance with this provision may be fulfilled when a SBE or any combination of SBEs perform work. Not less than the set-aside

Schedule D

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

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

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

III. **BROKERING**

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

IV. **PRE-AWARD WAIVERS:**

If the contractor's submission of the Small Contractor listing, as required by Section IIC, indicates that it is unable, by subcontracting to obtain commitments which at least equal

Schedule E

SPECIAL PROVISION SMALL BUSINESS PARTICIPATION PILOT PROGRAM SBPPP AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS

Revised – April, 2012

NOTE: Certain of the requirements and procedures stated in this Special Provision are applicable prior to the award and execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

A. "ConnDOT" means the Connecticut Department of Transportation.

B. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").

C. "Broker" means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.

D. "Contract," "Agreement" or "Subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision, a lease for equipment or products is also considered to be a Contract.

E. "Contractor," means a consultant, second party or any other entity doing business with the Municipality or, as the context may require, with another Contractor.

F. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:

1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and

2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

G. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.

H. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR") Part 26 – "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.

I. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section

Schedule E

or such other remedy, as the Municipality and ConnDOT deem appropriate.

B. The Contractor shall cooperate with the Municipality, ConnDOT and DOT in implementing the requirements concerning SBPPP utilization on this Contract. The Contractor shall also cooperate with the Municipality, ConnDOT and DOT in reviewing the Contractor's activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.

C. The Contractor shall designate a liaison officer who will administer the Contractor's SBPPP program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to the Municipality.

D. For the purpose of this "Special Provision", the SBPPP contractor(s) named to satisfy the requirements must meet one of the following criteria:

1. Certified as a Disadvantaged Business Enterprise (DBE) firm by ConnDOT;
2. Certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut Department of Administrative Services;
3. Certified by the USSBA as an 8(a) or SDB firm;
4. Certified by the USSBA as a HUBZone firm; or
5. A current active recipient of a United States Small Business Administration Loan (loan documentation required).

E. If the Contractor allows work designated for SBPPP participation required under the terms of this Contract and required under III-B to be performed by other than the named SBPPP firm without concurrence from the Municipality, the Municipality will not pay the Contractor for the value of the work performed by firms other than the designated SBPPP.

F. In the event a SBPPP firm that was listed in the award documents is unable or unwilling to perform the work assigned; the Contractor shall notify the Municipality immediately and make efforts to obtain a release of work from the firm. If the Contractor is unable to find a SBPPP replacement, then the Contractor should identify other contracting opportunities and solicit SBPPP firms in an effort to meet the contract SBPPP goal requirement.

G. At the completion of all Contract work, the Contractor shall submit a final report to the Municipality indicating the work done by, and the dollars paid to SBPPPs. If the Contractor does not achieve the specified Contract goals for SBPPP participation, the Contractor shall also submit written documentation to the Municipality detailing its good faith efforts to satisfy the goal throughout the performance of the Contract. Documentation is to include, but not be limited to the following:

1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by SBPPPs in order to increase the likelihood of achieving the stated goal.
2. A detailed statement, including documentation of the efforts made to contact and solicit bids with SBPPPs, including the names, addresses, dates and telephone numbers of each SBPPP contacted, and a description of the information provided to each SBPPP regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.
3. Provide a detailed statement for each SBPPP that submitted a subcontract proposal, which the

Schedule E

work each will perform, the dollar amount of participation, and the percentage this is of the bid amount. This information shall be signed by the named SBPPP and the low bidder.

D. The prime Contractor shall submit to the Municipality all requests for subcontractor approvals on the standard forms provided by the Municipality.

If the request for approval is for a SBPPP subcontractor for the purpose of meeting the Contract SBPPP goal, a copy of the legal contract between the prime and the SBPPP subcontractor must be submitted along with the request for subcontractor approval. Any subsequent amendments or modifications of the contract between the prime and the SBPPP subcontractor must also be submitted to the Municipality with an explanation of the change(s). The contract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties.

In addition, the following documents are to be attached:

1. An explanation indicating who will purchase material.
2. A statement explaining any method or arrangement for renting equipment. If rental is from a prime, a copy of the rental agreement must be submitted.
3. A statement addressing any special arrangements for manpower.
4. Requests for approval to issue joint checks.

