

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
5:00 PM EST**

**OCTOBER 11, 2016
COUNCIL CHAMBERS**

ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

*****SPECIAL MEETING*****

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting:

September 13, 2016

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

Vincent R. Hough, Oak Hills Park Authority

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

1. Appointment of Brian Candela as Assistant Corporation Counsel. **EXECUTIVE SESSION**
2. Authorize the Corporation Counsel to retain the law firm of Halloran & Sage LLP to provide legal counsel to the City regarding issues pertaining to the CT Department of Transportation's plans to reconstruct the Walk Bridge and ancillary issues. **EXECUTIVE SESSION**

B. CONSENT CALENDAR

VI. REPORTS: DEPARTMENTS, BOARD AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. FINANCE COMMITTEE

1. Accept and Approve the Report of the Claims Committee Dated:
August 10, 2016
September 15, 2016
2. For informational purposes only: Narrative on Tax Collections dated September 8, 2016.
3. For informational purposes only: Monthly Tax Collector's Report Dated:
July 31, 2016
August 31, 2016

B. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling to enter into an agreement with Norwalk Hospital Foundation for a Walk & Run to be held Saturday, April 29, 2017 from 6:00 AM – 12:00 Noon. Estimated attendance 2,000.
- 1b. Approve the use of the Show Mobile by the Norwalk Hospital Foundation for the Walk & Run to be held Saturday, April 29, 2017.
2. Authorize the Mayor, Harry W. Rilling to enter into an agreement with the Silvermine PTO for the use of Silvermine School grounds for a Fall Festival to be held Saturday, October 22, 2016 from 11:00 AM – 3:00 PM. Set up to take place Saturday, October 22, 2016 with tear down no later than 5:00 PM on Saturday, October 22, 2016. Estimated attendance 150+.
3. Approve the use of the Cranbury Park Pavilion I and immediate surrounding grounds by NAA Babe Ruth Girls Softball for an end of season picnic to be held Saturday, June 17, 2017 from 8:00 AM – 5:30 PM. Estimated attendance 250.
4. Approve the use of the Shea McGrath Sports Complex at Norwalk High School for MBI Marching Band Inc. for their U.S. Bands Home Show to be held Saturday, October 15, 2016 from 7:00 AM – 10:00 PM. Estimated attendance 1,500.
5. Approve the use of the Shea McGrath Sports Complex at Norwalk High School for the Mac Championship to be held Saturday, October 22, 2016 from 7:00 AM – 10:00 PM. Estimated attendance 1,500.
6. Authorize the Purchasing Director to issue a purchase order to Stantec Consulting Service Inc. for construction administration for Turf Field Conversion at Brien McMahon High School for an amount not to exceed \$18,500.00. Account #09176030-5777-C0568.

C. HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE

1. Authorize Combined Dispatch (NPD) to enter a contract with the low bidder A&R Electric Company to purchase and install a standby generator and connect it to a gas line currently at West Rocks Middle School for an amount not to exceed \$34,500. Account Number: 09153610-5777-C0517

D. PLANNING COMMITTEE

1. Approve the Financial Assistance Proposal for Waypointe Development – Phase II with DECD for public infrastructure improvements for a total cost of \$3,000,000.
2. Authorize the Mayor, Harry Rilling, to execute the Financial Assistance Proposal and all documents necessary to fully execute an Assistance Agreement with DECD for public infrastructure improvements for a total cost of \$3,000,000.

E. LAND USE AND BUILDING MANAGEMENT COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Scholar Painting, LLC for the Belden Main Library Exterior Wood Façade Restoration Project for a total not to exceed \$43,320.00. Funds are available from account #'s 0915 7100 5777 C0543 and 0916 7100 5777 C0133.
- 1b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$8,000.00.

F. PUBLIC WORKS COMMITTEE

1. Approve the discontinuance and abandonment of a portion of Bates Court as depicted on a map on file in the Department of Public Works for a fee of \$14,400.00 subject to a General Utility Easement.
2. Authorize the Mayor, Harry W. Rilling, to execute any and all necessary or desired documents in connection with the finalization of the discontinuance and release of the City's interests in the discontinued roadway, including a general release to release any interests that the City may have in the property comprising the abandoned portion of Bates Court as depicted on a map on file in the Department of Public Works for a fee of \$14,400.00.
3. RESOLVED that the Honorable Mayor Harry W. Rilling is hereby authorized to sign the Agreement entitled "Master Municipal Agreement for Right-of-Way Projects" with the State of Connecticut in accordance with letter dated June 27, 2014.
4. Authorize the Director of Public Works to execute Change Orders with Deering Construction, Inc. for Project PM2015-1 Pavement Management Program, for a sum not to exceed \$390,000.00

Account Numbers: 0916 5010 5777 C0516 Board of Education Account
0917 5010 5777 C0516 Board of Education Account

5. Authorize the Mayor to execute a Temporary Access Easement/Construction Easement at 1 Monroe Street with the State of Connecticut Department of Transportation for State Project #301-072 in accordance with the map on file with the City of Norwalk Department of Public Works subject to construction of an approximate 10-space parking lot at an adjoining location at no cost to the City of Norwalk.
6. Authorize the Mayor, Harry W. Rilling, to execute any and all necessary or desired documents in connection with the finalization of the discontinuance and release of the City's interests in the existing 15 foot Storm Sewer Easement located on 13 Day Street (Tax Lot 2-58-46-0) as depicted on a map on file in the Department of Public Works dated September 12, 2016, including a general release to release any interests that the City may have in the Easement.
7. Schedule a Public Hearing of Necessity for the abandonment/discontinuance of a portion of Hanford Place along the northern boundary of the Hanford Place Right-Of-Way at 13 Day Street (Tax Lot 2-58-46-0) as depicted on a map on file in the Department of Public Works dated September 12, 2016. 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, November 1, 2016 at 7:00 P.M. in Room 231, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

G. PERSONNEL COMMITTEE

1. Approve modification to Section G of the Pay Plan which will affect the salary of Registrar of Voters.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

OAK HILLS PARK AUTHORITY

M/C

Nwlk. Code 73-2

VINCENT R. HOUGH (D)

Term Expires – 06/24/2018

237 West Norwalk Road

Norwalk, CT 06850

**ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO
APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND
OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS
ARE SUBJECT TO THE AVAILABILITY OF FUNDS**

Mayor Rilling called the meeting to order at 7:37 p.m. and led those present in reciting the Pledge of Allegiance.

Ms. King, the City Clerk, read the notice stating that the meeting was being videotaped and audio recorded for public broadcast. She also stated that assisted listening devices were available.

I. ROLL CALL

Ms. King called the roll.

Council at Large: Mr. Richard Bonenfant

Mr. Bruce Kimmel, Council
President

District A: Ms. Eloisa Melendez
District B: Ms. Phaedrel Bowman
District C: Mr. John Kydes
District D: Ms. Shannon O'Toole-Giandurco
District E: Mr. John Igneri

Mr. Steven Serasis
Mr. Travis Simms
Ms. Michelle Maggio
Mr. Thomas Livingston

There was a quorum of eleven (11) present and four (4) absent (Corsello, DePalma, Hempstead, and Sacchinelli).

II. ACCEPTANCE OF MINUTES

Regular Meeting:

August 23, 2016

**** MR. SIMMS MOVED TO APPROVE THE MINUTES OF THE AUGUST 23, 2016 REGULAR MEETING.**

**** THE MOTION TO APPROVE THE MINUTES OF THE AUGUST 23, 2016 REGULAR MEETING AS SUBMITTED PASSED UNANIMOUSLY.**

III. PUBLIC PARTICIPATION

Mayor Rilling said that there had been an expectation that the Treetop Adventure at Cranbury Park issue would be included on the agenda. He went on to explain that after much discussion among the Council members, an administrative decision had been made to remove the item from the agenda. Mr. Simms said the Council had heard the public's concerns and the Committee members came to the conclusion that it was not in the best interest of the residents. The item will be sent back to the Recreation and Parks Committee. He said that the Recreation and Parks Committee would not be voting on the item, so it would die in Committee.

Ms. Debora Goldstein, of Osborne Avenue, came forward. Ms. Goldstein said that she was present to speak about Agenda Item 9, which had been postponed to a specific date by Mr. Simms. This item was tabled to the September 13th meeting in the March 22nd meeting minutes. She said that Mr. Simms did not move to send this item back to Committee. Mason's Rules does not allow for an item to be just sent back to Committee to die without further action.

Regarding the authorization of the Master Municipal Agreement for Preliminary Engineering Projects, Ms. Goldstein said that there were a number of ConnDOT projects that will be affecting Norwalk in the years to come. She would request that the Council to review the contract carefully to preserve whatever rights the Council still has for the residents. In the past, the Council has been reluctant to join other groups due to their concerns about losing sovereignty and ability to govern. The proposed agreement will sign away many of those same powers for the next ten years.

She urged the Council to review Article 7 that has to do with the design standards in the various engineering publications and suggested that the language be amended to include a clause reading "providing that the municipality shall have the right to request the exercise for any discretionary exception procedure outlined in the engineering publications, approval of which shall not be reasonable withheld by the DOT."