E. The Contractor is required, should there be a change in a SBPPP they submitted in III-C, to submit documentation to the Municipality which will substantiate and justify the change (i.e., documentation to provide a basis for the change for review and approval by the Municipality) prior to the implementation of the change. The Contractor must demonstrate that the originally named SBPPP is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its contract, or is overextended on other jobs. The Contractor's ability to negotiate a more advantageous contract with another subcontractor is not a valid basis for change. Documentation shall include a letter of release from the originally named SBPPP indicating the reason(s) for the release.

F. Contractors subcontracting with SBPPPs to perform work or services as required by this Special Provision shall not terminate such firms without advising the Municipality in writing, and providing adequate documentation to substantiate the reasons for termination if the SBPPP has not started or completed the work or the services for which it has been contracted to perform.

G. When a SBPPP is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make good faith efforts to find other SBPPP opportunities to increase SBPPP participation to the extent necessary to at least satisfy the goal required by III-B.

H. In instances where an alternate SBPPP is proposed, a revised submission to the Municipality together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.

I. Each quarter after execution of the Contract, the Contractor shall submit a report to the Municipality indicating the work done by, and the dollars paid to, the SBPPP for the current quarter and to date.

Schedule E

VI. BROKERING

A. Brokering of work by SBPPPs who have been approved to perform Subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.

B. SBPPPs involved in the brokering of Subcontract work that they were approved to perform may be decertified.

C. Firms involved in the brokering of work, whether they are SBPPPs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

A. If the Contractor does not document pre-award commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. The Contract will be awarded to the Contractor if its good faith efforts are deemed satisfactory and approved by ConnDOT. To obtain such an exception, the Contractor must submit an application to the Municipality, which documents the specific good faith efforts that were made to meet the SBPPP goal. An application form entitled "Review of Pre-Award Good Faith Efforts" is attached hereto.

The application must include the following documentation:

1. A statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for bid by subcontractors;
2. A statement setting forth all parts of the Contract that are likely to be sublet;
3. A statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. Copies of all letters sent to SBPPPs;
5. A statement listing the dates and SBPPPs that were contacted by telephone and the result of each contact;
6. A statement listing the dates and SBPPPs that were contacted by means other than telephone and the result of each contact;
7. Copies of letters received from SBPPPs in which they declined to bid;
8. A statement setting forth the facts with respect to each SBPPP bid received and the reason(s) any such bid was declined;
9. A statement setting forth the dates that calls were made to ConnDOT's Division of Contract Compliance seeking SBPPP referrals and the result of each such call; and



CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

POLICY NO. F&A-30

July 23, 2015

SUBJECT: Maximum Fees for Architects, Engineers, and Consultants

It is Department policy that maximum fees for architects, engineers, and consultants shall be in accordance with the provisions of Chapter 11 of United States Code Title 40, Part 36 of Title 48 of the Code of Federal Regulations (CFR) and 23USC 11 2(b)2:

Under the terms of these federal regulations, the Department "shall accept indirect cost rates established in accordance with the Federal Acquisition Regulations for 1-year applicable accounting periods by a cognizant Federal or State government agency...." and "....shall apply such rates for the purpose of contract estimation, negotiation, administration, reporting and contract payment and shall not be limited by administrative or defacto ceilings of any kind."

If a project, part of a project or, a new task based assignment (project) is federal funded, then the above stated requirements shall apply.

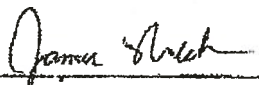
All new agreements that do not have federal funding will apply the requirements of Policy Statement No. EX.O.-33, dated June 25, 2015.

The below listed agreement and assignments **which contain the reference of GL 97-1** in their language shall be completed using the maximum limits contained in OPM's GL 97-1:

- Existing agreements that are supplemented after June 25, 2015
- Existing task based agreements
- New task based assignments (projects) that have no federal funding
- Extra work claims on existing agreements

This policy also applies to those entities (i.e., towns, utilities, etc.) that receive federal funding for any phase of a project.

(This Policy Statement supersedes Policy Statement No. F&A-30 dated April 12, 2006)


James Redeker
Commissioner

Mandatory State and Federal Requirements

1. **Executive Orders.** This Master Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. The Master Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. At the Municipality's request, the State shall provide a copy of these orders to the Municipality.

2. **Code of Ethics.** The Municipality shall comply with the policies set forth in Policy Statement Policy No. F&A-10 ("Code of Ethics Policy"), Connecticut Department of Transportation, June 1, 2007, attached hereto as **Schedule I**.

3. **Suspension or Debarment.** The Municipality agrees and acknowledges that suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

4. **Certification .**

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

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

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

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

Schedule H

<http://www.whitehouse.gov/omb/grants/forms/>, in accordance with its instructions. If applicable, Form SF-LLL shall be completed and submitted with the Master Agreement.

B. This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. The Municipality shall require that the language of this Certification be included in all subcontracts, sub-subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly. These completed Disclosure Forms-LLL, if applicable, shall be mailed to the Connecticut Department of Transportation, P.O. Box 317546, Newington, CT 06131-7546, to the attention of the project manager.

7. **Americans Disabilities Act of 1990.** This clause applies to municipalities who are or will be responsible for compliance with the terms of the Americans Disabilities Act of 1990 ("ADA"), Public Law 101-336, during the term of the master Agreement. The Municipality represents that it is familiar with the terms of this ADA and that it is in compliance with the ADA. Failure of the Municipality to satisfy this standard as the same applies to performance under this Master Agreement, either now or during the term of the Master Agreement as it may be amended, will render the Master Agreement voidable at the option of the State upon notice to the Municipality. The Municipality warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Municipality to be in compliance with this ADA, as the same applies to performance under this Master Agreement.

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

FEDERAL SINGLE AUDIT: Each Municipality that expends a total amount of Federal awards: 1) equal to or in excess of \$500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$500,000 shall be exempt for such fiscal year.

STATE SINGLE AUDIT: Each Municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$300,000 in any fiscal year shall be exempt for such fiscal year.

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



CONNECTICUT DEPARTMENT OF TRANSPORTATION POLICY STATEMENT

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

SUBJECT: Code of Ethics Policy

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

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

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

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

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

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

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546

To contact the Office of State Ethics:

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

Schedule I

DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

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

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

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

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

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

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

Training for DOT Employees

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

Important Ethics Reference Materials

Schedule J

TITLE VI CONTRACTOR ASSURANCES

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

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

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, Records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:
 - A. Withholding contract payments until the Contractor is in-compliance; and/or
 - B. Cancellation, termination, or suspension of the Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

M E M O R A N D U M

To: Bruce Chimento, Director of Public Works
Lisa Burns, Principal Engineer
Kathryn Hebert, DPW Administrative Services Manager
Robert Barron, Director of Management & Budgets
Chris Torre, Superintendent of Operations
Dilene Byrd, Administrative Assistant

From: Jessica C. Paladino, Waste Programs Manager

Date: July 8, 2016

Re: MSW and Recycling Report – June 2016

MSW Collection and Disposal				
Municipal Solid Waste (MSW)	Previous FY: Jun-15	Current FY: Jun-16	Change	FY 15/16 Cumulative
Curbside tonnage	1,317.77	1,329.91	0.9%	14,815.69
MSW tonnage out	2,039.54	2,152.38	5.5%	22,543.30
Transfer station operating fee	\$63,125.00	\$64,400.00	2.0%	\$772,800.00
Transport and disposal fee	\$171,321.36	\$182,952.30	6.8%	\$1,916,180.50
Curbside collection fee	\$84,883.75	\$87,430.25	3.0%	\$1,049,163.00
Total operating costs (less curbside)	\$234,446.36	\$247,352.30	5.5%	\$2,688,980.50

MSW Consolidated Budget	
FY 15/16 Budget	\$3,788,905.00
Amount expended	\$3,738,143.50
Percent remaining	1.3%

Recycling Collection				
Recycling Collection	Previous FY: Jun-15	Current FY: Jun-16	Change	FY 15/16 Cumulative
Curbside tonnage	725.27	776.26	7.0%	8,264.41
Transfer station tonnage	49.1	51.30	4.5%	500.67
Total monthly tonnage	774.37	827.56	6.9%	8,765.08
Curbside collection fee	\$82,400.00	\$84,872.08	3.0%	\$1,018,465.00

Recycling Budget	
FY 15/16 Budget	\$1,018,465.00
Amount expended	\$1,018,465.00
Percent Remaining	0.0%

MSW and Recycling Revenues				
MSW and Recycling Revenues	Previous FY: Jun-15	Current FY: Jun-16	Change	FY 15/16 Cumulative
Transfer station tip fees	\$42,452.00	\$43,174.75	1.7%	\$410,784.30
Recycling revenue (curbside)	\$12,692.23	\$13,584.55	7.0%	\$144,627.18
Recycling revenue (T.S.)	\$859.25	\$897.75	4.5%	\$8,761.73
Total revenues	\$56,003.48	\$57,657.05	3.0%	\$564,173.20