She also suggested that the Council carefully review the conflicts in Article 20 whereby the DOT determines the sole discretion to use the strictest standard when there is a conflict any of the paperwork or any of the manuals. She urged the Council to consider proposing a mutual negotiation of the acceptable standards in that case, not to be unreasonable withheld on either side.

There has been a great deal of conflict over these proposals and the residents have asked the Council to stand up for them over a variety of issues in the engineering contracts. She said that frequently, the Council finds its hands tied because they will lose the money because the Council or the administration does not have the authority in the issue. Ms. Goldstein cautioned the Council about signing away their authority over the contract for the next ten years without trying to preserve the power they have.

Mayor Rilling asked if there was anyone else who wished to address the Council on any matters on the agenda. Seeing none, he then closed the Public Participation portion of the meeting.

IV. MAYOR:

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

City of Norwalk
Common Council
Regular Meeting
September 13, 2016

APPOINTMENTS:

Joseph K. Passero, Zoning Commission, Regular
R. Richard Roina, Zoning Commission, Alternate

Joseph K. Passero

**** MS. O'TOOLE-GIANDURCO MOVED TO APPROVE THE APPOINTMENT OF MR. JOSEPH K. PASSERO, TO THE POSITION OF ZONING COMMISSION, REGULAR.**

Mr. Bonenfant said he could not support either appointments because neither of the candidates resides in District A. It is nothing personal. He said that he had submitted two names from District A and both of those had been shot down. The residents of District A should be upset that they have no representative on the Zoning Commission.

Mr. Serasis said that he would be abstaining from the vote and that he would be echoing Mr. Bonenfant and that he would like to see someone who was from the urban core. He mentioned a number of high density projects that are planned for the downtown area. . He said that he had no problems with the individuals but wanted the record to show why he was abstaining.

**** THE MOTION TO APPROVE THE APPOINTMENT OF MR. JOSEPH K. PASSERO, TO THE POSITION OF ZONING COMMISSION, REGULAR PASSED WITH NINE (9) IN FAVOR (KIMMEL, MELENDEZ, BOWMAN, SIMMS, KYDES, MAGGIO, O'TOOLE-GIANDURCO, IGNERI AND LIVINGSTON); ONE (1) AGAINST (BONENFANT) AND ONE (1) ABSTENTION (SERASIS).**

R. Richard Roina

**** MR. KYDES MOVED TO APPROVE THE APPOINTMENT OF MR. R. RICHARD ROINA TO THE POSITION OF ZONING COMMISSION, ALTERNATE.**

Mr. Kydes said that he was happy to see Mr. Roina stepping forward to help the City. Mr. Igneri then spoke highly of Mr. Roina. Ms. Maggio thanked Mr. Roina for his willingness to serve.

**** THE MOTION TO APPROVE THE APPOINTMENT OF MR. R. RICHARD ROINA TO THE POSITION OF ZONING COMMISSION, ALTERNATE PASSED WITH NINE (9) IN FAVOR (KIMMEL, MELENDEZ, BOWMAN, SIMMS, KYDES, MAGGIO, O'TOOLE-GIANDURCO, IGNERI AND LIVINGSTON); ONE (1) AGAINST (BONENFANT) AND ONE (1) ABSTENTION (SERASIS).**

The Mayor then congratulated the new Commissioners and invited them forward so that the City Clerk could administer the Oath of Office.

MAYOR'S REMARKS

September 14th, the Mayor will be officially opening the Norwalk Early Childhood Center at 10:00 AM

September 14th at from 3 to 6 p.m., there will be a Trades Fair at the South Norwalk Community Center in South Norwalk. The unions are looking for those who wish to enter one of the trade apprenticeship programs.

The naming of the Cranbury Park entry way will be formally named as "Joseph Côte Way" on Saturday at 10 a.m.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

Mr. Kimmel said that the 9/11 ceremony was excellent and he thanked Ms. King and her staff for their hard work on the ceremony.

Mr. Kimmel said that last week, the Finance Committee had the first of their yearly discussions on the Senior Tax Relief Credits. He said that he hoped that this would be a yearly increase.

Mr. Kimmel commended former Mayor Alex Knopp for his work in the CJEF case. Norwalk residents must do all they can to make sure that the ECS formula is changed. He said that he hoped that the issue regarding the fact that the education budget is based on property taxes also needs to be addressed.

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARD AND COMMISSIONS

A. CORPORATION COUNSEL

B. BOARD OF ESTIMATE AND TAXATION

**** MS. BOWMAN MOVED THE FOLLOWING ITEMS AS THE CONSENT CALENDAR:**

VII. COMMON COUNCIL COMMITTEES

A. PERSONNEL COMMITTEE

1. APPROVE THE UPDATED ASSISTANT CIVIL ENGINEER JOB DESCRIPTION.

B. ORDINANCE COMMITTEE

1. APPROVE PROPOSED ORDINANCE CHANGES ON NORWALK CODE CHAPTER 15, ANIMALS AND FOWL.
2. APPROVE PROPOSED ORDINANCE CHANGES ON NORWALK CODE CHAPTER 96, EXCAVATION AND ENCROACHMENT IN PUBLIC STREETS AND GROUNDS.

C. LAND USE AND BUILDING MANAGEMENT

- 1a. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A CONTRACT WITH HOFFMAN LANDSCAPES INC. FOR THE OAK HILLS PARK FOUNTAIN GARDEN AND GREAT LAWN IMPROVEMENT PROJECT FOR A TOTAL NOT TO EXCEED \$190,000. ACCT. #09151340 5799 C0558
- 1b. AUTHORIZE THE OFFICE OF BUILDING MANAGEMENT TO ISSUE CHANGE ORDERS ON CONTRACT FOR A TOTAL NOT TO EXCEED \$10,000.
2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT TO MCNEIL DESIGN COLLABORATIVE, INC.'S DESIGN SERVICES CONTRACT FOR OAK HILLS PARK IMPROVEMENT PROJECT FOR ADDITIONAL DESIGN SERVICES FOR A TOTAL NOT TO EXCEED \$7,000. ACCT. #09151340 5799 C0558"
- 3a. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH SILVER PETRUCELLI ASSOCIATES TO PROVIDE ARCHITECTURAL DESIGN SERVICES FOR THE WEST ROCKS SCHOOL EXTERIOR WINDOWS AND DOORS REPLACEMENT PROJECT FOR A TOTAL NOT TO EXCEED \$67,525.00. ACCT. #09175010 5777 C0566
- 3b. AUTHORIZE A CONTINGENCY FOR ADDITIONAL SERVES AS MAY BE REQUIRED FOR A TOTAL NOT TO EXCEED \$6,700.
5. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO THE ERGONOMIC GROUP FOR LAPTOPS AND DESKTOP COMPUTERS FOR SCHOOLS FOR A TOTAL NOT TO EXCEED \$84,600.00. ACCOUNT # 0917-5010-5777-C0112

6. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO APPLE STORE FOR EDUCATION INSTITUTION FOR THE PURCHASE OF MACBOOKS AND IPADS FOR SCHOOLS FOR A TOTAL NOT TO EXCEED \$24,961.00. ACCOUNT #09175010-5777-C0112

7. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO CDW-G FOR THE PURCHASE OF CHROMEBOOKS, CARTS, HEADSETS AND TABLETS FOR SCHOOLS FOR A TOTAL NOT TO EXCEED \$151,206.00. ACCOUNT # 09175010-5777-C0112

8. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO HOVERCAM FOR THE PURCHASE OF TV MONITOR AND CAMERAS FOR SCHOOLS FOR A TOTAL NOT TO EXCEED \$2,136.00. ACCOUNT # 0917-5010-5777-C0112

9. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO SCHOOL OUTFITTERS FOR THE PURCHASE OF CHROMEBOOK TECH TUBS FOR SCHOOLS FOR A TOTAL NOT TO EXCEED \$4,826.50. ACCOUNT # 09175010-5777-C0112

10. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO BLACK ROCK TECHNOLOGY GROUP FOR THE PURCHASE OF LOGITECH KEYBOARD FOR SCHOOLS FOR A TOTAL NOT TO EXCEED \$1,368.75. ACCOUNT # 0917-5010-5777-C0112

D. PLANNING COMMITTEE.

1. AUTHORIZE THE MAYOR TO SIGN THE MAYORAL CERTIFICATION FOR THE PY41 CAPER.

2. APPROVE THE ADVANCEMENT OF THE PY41 CAPER TO HUD.

E. PUBLIC WORKS COMMITTEE.

1. 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. 09-13-403105777-C0514.

2. 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. 09-17-4031-5777-C0313.

7. AUTHORIZE THE PURCHASING AGENT TO ISSUE A SOLE SOURCE PURCHASE ORDER TO CARGILL FOR TREATED ROAD SALE FOR SNOW AND ICE CONTROL, PRICING NOT TO EXCEED \$88.87 PER TON FOR NORMAL AND AFTER-HOUR DELIVERIES EFFECTIVE FOR THE 2016-2017 WINTER SEASON. ACCOUNT NO. 01-40-25-5322.

F. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH THE "EXCHANGE CLUB OF NORWALK" TO CONTRACT FOR THE PARKING AT CALF PASTURE BEACH, SHADY BEACH, MARVIN SCHOOL AND TAYLOR FARM FOR THE ANNUAL NORWALK INTERNATIONAL IN WATER BOAT SHOW TO TAKE PLACE ON THURSDAY, SEPTEMBER 22, 2016 THROUGH SUNDAY, SEPTEMBER 25, 2016 FOR A SUM NOT TO EXCEED \$4,500. ACCOUNT # 016027-5258.

**** THE MOTION TO APPROVE THE CONSENT CALENDAR PASSED UNANIMOUSLY.**

VII C 4. Authorize the Purchasing Agent to issue a Purchase Order to CBS - Connecticut Business System for the purchase of Smart Boards and projectors for schools for a total not to exceed \$65,994.00. Account # 0917-5010-5777-C0112

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

Mr. Livingston said that this was one of a number of items that had been presented to the Committee by the BOE IT. Mr. Kimmel asked Mr. Valenzisi to come forward. Mr. Kimmel stated that he was uncomfortable with voting on items that have a direct impact on the delivery of curriculum to the students. The BOE makes a general allocation for IT and Mr. Kimmel wanted to know if the BOE had considered the detailed allocations. Mr.

Valenzisi said that the Capital budget is allocated into various categories such as projection systems and so on.

Mr. Kimmel asked if the BOE was aware that they would be spending \$65,994.00 on the Smart Boards. Mr. Valenzisi said they were and that most of the purchases were on the State vendor list. Mr. Kimmel pointed out that while the BOE allocated the funding, but the Council is in the position of saying no on the purchases and wreck havoc on the schools. He said that there were questions about whether this was legal and in compliance with State Law. This discussion has been held before. Mr. Kimmel added that even though he has questions, he would be supporting the item.

Mr. Serasis said that he agreed completely with Mr. Kimmel. He said that he had concerns that that District was using both Apple and Chromebooks. He wondered how the video made on a closed Apple device would be transferred to a different platform.

Mr. Valenzisi said that Mr. Kimmel 's points were very good and that the infrastructure was the backbone of the system. He said that he would bring it back to the Board and see if a committee can be set up. Mr. Kimmel said that as technology moves forward, the Council is gaining more control over the curriculum via the technology. He said that the Council and the BOE need to figure out a way through this type of situation.

Atty. Coppola explained that the reason the item came to the Council was because the City's Technology Department was involved in the purchases. Mr. Valenzisi pointed out that it was a Capital expense and had been reviewed by the subcommittees. Atty. Coppola pointed out that the City's IT Committee is involved in making the recommendations. Mr. Valenzisi said that he confers with Ms. DelVecchio on a regular basis and he is also a member of a subcommittee.

Mr. Serasis said that he would like to have more information from the IT Committee discussion about these types of purchases in order to make a qualified vote. Mr. Valenzisi said that in the past, when items like Smart Boards were purchased, he arranged tours to show what the Smart Board could do at the various schools.

**** THE MOTION PASSED UNANIMOUSLY.**

VII C 11a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Power Point Energy for the Belden Main Library energy efficient lighting retrofit project. Terms of the agreement shall include the following:

- Total Project Cost - not to exceed \$152,980
- Projected incentive amount - \$96,012
- Net cost to the City to be financed by Eversource - \$56,968

11b. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply and receive energy incentive funds from Eversource for the Belden Main Library efficient lighting retrofit project.

11c. Approve to establish a contingency fund in the amount of \$8,000 to cover project related expenditures. Acct. # 09157100 5777 C0149

**** MR. LIVINGSTON MOVED AGENDA ITEMS 11a, 11b AND 11c.**

**** MR. LIVINGSTON MOVED TO AMEND THE FOLLOWING FROM:**

11b. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY AND RECEIVE ENERGY INCENTIVE FUNDS FROM EVERSOURCE FOR THE BELDEN MAIN LIBRARY EFFICIENT LIGHTING RETROFIT PROJECT.

TO:

11b. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY AND RECEIVE ENERGY INCENTIVE FUNDS AND FINANCING FROM EVERSOURCE FOR THE BELDEN MAIN LIBRARY EFFICIENT LIGHTING RETROFIT PROJECT.

Mr. Livingston said that the lighting at the Belden Street Library would be replaced with more efficient lighting that will reduce the electric bill and will pay for itself in 1.7 years. He went on to explain that the amendment simply allowed the Mayor to sign the financial documents.

Mr. Bonenfant said that he believed that the project would pay for itself in 1.7 years and would reduce the electric bill.

Mr. Kydes said that this would reduce the out of pocket cost for the City. This is the same company that replaced the lights in City Hall and it has worked out well.

Mayor Rilling thanked Mr. Kydes and others who were involved in identifying issues like this and said that he was pleased to see Norwalk becoming a Green City. Mr. Simms also spoke about how he believed that the City should have more solar energy. He said that he had recommended some of these changes years ago and would like to see the schools also using solar energy.

**** THE MOTION TO APPROVE AGENDA ITEMS 11a, 11b AND 11c AS AMENDED PASSED UNANIMOUSLY.**

VII E3. Approve the necessity for the abandonment/discontinuance of a portion of Bates Court beginning at the northwesternly 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.

**** MR. IGNERI MOVED THE ITEM.**

Mr. Igneri said that this item was to appoint Freeholders to review the parcel to determine the value and schedule a public hearing.

Mr. Bonenfant said that his comments would apply to Agenda Items E4 and E5 also. He pointed out that one of the parcels involved a quarter acre of land and was being sold for \$35,000. He said that if the developers get their way and bypasses the bidding process because they are the abutting neighbor, they should pay a premium price.

He also commented that these items had not gone to public hearing yet, but were already on the agenda for the Zoning Commission.

**** THE MOTION TO APPROVE THE ITEM PASSED WITH TEN (10) IN FAVOR (KIMMEL, MELENDEZ, BOWMAN, SIMMS, KYDES, MAGGIO, O'TOOLE-GIANDURCO, IGNERI, SERASIS AND LIVINGSTON); AND ONE (1) AGAINST (BONENFANT).**

VII E4. 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 northwesternly 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, to 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, Second Floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

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, to 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, Second Floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

**** MR.IGNERI MOVED THE ITEM.**

Mr. Igneri said that after approving the necessity of having the Freeholders review the abandonment, this item would schedule a public hearing to hear the Freeholder's Report.

**** THE MOTION TO APPROVE THE ITEM PASSED WITH TEN (10) IN FAVOR (KIMMEL, MELENDEZ, BOWMAN, SIMMS, KYDES, MAGGIO, O'TOOLE-GIANDURCO, IGNERI, SERASIS AND LIVINGSTON); AND ONE (1) AGAINST (BONENFANT).**

VII E5. Schedule a Public Hearing for Tuesday, October 4, 2016 at 7:15 P. M. in Room 231, Second Floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT to consider the sale of the excess City owned 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. The Public Hearing shall be conducted in order to hear all parties interested in commenting on the sale of this parcel to the abutting property owner or its affiliate for the appraised value of \$35,900.00, to determine if the sale is in the best interests of the city and to take such action on said report that the committee may deem advisable.

**** MR.IGNERI MOVED THE ITEM.**

Mr. Igneri said that this public hearing was being held in order to hear all parties interested in commenting on the sale of this parcel to the abutting property owner or its affiliate for the appraised value of \$35,900.00, to determine if the sale is in the best interests of the city and to take such action on said report that the committee may deem advisable.

Ms. Bowman said that she was on the Committee and that the Committee had requested that the staff check with all the Department heads to see if any of them had any use for the land. The public hearing will allow anyone who is opposed to comment at that time.

Mr. Serasis asked if the hearing would address the issue about paying a premium price that Mr. Bonenfant mentioned. Mr. Lo came forward and explained that one of the first things that is done is by the staff is to determine whether the parcel is buildable. He said that the parcels are not automatically offered to the abutting property owner. He then outlined the process for the Council Members and pointed out that if it went out to bid, someone might purchase it that has a different proposal. His recommendation was to have the public hearing to decide whether to sell the parcel or not. After that, the administration decides which proposed uses and prices were acceptable. Typically, the dollar amount is not included in the agenda item. A minimum price may be included, but it depends on what the proposed use may be. The City needs to get the best benefit from the proposal, whether it is use or price.

**** THE MOTION TO APPROVE THE ITEM PASSED WITH TEN (10) IN FAVOR (KIMMEL, MELENDEZ, BOWMAN, SIMMS, KYDES, MAGGIO, O'TOOLE-GIANDURCO, IGNERI, SERASIS AND LIVINGSTON); AND ONE (1) AGAINST (BONENFANT).**

VII E6. Resolve that the Honorable 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.