M E M O R A N D U M

To: Bruce Chimento, Director of Public Works
Lisa Burns, Principal Engineer
Kathryn Hebert, DPW Administrative Services Manager
Robert Barron, Director of Management & Budgets
Chris Torre, Superintendent of Operations
Dilene Byrd, Administrative Assistant

From: Jessica C. Paladino, Waste Programs Manager

Date: August 5, 2016

Re: MSW and Recycling Report – July 2016

MSW Collection and Disposal				
Municipal Solid Waste (MSW)	Previous FY: Jul-15	Current FY: Jul-16	Change	FY 16/17 Cumulative
Curbside tonnage	1,359.67	1,234.65	-9.2%	1,234.65
MSW tonnage out	2,142.07	1,941.43	-9.4%	1,941.43
Transfer station operating fee	\$64,400.00	\$65,625.00	1.9%	\$65,625.00
Transport and disposal fee	\$182,075.95	\$168,904.41	-7.2%	\$168,904.41
Curbside collection fee	\$87,430.25	\$90,053.17	3.0%	\$90,053.17
Total operating costs (less curbside)	\$246,475.95	\$234,529.41	-4.8%	\$234,529.41

MSW Consolidated Budget	
FY 16/17 Budget	\$3,856,888.00
Amount expended	\$324,582.58
Percent remaining	91.6%

Recycling Collection				
Recycling Collection	Previous FY: Jul-15	Current FY: Jul-16	Change	FY 16/17 Cumulative
Curbside tonnage	717.59	679.14	-5.4%	679.14
Transfer station tonnage	50.1	45.72	-8.7%	45.72
Total monthly tonnage	767.69	724.86	-5.6%	724.86
Curbside collection fee	\$84,872.08	\$87,418.17	3.0%	\$87,418.17

Recycling Budget	
FY 16/17 Budget	\$1,049,018.00
Amount expended	\$87,418.17
Percent Remaining	91.7%

MSW and Recycling Revenues				
MSW and Recycling Revenues	Previous FY: Jul-15	Current FY: Jul-16	Change	FY 16/17 Cumulative
Transfer station tip fees	\$35,771.65	\$33,314.40	-6.9%	\$33,314.40
Recycling revenue (curbside)	\$12,557.83	\$11,884.95	-5.4%	\$11,884.95
Recycling revenue (T.S.)	\$876.75	\$800.10	-8.7%	\$800.10
Total revenues	\$49,206.23	\$45,999.45	-6.5%	\$45,999.45

September 2016

DPW Project Review

Project	PM	Status
---------	----	--------

Bridges and Structures

1	James Street over Silvermine River	VV	URS. Const. post Perry Ave. Bridge. 70% Submission sent to DOT. DOT working on ROW impacts
2	Perry Avenue over Norwalk River	VV	Construction started on May 4th. Utilities being relocated. New pedestrian pattern in effect by July.
3	Glover Avenue Bridge	LB	State plans for interchange call for replacing bridge. Requesting funds in Cap. Budget to do foundation work and replacing railings.
4	DOT Coordination - MPky Main Avenue	LB	Work in progress
5	DOT Coordination - I-95 widening/Conn Av	LB	Completed.
6	CTDOT Burnell Bridge	LB	Completed.
7	CTDOT Rails Wall/Commerce RR Tunnel	LB	One-way detour commenced 8/22. 77 day construction phase.
8	CTDOT/MN Traction Station	LB	CTDOT requesting ROW at PD. Negotiating impacts with assistance of CC.