**** MR. IGNERI MOVED THE ITEM.**

Ms. Maggio said that she understood that this was just a contract to allow the department heads to agree on various terms of the project without having to go back to the Mayor or the Council on every detail. She did not think it would cause the Council to give up control on various small projects around the City.

Mr. Bruce Chimento came forward and said that Ms. Maggio was correct and that the City can negotiate with the State and also allows the City to receive grants and aid for various different items such as traffic control items. These contracts all go through the DPW committee, just like the replacement of the West Rock Road bridge over the Merritt Parkway. The Walk Bridge is much too large a project and would not be part of this.

Mr. Serasis asked if the City did not sign this contract, they would not be able to negotiate any part of the project. Mr. Chimento said that the City would have to remain "hands off".

Mr. Serasis asked if the City would be able to apply for grant funding if they did not sign the contract. Mr. Chimento said that this was correct.

**** THE MOTION PASSED UNANIMOUSLY.**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were no resolutions from the Council to consider at this time.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were no motions postponed to a specific date at this time.

X. SUSPENSION OF RULES

There were no suspensions of the rules to consider at this time.

XI. ADJOURNMENT

**** MR.IGNERI MOVED TO ADJOURN.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:38 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

D

Vince Hough
237 West Norwalk Road
Norwalk, CT 06850
860-748-3588

Summary

I retired from full-time employment in October 2013, after 17 years with IBM. Since then I have been busy with consulting work, volunteering and management of my rental real estate properties. I am currently writing a book on Residential Solar Energy, which I plan to publish as an eBook later this year. I have been a resident of Norwalk, CT since 2005.

Professional Experience

- | | |
|---|--------------|
| ▪ Ceryx, Inc., <i>Business Development Consultant</i> | 2014 to 2015 |
| ▪ IBM Corporation | 1996 to 2013 |
| ○ <i>Client Project Executive</i> | |
| ○ <i>Business Development Executive</i> | |
| ○ <i>Account Manager</i> | |
| ▪ Chase Manhattan Bank, <i>Vice President, Strategy</i> | 1986 - 1995 |
| ▪ Coopers & Lybrand, <i>Management Consultant</i> | 1985 - 1986 |
| ▪ McKinsey & Company, <i>Management Consultant</i> | 1982 - 1985 |

Education

- Certificate in Non-Profit Leadership, University of Connecticut, Hartford, CT.
- Masters in Business Administration, NYU Stern School of Business, NY, NY.
- Bachelor of Arts, Manhattan College, NY, NY.

Volunteer Activities

- Person-to-Person, Darien, CT
- Open Door Shelter, Norwalk, CT
- Board of Outreach, First Congregational Church of Darien, CT
- White Oak Townhouse Condominium Association, *President*.

AUGUST 10, 2016

AGENDA

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED
CLAIMS COMMITTEE

CHAVARRIA AGUIRRE CONSTRUCTION LLC
FINANCIAL SER VEH TRUST
GOMEZ-CORREA CLAUDIA PAT
JALBERT RICHARD PATRICK
KONSTANTIN NEAL ANATOLE
NISSAN INFINITI LT
NISSAN INFINITI LT
NISSAN INFINITI LT
SIGNORE JOSEPH JR
TODORO DALE ALLAN

APPROVED BY
TAX COLLECTOR

15-MV-311447 (\$143.81)
14-MV-404504 (\$190.03)
13-MV-325073 (\$11.83)
15-MV-332150 (\$19.22)
14-MV-334800 (\$19.67)
14-MV-345741 (\$160.04)
14-MV-345756 (\$35.14)
14-MV-345555 (\$271.34)
14-MV-358469 (\$12.92)
15-MV-363203 (\$35.03)

REPORTED TO
CLAIMS COMMITTEE

PRORATION / OVERPAYMENT
PRORATION
PRORATION
PRORATION
PRORATION
PRORATION
PRORATION
PRORATION
PRORATION
PRORATION

BRONITSKY MICHAEL P

KIRSON JOANNE

PAPAKOSMOS IOANNIS & LAMBRINI

14-RE-103277 (\$197.18)
14-RE-114039 (\$4,081.72)
13-RE-120383 (\$425.00)
14-RE-120359 (\$425.00)

GARAGE ESCROWED W/BANK
PAID IN ERROR- PROPERTY SOLD
ABATE SEWER FEE
ABATE SEWER FEE

SPECIAL REQUEST

TWENTY-FIVE GLOVER PARTNERS LLC
RE: 801 MAIN AVE

(\$111,088.18)
13-RE-127559 (\$55,181.34)
14-RE-127524 (\$55,906.84)

COURT STIP JUDGEMENT- TAX APPEAL
COURT STIP JUDGEMENT- TAX APPEAL

VII. A

SEPTEMBER 15, 2016

AGENDA

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED
CLAIMS COMMITTEE

ALEXANDER, COLIN DEXTER

ANDERSON, LEROY JR.

ARAUJO, SANZIU H

ARNOLD, RICHARD JOSEPH

ARMAS, LIZBETH YESENIA

BABIYCHUCK, OKSANA

BAILEY, DEBORAH L

BLETSA, DIMITRIOS

BRAUN, FRANCIS A JR

BUTTERS, GAIL H

CAB EAST LLC

CALDERON, NORMA

CANAHUL, EDWIN R

CORONA-CORONA, ANGELICA M

CVA AMERICAN HONDA MOTOR CO INC

DAIMLER TRUST

DAIMLER TRUST

DAIMLER TRUST

DOROJA, CHRISTOPHER C

APPROVED BY
TAX COLLECTOR

15-MV-301117 (\$565.50)

15-MV-301946 (\$79.81)

15-MV-302408 (\$103.66)

14-MV-302512 (\$74.08)

15-MV-302723 (\$21.62)

15-MV-303408 (\$50.38)

15-MV-303540 (\$183.53)

14-MV-305461 (\$120.37)

15-MV-306583 (\$11.65)

15-MV-307696 (\$26.36)

14-MV-307954 (\$44.10)

15-MV-308910 (\$32.00)

15-MV-309215 (\$39.25)

15-MV-313560 (\$17.20)

14-MV-314260 (\$485.82)

15-MV-314935 (\$143.29)

15-MV-314823 (\$143.67)

15-MV-314858 (\$86.93)

14-MV-403167 (\$33.50)

15-MV-315241 (\$187.89)

REPORTED TO
CLAIMS COMMITTEE

OVERPAYMENT

PRORATION

PRORATION

PRORATION

PRORATION

PRORATION

PRORATION

PRORATION

PRORATION

PRORATION

PRORATION

PRORATION

PRORATION

PRORATION

PRORATION

PRORATION/OVERPAYMENT

PRORATION

PRORATION

PRORATION

PRORATION

PRORATION

SEPTEMBER 15, 2016

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED
CLAIMS COMMITTEE

REPORTED TO
CLAIMS COMMITTEE

APPROVED BY
TAX COLLECTOR

DOROJA, CHRISTOPHER C	15-MV-315243 (\$252.85)	PRORATION
	15-MV-315244 (\$126.84)	PRORATION
DEORIO, MEGAN M	15-MV-316375 (\$17.46)	PRORATION
DEORIO, JEFFREY T	15-MV-316370 (\$22.14)	PRORATION
DIAS, RALPH JOEL	15-MV-316837 (\$119.79)	OVERPAYMENT / PRORATION
DOHERTY, FRANCIS A / GRACE CATHERINE	14-MV-317193 (\$53.95)	PRORATION
DONNELLY, MARY J	14-MV-317404 (\$21.75)	PRORATION
DOSMAS, CARINE DUMEZIL	15-MV-317867 (\$11.65)	PRORATION
DOS SANTOS, JURANDY P	15-MV-317860 (\$10.38)	PRORATION
EICHHOLTZ, JONATHAN D	14-MV-318973 (\$102.83)	OVERPAYMENT
FINANCIAL SERVICE VEH TRUST	15-MV-321608 (\$90.80)	PRORATION / OVERPAYMENT
FINANCIAL SERVICE VEH TRUST	15-MV-321515 (\$139.13)	PRORATION / OVERPAYMENT
FELIU, RICARDO	15-MV-320880 (\$36.05)	PRORATION
FESTO, GEORGE P	15-MV-321092 (\$53.25)	PRORATION
FLANAGAN, THOMAS K	15-MV-322065 (\$276.44)	PRORATION
FRALEY, CHARLOTTE Y	15-MV-322722 (\$10.63)	PRORATION
FUEGNER, PAUL R	15-MV-323116 (\$110.17)	PRORATION
GALEANA-GARCIA, ISMAEL	15-MV-300994 (\$90.00)	OVERPAYMENT
GORDON, FLORENCE A	15-MV-325756 (\$43.80)	PRORATION / OVERPAYMENT
GOYAL, RAJAT	15-MV-325531 (\$67.86)	PRORATION
GUARNIERI, LORENZINA FRAN	14-MV-326254 (\$35.54)	PRORATION

<u>CLAIMS COMMITTEE</u>	<u>TAX COLLECTOR</u>	<u>CLAIMS COMMITTEE</u>
MONACO RUSSELL AND DEBRA RE: 37 BLUE MOUNTAIN	(\$615.00)	ABATED SEWER FEE PER WPCA ABATED SEWER FEE PER WPCA
PIERRE, GERMAIN RE: 11 NORDEN PL		OVERPAYMENT
ROY, EUNICE M RE: 27 RANGE RD	(\$615.00)	ABATED SEWER FEE PER WPCA ABATED SEWER FEE PER WPCA
STIRLAND KIRK C & BABETTE N RE: 13 CRAW AVE		ADJ SEWER USE FEE PER WPCA
TARANTO JOHN & DOBSON SERENITY D RE: 77 MURRAY ST		PAID IN ERROR
TECHNOLOGY PLAZA LLC RE: TECHNOLOGY PLAZA		ABATED SEWER USE FEE PER WPCA
VIELE, BEVERLY B RE: 24 DEVILS GARDEN RD	(\$615.00)	ABATED SEWER USE FEE PER WPCA ABATED SEWER USE FEE PER WPCA
WILTON AVE LLC RE: 26 WILTON AVE		INTEREST ADJUSTED
2 TAFT ST LLC RE: 2 TAFT ST	(\$2,878.00)	ADJUSTED SEWER FEE PER WPCA ADJUSTED SEWER FEE PER WPCA

VAULT TRUST

BILL	PLATE	MODEL	VIN#	AMOUNT
14-MV-365971	1AEHJ9	2014/JEEP	1C4RJFBG1EC319477	\$ 240.20
14-MV-365975	110YVJ	2011/JEEP	1J4RR4GG5BC737956	\$ 394.31
14-MV-365977	143VWJ	2011/JEEP	1J4AA2D1XBL591692	\$ 308.90
14-MV-365978	186VY	2012/JEEP	1C4PJMAK4CW104544	\$ 330.05
14-MV-365982	203ZKO	2012/JEEP	1C4RJFAG8CC270339	\$ 210.22
14-MV-365984	249YYO	2012/JEEP	1C4AJWAG3CL138182	\$ 253.05
14-MV-366002	377ZVG	2013/CHEV	1GNSKJ7E7DR181481	\$ 124.67
14-MV-366014	403YXT	2011/CHEV	1GCNKP038Z435529	\$ 350.39
14-MV-366016	407YXT	2012/CHEV	2GNFLCEK7C6123682	\$ 61.87
14-MV-366023	460YVY	2012/BUIC	1G4GF5E39CF116856	\$ 325.16
14-MV-366045	598YMX	2011/CHEV	1GNSKDFJ1BR233949	\$ 508.87
14-MV-366050	694ZAE	2012/JEEP	1C4RJFAG1CC273969	\$ 336.24
14-MV-366055	739YUL	2011/JEEP	1J4AA2D10BL591684	\$ 377.66
14-MV-366067	825YZP	2012/JEEP	1C4BJWEG6CL192414	\$ 158.16
14-MV-366073	812ZCV	2012/JEEP	1C4RJFAG6CC245164	\$ 336.24
14-MV-366077	934ZZL	2014/CHEV	1G1PA5SGXE7117420	\$ 284.31
14-MV-366079	940ZCV	2012/JEEP	1C4RJFAG2CC249468	\$ 462.27
14-MV-366094	639ZKU	2012/GMC	1GKKVREDXCJ152011	\$ 95.63
14-MV-366095	7ADEB4	2011/JEEP	1C4RJFAG6DC630340	\$ 231.22
14-MV-366096	774ZAM	2012/JEEP	1C4RJFAG6CC140009	\$ 378.07
14-MV-366100	0APBB1	2015/GMC	1C4RJFAG6CC140009	\$ 331.09
14-MV-366125	461ZHL	2012/CHEV	2GNALDEK8C6331439	\$ 249.82
14-MV-366152	7454DA	2014/CHEV	3GCUKSEFC2EG453193	\$ 272.61
14-MV-366154	106YLN	2011/CADI	1G6DS5ED6B0168705	\$ 431.27
14-MV-366155	132YLN	2012/CADI	3GYFNDE37CS566637	\$ 230.82
14-MV-366167	574ZCM	2012/CADI	1G6DH5E59C0134492	\$ 157.30
14-MV-366168	6ADB15	2014/GMC	1GKKVSKD0EJ167812	\$ 258.67
14-MV-366170	651YXX	2011/CADI	1GYS4CEF5BR143448	\$ 643.10
TOTAL				\$ 8,342.17

VAULT TRUST

BILL	PLATE	MODEL	VIN#	AMOUNT
14-MV-366173	913ZD	2013/BUICK	1G4PS5SKXD4224472	\$ 91.49
14-MV-366184	147YWH	2011/JEEP	1J4NF1FB3BD0202131	\$ 195.01
14-MV-366186	167YWH	2012/DODGE	1C4SDJCT7CC104576	\$ 514.80
14-MV-366188	173YWH	2012/JEEP	1C4PJMFK3CW118606	\$ 468.31
14-MV-366211	383ZLS	2012/JEEP	1C4PJMAK2CW177959	\$ 179.98
14-MV-366218	402ZCH	2012/JEEP	1C4RJFAG4CC156743	\$ 378.07
14-MV-366225	445ZCH	2012/JEEP	1C4RJFAG8CC203031	\$ 252.05
14-MV-366229	484ZCH	2012/JEEP	1C4RJFAG2CC244612	\$ 378.07
14-MV-366240	677ZWH	2013/DODGE	1C3CDFBA5DD292936	\$ 126.13
14-MV-366252	712ZRR	2013/JEEP	1C4RJFCT2DC590073	\$ 249.27
14-MV-366269	978ZDZ	2012/JEEP	1C4RJFAG2CC274788	\$ 252.05
14-MV-366277	201ZAF	2012/JEEP	1C4RJFBG2CC200219	\$ 615.51
14-MV-366278	393ZSO	2012/JEEP	1C4RJFAG1CC225260	\$ 293.90
14-MV-366284	560YWO	2011/JEEP	1J4PN2GK8BW577761	\$ 306.48
14-MV-366285	575YWO	2011/JEEP	1J4RR4GG6BC657419	\$ 236.69
14-MV-366293	818ZNA	2012/JEEP	1C4NJDEB1CD715581	\$ 84.94
14-MV-366294	897YYN	2012/JEEP	1C4RJFCG5CC175489	\$ 436.11
14-MV-366307	577ZWO	2013/GMC	2GKFLTEK5D6295546	\$ 269.50
14-MV-366319	595ZBV	2012/BUIC	5GAKVCED6C1249619	\$ 198.93
14-MV-366320	599ZTW	2013/BUICK	1G4PR5SK9D4154801	\$ 264.28
14-MV-366338	390YJA	2011/GMC	1GKKVRED4B1182913	\$ 470.13
14-MV-366340	430WXH	2012/CHEV	1GNKVLED2C1215585	\$ 228.28
14-MV-366342	528YU	2011/JEEP	1J4NF4GB2BD282327	\$ 162.08
14-MV-366347	757YKB	2011/GMC	1GKS2EEF2BR136467	\$ 510.39
14-MV-366352	9AFVV9	2013/CHEV	1G11C5SA1DF218197	\$ 58.76
14-MV-370916	271ZHP	2012/FIAT	3C3CFFH6CT316302	\$ 178.33
TOTAL				\$ 7,399.54



CITY OF NORWALK, DEPARTMENT OF FINANCE
Tax Collector's Office

P: 203-854-7731 / F: 203-854-7770

125 East Avenue Room 105
Norwalk, Connecticut 06851
www.norwalkct.org

To: Mayor Harry Rilling; Board of Estimate and Taxation; Finance & Claims Committee
From: Lisa Blagiarelli, Tax Collector
Date: September 6, 2016
Re: Narrative for August, 2016 Tax Collector's Reports

This report will cover two separate spreadsheets prepared by our department to cover taxes collected as follows: First, during the first two months of the new fiscal year; and then, to recapitulate and conclude examination of our 'sixty day' collection update for the immediately concluded fiscal year that ended on June 30, 2016.

Relative to the new fiscal year: through the end of August, 2016, the first two months of the fiscal year, we collected more than \$156 million, or 51.66% of our \$302 million adjusted tax levy. In addition, as of the end of August 2016, we collected nearly \$7.7 million of our sewer use levy, or 50.08%. We also collected 76.44% of the year's IPP (Industrial Pretreatment Program) fee on behalf of the Water Pollution Control Authority. Compared with last fiscal year, we are slightly ahead relative to current taxes (.32%) and very slightly behind relative to current sewer use collections (.05%). Also through the month of August, 2016, we collected more than \$1.9 million (net) in back taxes, interest, lien fees and other fees.