Building Management

9	City Hall - security notification system	AL	IT Dept is coordinating the project. Projected completion Dec 2016
10	City Hall - IT Center	AL	City/BoE IT equipment rooms relocated to FD HQ. Next - renovate existing room to code compliance.
11	City Hall - AC filtration system	AL	To be completed by September 2016
12	City Hall - roof replacement	AL	Common Council approved bids on 8/9/16. Mid Sept. start of Phase I construction. Completion by winter 2016. Additional Capital Budget allocation is required.
13	City Hall - community room	AL	Light fixtures replaced. Specs. for shelving restoration completed and will advertise for bids. IT Department completed PA equipment and will obtain video spec. Obtaining quotes for curtain.
14	Public Works Center - replace fire panels	AL	Start and complete project in Sept 2016
15	Public Works Center - upgrade heat controls	AL	Fan coil and thermostat replacement completed. Piping replacement in admin offices scheduled for fall 2016.
16	Main library - facade repairs and lighting retrofit	AL	Fall/winter 2016
17	Police headquarters - retaining wall repair	AL	Bids awarded. Project to be completed by September 2016
18	Ben Franklin - window repairs	AL	Completed window repairs. Window replacement project - reassessing project due to potential environmental hazardous materials.
19	Lockwood House - Fan Coil Replacement	AL	Assessing option for alternate design and/or fan coil unit to reduce costs. Thereafter rebid
20	Nathaniel Ely window replacement	AL	Assessing environmental testing requirements and schedule availability of time with daycare program
21	Historic Smith Street Jail restoration	AL	Project phased. Roof, gutters, window replacement and brick restoration completed. Working with Historical Commission to determine next phase for interior renovation.
22	LMMM - Phase II ADA improvements	AL	Received \$500,000 for Phase II ADA improvement. Will prepared bid spec. in fall 2016 spring 2017 construction

Drainage/Stormwater

23	General Drainage 2016	DB	In progress; ICW pavement management. West Norwalk Rd, East Beach, Splitrock Rd, etc.
24	Watercourse Maintenance	LB	Projects in development.
25	Drainage system map/GIS layer	RK	DPW crews regularly obtaining field info.
26	Stormwater Management Plan	MY	Resource-dependent. Working with Harbor Watch River Watch on 3 drainage systems.
27	Keeler Brook Watershed Project	MY	Counter Offer from property owner under review. Property acquisition needed to move project.
28	Metro-North Culverts - Bouton/Fitch	LB	Dependent on future funding.
29	East Beach drainage	DB	Road regrading plan completed.
30	Bouton Street	LB	All pipes cleared/operating. Structural solution not yet obvious.
31	Honeysuckle-Daphne Diversion	PS	Milone & MacBroom contract amendment work in Design Phase as of 10/8/2015. Design is progressing.
32	Culvert rehabilitation - Clinton Avenue	LB	City to keep watch on how improvements function since state work completed.
33	Charles Creek outfall repair	LB	Completed.
34	Localized flooding challenges	PS	Milone & MacBroom. Draft Drainage Manual delivered for review of department staff. Fodor Farm Project awarded to M. Rondano, Inc. at 8/9/2016 Common Council Meeting. Contract in Corp. Counsel Office.

Traffic

35	Traffic Signal Upgrade - Phase 3	MY	Semi-final plans submitted
36	Traffic signals at 4 locations	MY	Getting bid pkg ready to advertise. Awaiting inspection staff - Winter advertising
37	Traffic signal - Main Street and Wall	MY	Bid pkg ready to advertise. Awaiting inspection staff - Coord. with Wall Street design
38	Stuart and Route 1 (102-286)	MY	State preparing for September bid
39	Traffic Camera/Fiber Contract	MY	X-Per General Services. Annual contract to repair fiber and install traffic cameras.
40	Transportation Management Plan	MY	Route 123/Bartlett; Main Street/Cross under design as part of Item 35
41	Traffic Signal Upgrade - Phase 4	MY	RFQ in preparation

Roads

42	Pavement Management 2015	DB	Deering. Base Contract Value Completed. Amendment work is close to completion.
43	Pavement Management 2016	DB	FGB Construction Company: In Progress (approx. 80% of Base Contract Completed)
44	Road Reconstruction RD 2014-1	DB	Deering. Final Punch List Review in progress, prior to Final Payment
45	Permanent Repair (Patch) 2016	DB	Laydon Industries: Approx. 50% Complete
46	Cracksealing	DB	100% Complete
47	2015 Pavement Marking Contract	PS	Safety Marking. Work is progressing.
48	Annual roadway consulting services.	DB	VHB. In progress.
49	East Avenue Improvements (I/95-Winfield)	LB	Traffic study
50	Route 1 Improvements at East Ave	MY	State preparing for September bid
51	Washington St /SoNo Pedestrian Improvements	MY	Semi-final plans to be submitted for review after public comments
52	City Hall parking facilities	AL	Will be completed Spring '17.
53	Norwalk River Valley Trail - Phase 2	MY	Public info meeting - tentative - early October
54	Highland @ Flax Hill	MY	Accident Reduction Grant received and design phase to be scheduled