2015 grand list tax bills were mailed on Friday, June 17 and the last day on which to pay those taxes without penalty was Monday, August 1. There were no issues relative to either the mailing or the billing beyond the issue previously identified involving bad addresses and problems stemming from the data conversion at the state of Connecticut Department of Motor Vehicles. As a new consequence of the data and systems conversion that the DMV undertook last summer, some Connecticut taxpayers may have received motor vehicle tax bills from the wrong municipality this summer and this coming winter. If anybody receives a motor vehicle tax bill from a town where they do not reside or have a vehicle garaged, they will need to contact *the Assessor in the town that issued the incorrect bill* in order that the bill may be transferred to the proper town for proper billing. This will be an issue going forward into the fall and winter. We will identify more accounts once we attempt to send delinquent notices, and as more and more taxpayers who were improperly billed face compliance issues at the DMV when their registrations fail to renew.

Delinquent notices are called 'demand notices,' because we are required by law to demand payment before pursuing collection enforcement. These notices are at the printers now and will be mailed in mid September.

With regard to the end of the prior fiscal year, as part of the end of year wrap up, our external auditors and Finance Department officials calculate for accounting purposes our tax collections on the immediately prior grand list for the sixty days (through the end of August 2016) following the end of the fiscal year (June 30.) Those figures show that through August 31, 2016, we collected 99.40% of our current tax levy on the 2014 grand list; 99.5% of our adjusted sewer levy, and 91.34% of our IPP levy. Those percentages are even higher than the sixty day figures from the prior year, which saw our sixty day tax percentage hit 99.01%.

Finally, I offer a summary of the Sale of Land for Taxes that took place on July 21, 2016, as the last narrative I provided was prior to the sale. In November 2015, the Tax Collector's office began working on our 2016 tax sale. Ultimately, the amount anticipated to be collected from this sale was about \$4 million, and the total number of properties involved was 169. The sale process formally began in March 2016. By the morning of the tax sale on July 21, we had only 16 properties remaining in the sale. 149 properties had been paid in full prior to the sale, and there were four taxpayers who filed for bankruptcy protection whose properties were removed for that reason. We also were offering for sale 52 boat slips (marina slip units) located on environmentally compromised property.

At the time the notices were filed, the sale included: single family residential properties; multi-family residential properties; residential condominium units; commercial / professional condominium units; storage units; garage units; co-op apartments; and commercial properties, including a strip mall; a theatre; an indoor sports arena; restaurants; a social club; manufacturing buildings; an automobile repair / muffler repair facility; retail facilities; commercial / residential buildings; also: non-conforming lots; island property; boat slips (docks); and vacant land. The criteria for inclusion in the 2016 tax sale was \$17,000 or more past due, regardless of the length of time; or property three or more years in arrears, regardless of dollar amount owed. If a property met either criteria, it was included. Properties were not removed until all taxes and associated fees were paid in full.

The purpose of the tax sale was, and is, to collect past due taxes and to maintain a high current tax collection rate, and not necessarily to redistribute property ownership.

In the end, we exceeded our original projections and collected in excess of \$4.2 million in back taxes and interest as a result of the 2016 tax sale.

Twelve of the 16 properties offered for sale were sold, and four were taken by the city because there were no bids. Of the 52 boat slips, 41 were sold, at the discounted price of \$3,000 each, which we arrived at considering we had offered these slips in two prior tax sales (2012 and 2014) for approximately \$5,000 each and had been unable to sell them. The fact that 41 out of 52 were sold at all is remarkable. We sold 27 on July 21; and adjourned the sale on the remaining slips until July 27, at which time we reconvened, registered new bidders, and sold another 14. There are still 11 slips remaining with unpaid taxes.

It should be noted that the City recovers only the taxes and charges that are due to the City; the City does not keep the overbid, and has no financial 'stake' in seeing bidding for properties at a tax sale go higher. The overbid will either go back to the bidder as part of the redemption if the property is redeemed during the six months after the tax sale; or, the overbid will be turned over to the Superior Court where it may be claimed by the former owner (the taxpayer who loses his or her property) or by anyone with a lien on the property. The City is not involved in that determination. The City does not 'make a profit' on tax sale properties, regardless of how much they sell for.

Also, as of this writing, since the tax sale on July 21, four of the 12 properties that were sold have already been redeemed, meaning, the owners have paid off the successful bidders and will retain their properties. The redemption period expires in January 2018.

The tax sale appears on the city's website at <http://my.norwalkct.org/etaxsale/>. The site shows the sale results, and includes information about each of the properties, copies of all the legal notices, and other information.

We are grateful for the necessary and continued support of the Administration and political decision makers in the tax sale process. It is the cornerstone of our collection enforcement strategy, and a key element in maintaining the high current and back tax collection rates that promote stable budgeting and that result in lower mill rates and tax relief for every single Norwalk resident and taxpayer.

The tax sale was conducted by the Norwalk Tax Collector's Office staff with assistance from some other departments and tax collector colleagues from other Connecticut towns. Our next sale will likely be in July 2018.

TAX COLLECTOR'S REPORT
JULY 31, 2016

FISCAL YEAR 2016-2017 (2015 GRAND LIST)	ADJ. TAX COLLECTIONS		COLLECTION %	CORRECTED LEVY*	COLLECTION %
	ORIGINAL LEVY	JUN 16 - JUL 16			
AUTOMOBILE-REGULAR	\$17,749,640.53	\$10,469,129.78	58.98%	\$17,603,342.55	59.47%
PERSONAL PROPERTY	\$19,959,243.96	\$9,161,718.86	45.90%	\$19,960,360.60	45.90%
REAL ESTATE	\$265,387,336.38	\$115,814,939.28	43.64%	\$265,080,794.55	43.69%
TOTAL TAX	\$303,096,220.87	\$135,445,787.92	44.69%	\$302,644,437.70	44.75%
SEWER USE	\$15,359,855.00	\$6,801,627.24	44.28%	\$15,359,182.00	44.28%
IPP FEE	\$212,250.00	\$127,250.00	59.95%	\$212,250.00	59.95%
FISCAL YEAR 2015-2016 (2014 GRAND LIST)	ORIGINAL LEVY	JUN 15 - JUL 15			
AUTOMOBILE-REGULAR	\$17,433,300.64	\$11,238,722.88	64.47%	\$17,324,018.82	64.87%
PERSONAL PROPERTY	\$18,492,367.14	\$3,961,580.87	21.42%	\$18,494,722.94	21.42%
REAL ESTATE	\$261,229,545.62	\$114,466,076.40	43.82%	\$261,135,054.96	43.83%
TOTAL TAX	\$297,155,213.40	\$129,666,380.15	43.64%	\$296,953,796.72	43.67%
SEWER USE	\$14,660,068.00	\$6,374,026.60	43.48%	\$14,655,364.00	43.49%
IPP FEE	\$189,750.00	\$128,001.08	67.46%	\$216,750.00	59.05%
TAX DIFFERENCE 2015 G.L. vs. 2014 G.L. INCREASE/(DECREASE)	\$5,941,007.47	\$5,779,407.77	1.05%	\$5,690,700.98	1.09%
SEWER DIFFERENCE 2015 G.L. vs. 2014 G.L. INCREASE/(DECREASE)	\$699,787.00	\$427,600.64	0.80%	\$703,818.00	0.79%
IPP DIFFERENCE 2015 G.L. vs. 2014 G.L. INCREASE/(DECREASE)	\$22,500.00	(\$751.08)	-7.50%	(\$4,500.00)	0.90%
BACK TAXES COLLECTED					
PRIOR TAXES	FISCAL YR 2015-2016 (JUL 16 - JUL 15)	FISCAL YR 2015-2016 (JUL 15 - JUL 15)	CUR YR vs. PRIOR YR INC/(DEC)		
PRIOR SEWER USE FEE	\$857,933.69	\$421,973.18	\$535,960.51		
PRIOR IPP FEE	\$62,670.08	\$7,296.74	\$55,273.34		
TOTAL PRIOR TAX, SEWER & IPP	\$2,250.00	\$1,000.00	\$1,250.00		
CURRENT INTEREST	\$0.00	\$0.00	\$592,483.85		
PRIOR INTEREST	\$260,909.88	\$99,350.91	\$0.00		
SEWER USE FEE INTEREST	\$14,057.87	\$3,941.82	\$161,558.97		
IPP FEE INTEREST	\$573.75	\$202.40	\$10,116.05		
TOTAL INTEREST COLLECTED	\$275,541.50	\$103,495.13	\$371.35		
PRIOR LIEN FEE	\$9,720.00	\$1,988.02	\$172,046.37		
CURRENT LIEN FEE	\$0.00	\$0.00	\$7,731.98		
TOTAL LIEN FEE COLLECTED	\$9,720.00	\$1,988.02	\$0.00		
MISC FEES COLLECTED	\$91,945.56	\$3,425.00	\$7,731.98		
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$1,399,960.83	\$539,178.07	\$88,520.56		

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION

TAX COLLECTOR'S REPORT
JULY 31, 2016

ADTL 90-DAY COLLECTION

FISCAL YEAR 2015-2016

(2014 GRAND LIST)