Sidewalks and Footpaths

55	Curbs & Sidewalks @Various Locations 2016	DB	RD2016-1: Deering Construction; 80% Complete
----	---	----	--

B

September 2016

56	Footpath rehabilitation	DB	Footpath replacement in conjunction with paving program: Tierney/Toilsome/Scribner. In Progress
----	-------------------------	----	---

Water Pollution Control Authority

57	Phase 2 WWTP Upgrade	LB	60% design completed. Project on indefinite hold.
58	SCADA/I&C	RK	Project Completed
59	Sammis Street Pump Station Replacement	RK	Punchlist.
60	WWTP sluice gate rehab	RK	Consultant selected, started design.
61	Beacon Street Interceptor Rehab	LB	Completed.
62	Contract Monitoring	LB	Completed.
63	Ely/Bouton Sewer Repair	LB	New pump station. Consultant selected.
64	Solids Handling Facility	LB	Conceptual design stage.
65	Main Lift Pumps	LB	Litigation on-going with Flowserve; contractor award made for pump replacement.
66	Keeler Brook PS Replacement	LB	Consultant selected.

Parking Authority

67	YDG façade improvements	KH	reviewing lighting aesthetic options with RDA and NAC
68	YDG elevator/stairwell ADA requirements	KH	waiting on proposals
69	SNRR Station joint/roof repairs	KH	waiting on proposals
70	Haviland Deck lighting/security camera upgrade	KH	waiting on proposals
71	Smartparking technology	KH	reviewing options for the Wall Street District

OTHER

72	SWRPA Regional GIS flight	SB	COMPLETED
73	LDA coordination - GGP-SoNo Collection	LB	Approval issued.
74	LDA coordination - POKO	LB	Under construction.
75	LDA coordination - DiScala	LB	Reviewing plans for option phase.
76	Waypointe - Paving and Streetscapes # 3	LB	Punchlist
77	Norwalk Linear Trail - P&Z Project	MY	P&Z Project to complete east side trail. DPW prel. Design submitted to DEEP Permit. 148 East Av
78	Norwalk Linear Trail - NRA Proj	MY	CTDOT to likely include in I-95 median project at no cost to city/40 Cross - add to NRVt bid
79	Landmark Square	LB	Bids exceed available budget. Proj on Hold. Coordinate w. Wall Str RR tunnel 2015
80	Wall/West/Belden/Mott Intersection	LB	Under design by NRA.
81	Flock Process Dam	LB	Design Completed. Conservation Dept to put out to bid this spring. Needs completion by October 2016
82	Transfer station - replace compactors	JP	Two Compactors have been replaced; Replacement of third compactor on hold.
83	Transfer station - siding replacement	VV	Completed
84	West Avenue Median Plantings	MY	Project plans - 80% complete. Advertising on hold per NRA
85	SRTS Roton School	MY	Semi-final design submitted
86	Route 1 at Main	LB	Highpointe - Road widening project

GIS/Technology

87	AVL Project	CT	AVL Project completed
88	E-Permitting	LB	3 forms completed
89	Camera Replacement Project	CT	Revised program being evaluated.
90	EDMS	LB	Received grant for implementation.



TO: Public Work Committee

FROM: Connie Blair, Customer Service Manager

Cc: Bruce Chimento, Director of Public Works

SUBJECT: Customer Service Calls and Requests July 1st – August 30th

DATE: August 31, 2016

The Customer Service Center received 1006 calls with 842 requests for service related to Public Works. Listed are amounts of requests received in each Public Works category, what number of service request remain in progress, and the number of requests completed.

Category:	In Progress	Completed	Total
<i>Drainage</i> Catch basin cleaning, and repair, culvert maintenance	7	18	25
<i>Engineering</i> Contractor trench, permit Inspections, paving	65	51	116
<i>Landscaping</i> Tree inspection and removal, tree pruning and cutbacks	13	128	141
<i>Ordinance Enforcement Officer</i> Illegal dumping, illegal signs, sidewalk litter	30	15	45
<i>Road</i> Potholes, curbing, and sidewalk repair	11	133	144
<i>Solid Waste</i> Recycling, garbage, stickered carts, recycling and garbage	5	272	277
<i>Traffic</i> Signals, signs, sightlines issues	26	59	85
		Public Work Total Request August 30, 2016	833