AUTOMOBILE-REGULAR
AUTOMOBILE-SUPPLEMENTAL
PERSONAL PROPERTY
REAL ESTATE
TOTAL TAX

ORIGINAL LEVY

\$17,433,300.64
\$2,846,741.63
\$18,492,367.14
\$261,229,545.62
\$300,001,955.03

ADJ. TAX COLLECTIONS

JUN 15 - JUL 16

\$16,391,929.03
\$2,558,335.15
\$18,189,089.39
\$259,382,952.03
\$296,522,305.60

COLLECTION %

94.03%
89.87%
98.36%
99.29%
98.34%

CORRECTED LEVY*

\$17,133,853.64
\$2,820,015.48
\$18,496,845.74
\$260,136,601.59
\$293,587,116.45

COLLECTION %

95.67%
90.72%
98.34%
99.71%
99.31%

SEWER USE

\$14,660,068.00

\$14,536,410.63

99.16%

\$14,629,468.00

99.36%

IPP FEE

\$189,750.00

\$197,761.55

104.22%

\$216,500.00

91.34%

FISCAL YEAR 2014-2015

(2013 GRAND LIST)

AUTOMOBILE-REGULAR
AUTOMOBILE-SUPPLEMENTAL
PERSONAL PROPERTY
REAL ESTATE
TOTAL TAX

ORIGINAL LEVY

\$16,706,950.43
\$2,704,431.83
\$17,794,935.82
\$257,672,948.38
\$294,879,266.46

JUN 14 - JUL 15

\$15,664,219.48
\$2,399,545.63
\$17,081,688.00
\$255,456,241.10
\$290,601,694.21

93.76%

\$16,384,484.88

95.72%

88.73%

\$2,703,111.80

88.77%

95.99%

\$17,454,841.80

97.86%

99.14%

\$257,276,424.41

99.29%

98.55%

\$293,798,662.89

98.91%

SEWER USE

\$13,851,424.00

\$13,621,037.42

98.34%

\$13,796,033.00

98.73%

IPP FEE

\$191,250.00

\$193,083.57

100.96%

\$216,750.00

89.08%

TAX DIFFERENCE 2014 G.L. vs. 2013 G.L.
INCREASE/(DECREASE)

\$5,122,688.57

\$5,920,611.39

0.29%

\$4,788,453.56

0.40%

SEWER DIFFERENCE 2014 G.L. vs. 2013 G.L.
INCREASE/(DECREASE)

\$808,644.00

\$915,373.21

0.82%

\$833,435.00

0.63%

IPP DIFFERENCE 2014 G.L. vs. 2013 G.L.
INCREASE/(DECREASE)

(\$1,500.00)

\$4,672.98

3.26%

(\$250.00)

2.26%

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION

TAX COLLECTOR'S REPORT
AUGUST 31, 2016

FISCAL YEAR 2016-2017
(2015 GRAND LIST)

ORIGINAL LEVY	ADJ. TAX COLLECTIONS JUN 16 - AUG 16	COLLECTION %	CORRECTED LEVY*	COLLECTION %
AUTOMOBILE-REGULAR	\$17,749,640.53	77.35%	\$17,685,230.03	77.72%
PERSONAL PROPERTY	\$19,959,243.96	53.33%	\$19,961,151.78	53.32%
REAL ESTATE	\$265,387,336.38	49.73%	\$264,989,276.29	49.80%
TOTAL TAX	\$303,096,220.87	51.58%	\$302,615,658.10	51.66%
SEWER USE	\$15,359,855.00	50.08%	\$15,357,576.00	50.08%
IPP FEE	\$212,250.00	76.44%	\$212,250.00	76.44%

FISCAL YEAR 2015-2016
(2014 GRAND LIST)

ORIGINAL LEVY	JUN 15 - AUG 15	79.48%	\$17,283,774.39	80.17%
AUTOMOBILE-REGULAR	\$17,433,300.64	53.89%	\$18,494,722.94	53.88%
PERSONAL PROPERTY	\$18,492,367.14	49.24%	\$261,121,315.10	49.26%
REAL ESTATE	\$261,229,545.62	51.30%	\$296,899,812.43	51.35%
TOTAL TAX	\$297,155,213.40	50.12%	\$14,653,734.00	50.14%
SEWER USE	\$14,660,068.00	87.97%	\$216,750.00	77.01%
IPP FEE	\$169,750.00			

TAX DIFFERENCE 2015 G.L. vs. 2014 G.L.
INCREASE/(DECREASE)

\$5,941,007.47	\$3,891,048.58	0.28%	\$5,715,845.67	0.32%
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SEWER DIFFERENCE 2015 G.L. vs. 2014 G.L.
INCREASE/(DECREASE)

\$699,787.00	\$344,472.29	-0.04%	\$703,842.00	-0.05%
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IPP DIFFERENCE 2015 G.L. vs. 2014 G.L.
INCREASE/(DECREASE)

\$22,500.00	(\$4,673.83)	-11.53%	(\$4,500.00)	-0.57%
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BACK TAXES COLLECTED

FISCAL YR 2016-2017 (JUL 16 - AUG 16)	FISCAL YR 2015-2016 (JUL 15 - AUG 15)	CUR YR vs. PRIOR YR INC/(DEC)
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PRIOR TAXES	\$1,299,871.72	\$614,862.60
PRIOR SEWER USE FEE	\$53,390.78	\$18,755.22
PRIOR IPP FEE	\$2,431.44	\$423.94
TOTAL PRIOR TAX, SEWER & IPP	\$1,355,693.94	\$634,041.76

CURRENT INTEREST	\$68,350.95	\$18,407.07
PRIOR INTEREST	\$338,202.39	\$166,302.76
SEWER USE FEE INTEREST	\$21,087.48	\$9,346.07
IPP FEE INTEREST	\$679.81	\$161.06
TOTAL INTEREST COLLECTED	\$428,320.63	\$194,216.96

PRIOR LIEN FEE	\$14,832.64	\$11,352.64
CURRENT LIEN FEE	\$0.00	\$0.00
TOTAL LIEN FEE COLLECTED	\$14,832.64	\$11,352.64

MISC FEES COLLECTED

\$111,711.62	\$5,752.00	\$105,959.62
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TOTAL PRIOR TAX, ALL INTEREST
& ALL FEES

\$1,910,558.83	\$964,937.85	\$945,570.98
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* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION

TAX COLLECTOR'S REPORT
AUGUST 31, 2016

ADT'L 60-DAY COLLECTION

FISCAL YEAR 2015-2016
(2014 GRAND LIST)

ORIGINAL LEVY	ADJ. TAX COLLECTIONS JUN 15 - AUG 16	COLLECTION %	CORRECTED LEVY*	COLLECTION %
AUTOMOBILE-REGULAR \$17,433,300.64	\$16,434,223.32	94.27%	\$17,133,889.37	95.92%
AUTOMOBILE-SUPPLEMENTAL \$2,846,741.63	\$2,582,248.75	90.71%	\$2,819,116.65	91.60%
PERSONAL PROPERTY \$18,492,367.14	\$18,193,443.59	98.38%	\$18,497,520.06	98.36%
REAL ESTATE \$261,229,545.62	\$259,552,320.42	99.36%	\$260,117,622.67	99.78%
TOTAL TAX \$300,001,955.03	\$296,767,236.08	98.92%	\$298,568,148.75	99.40%
SEWER USE \$14,660,068.00	\$14,545,172.94	99.22%	\$14,618,903.00	99.50%
IPP FEE \$189,750.00	\$197,761.55	104.22%	\$216,500.00	91.34%

FISCAL YEAR 2014-2015
(2013 GRAND LIST)

ORIGINAL LEVY	JUN 14 - AUG 15	COLLECTION %	CORRECTED LEVY*	COLLECTION %
AUTOMOBILE-REGULAR \$16,706,950.43	\$15,689,803.42	93.91%	\$16,366,735.93	95.86%
AUTOMOBILE-SUPPLEMENTAL \$2,704,431.83	\$2,418,730.37	89.44%	\$2,701,616.01	89.53%
PERSONAL PROPERTY \$17,794,935.82	\$17,089,160.82	96.03%	\$17,454,641.80	97.91%
REAL ESTATE \$257,672,948.38	\$255,621,844.20	99.20%	\$257,213,400.25	99.38%
TOTAL TAX \$294,879,266.46	\$290,319,538.81	98.62%	\$293,736,393.99	99.01%
SEWER USE \$13,851,424.00	\$13,646,713.12	98.52%	\$13,793,189.00	98.94%
IPP FEE \$191,250.00	\$194,096.07	101.49%	\$216,750.00	89.55%

TAX DIFFERENCE 2014 G.L. vs. 2013 G.L.
INCREASE/(DECREASE)

\$5,122,688.57	\$5,942,697.27	0.30%	\$4,831,754.76	0.39%
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SEWER DIFFERENCE 2014 G.L. vs. 2013 G.L.
INCREASE/(DECREASE)

\$808,644.00	\$898,459.82	0.69%	\$825,714.00	0.56%
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IPP DIFFERENCE 2014 G.L. vs. 2013 G.L.
INCREASE/(DECREASE)

(\$1,500.00)	\$3,665.48	2.73%	(\$250.00)	1.80%
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* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION

VH. B

**NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM**

PLEASE PRINT

ORGANIZATION NAME: Norwalk Hospital Foundation

NAME OF CORPORATE OFFICER AUTHORIZED

TO EXECUTE THE LICENSE AGREEMENT:

PERSONAL/FAMILY

ASSOCIATION/CLUB

COMPANY/BUSINESS

TITLE:

YOUR NAME: JAMIE DESISTO

TITLE: MANAGER OF SPECIAL EVENTS

ADDRESS: 34 Maple Street

E-MAIL ADDRESS: jaimie.desisto@uehn.org

CITY: Norwalk

STATE: CT

ZIP CODE: 06850

HOME PHONE:

BUSINESS PHONE: (203) 852-2022

CELL PHONE: (203) 545-1916

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: CAMP PASTURE, SHAW MOBILE, SHADY BEACH
TAYLOR FARM

NUMBER OF PARTICIPANTS: 2000

EVENT: UCC Walk & Run

DATE REQUESTED: April 29th 2017

SET UP TIME: 6 AM

STARTING TIME: 7:30 AM

ENDTIME: NOON

RAIN DATE:

(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES _____ NO X

ARE YOU SERVING FOOD: YES _____ NO X

ARE YOU REQUESTING A TENT? YES X NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES _____ NO X

YES NO

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES _____ NO X

YES NO

ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES _____ NO X

YES NO

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED

DEPOSIT/FEES ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

IS THE GROUP GOING TO SWIM? YES _____ NO X IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES _____ NO X
If yes, name of person(S) _____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: Laura DiMauro Director of Contracting

DATE: 7/27/16

FOR OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES _____ NO _____ N/A _____ DATE: _____

COMMON COUNCIL APPROVAL: YES _____ NO _____ N/A _____ DATE: _____

DIRECTOR'S SIGNATURE: _____ DATE: _____

(Signature required)

Date to Committee: 8/14/16
Entered into Calendar: _____
Deposit Received: _____
Insurance Received: _____
Entered into RecTrac: _____

**NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM**

PLEASE PRINT

ORGANIZATION NAME: Silvermine PTO

NAME OF CORPORATE OFFICER AUTHORIZED
TO EXECUTE THE LICENSE AGREEMENT: _____

PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS

TITLE: _____

YOUR NAME: ERIC BENITEZ

TITLE: PTO President

ADDRESS: 4 Highwood Ave.

E-MAIL ADDRESS: eric.benitez526@

CITY: Norwalk

STATE: CT

ZIP CODE: 06850

HOME PHONE: _____

BUSINESS PHONE: _____

CELL PHONE: (203) 722-0238

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Silvermine Field

NUMBER OF PARTICIPANTS: 150 (-/+)

EVENT: ~~WINTER~~ Silvermine Fall Festival DATE REQUESTED: 10/22/16

SET UP TIME: 9am STARTING TIME: 11am END TIME: 3pm RAIN DATE: _____

(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES _____ NO X

ARE YOU SERVING FOOD? YES X NO _____

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT?

YES

NO

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT?

YES

NO

ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES?

YES

NO

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED
DEPOSIT/FEES ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

IS THE GROUP GOING TO SWIM? YES _____ NO X IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES _____ NO X
If yes, name of person(S) _____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: _____

DATE: 8/11/16

FOR OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES _____

NO _____

N/A _____

DATE: _____

COMMON COUNCIL APPROVAL: YES _____

NO _____

N/A _____

DATE: _____

DIRECTOR'S SIGNATURE: _____

DATE: _____

(Signature required)

Date to Committee: 9/14/16

Entered into Calendar: _____

Deposit Received: _____

Insurance Received: _____

Entered into RecTrac: _____

WATER RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM

PLEASE PRINT

PERSONAL/FAMILY

~~ASSOCIATION/CLUB~~

COMPANY/BUSINESS

ORGANIZATION NAME: NAA Babe Ruth Girls Softball

NAME OF CORPORATE OFFICER AUTHORIZED

TO EXECUTE THE LICENSE AGREEMENT: Neil Putterman

TITLE: League President

YOUR NAME: Neil Putterman

TITLE: League President

ADDRESS: 3 Valley View Road, Unit #15

E-MAIL ADDRESS: neilputterman@aol.com

CITY: Norwalk

STATE: CT

ZIP CODE: 06851

HOME PHONE: 203-354-9314

BUSINESS PHONE: 203-316-6862

CELL PHONE: 203-559-9979

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Pavilion at Cranbury Park

NUMBER OF PARTICIPANTS: 250

EVENT: Annual End of Season Picnic

DATE REQUESTED: Saturday, June 17, 2017

SET UP TIME: 8am

STARTING TIME: 12pm

ENDTIME: 5:30pm

RAIN DATE: _____

(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES _____ NO ☒

ARE YOU SERVING FOOD: YES ☒ NO _____

- we provide grill - hamburgers & hot dogs

ARE YOU REQUESTING A TENT? ☒ YES ☐ NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

- 1 10x10 tent for serving food
+ 20x20

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES _____ NO ☒

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES _____ NO ☒

ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES _____ NO ☒

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED
DEPOSIT/FEEs ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

IS THE GROUP GOING TO SWIM? YES _____ NO ☒ IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES _____ NO ☒
If yes, name of person(S) _____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: Neil Putterman

DATE: 8/9/16

FOR OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES _____ NO _____

N/A _____

DATE: _____

COMMON COUNCIL APPROVAL: YES _____ NO _____

N/A _____

DATE: _____

DIRECTOR'S SIGNATURE: _____

DATE: _____

(Signature required)

Date to Committee: 9/14/16

Entered into Calendar: _____

Deposit Received: _____

Insurance Received: _____

Entered into RecTrac: _____

NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM

PLEASE PRINT

ORGANIZATION NAME: MBI (Marching Band Inc.) PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS NAME OF CORPORATE
OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Ed Ahumms TITLE: President MBI
YOUR NAME: Erin E. Herring TITLE: _____
ADDRESS: 20 Morgan Avenue E-MAIL ADDRESS: _____
CITY: Norwalk STATE: CT ZIP CODE: 06851
HOME PHONE: 203-855-0531 BUSINESS PHONE: _____ CELL PHONE: 203-984-7241

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Norwalk High School NUMBER OF PARTICIPANTS: 1500
EVENT: US Bands Home Show DATE REQUESTED: Sat October 15, 2016
SET UP TIME: 7:00 AM STARTING TIME: 4:00 PM END TIME: 10:00 PM RAIN DATE: N/A
(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES _____ NO X ARE
YOU SERVING FOOD: YES X NO _____

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO;
ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING
STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES NO
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES NO
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES NO

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED DEPOSIT/FEE'S ARE NON
REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

IS THE GROUP GOING TO SWIM? YES _____ NO X IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE
LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES _____ NO _____ If
yes, name of person(s) _____ Each group should have accessible a list with all the children's
names that are attending the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: [Signature] DATE: 9/30/16

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES _____ NO _____ N/A _____ DATE: _____
COMMON COUNCIL APPROVAL: YES _____ NO _____ N/A _____ DATE: _____
DIRECTOR'S SIGNATURE: _____ DATE: _____
(Signature required)

Date to City: _____

9/14/16

NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM

PLEASE PRINT

ORGANIZATION NAME: MBI (Marching Band Inc.) PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS NAME OF CORPORATE
OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Ed Abrams TITLE: President MBI
YOUR NAME: Erin E. Herring TITLE: _____
ADDRESS: 26 Morgan Avenue E-MAIL ADDRESS: _____
CITY: Norwalk STATE: CT ZIP CODE: 06851
HOME PHONE: 203 585-0331 BUSINESS PHONE: _____ CELL PHONE: 203 984-7241

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: N.H.S. High School NUMBER OF PARTICIPANTS: 1500
EVENT: Mac Championships DATE REQUESTED: Sat October 22, 2016
SET UP TIME: 7:00 AM STARTING TIME: 4:00 PM ENDTIME: 10:00 PM RAIN DATE: N/A
(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES _____ NO X ARE
YOU SERVING FOOD: YES X NO _____

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO;
ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING
STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES NO
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES NO
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES NO

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED DEPOSIT/FEES ARE NON
REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

IS THE GROUP GOING TO SWIM? YES NO X IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE
LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES _____ NO _____ If
yes, name of person(S) _____ Each group should have accessible a list with all the children's
names that are attending the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: [Signature] DATE: 8/20/16

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES _____ NO _____ N/A _____ DATE: _____
COMMON COUNCIL APPROVAL: YES _____ NO _____ N/A _____ DATE: _____
DIRECTOR'S SIGNATURE: _____ DATE: _____
(Signature required)

8/20/16



Stantec Consulting Services Inc.
55 Church Street Suite 601
New Haven CT 06510
Tel: (203) 495-1645
Fax: (203) 495-1652

August 31, 2016

Mr. Mike Mocciaie
Director of Recreation and Parks
City of Norwalk
125 East Avenue
Norwalk, CT 06856

Re: Construction Administration for Turf Field Conversion at Brien McMahon High School

Dear Mr. Mocciaie:

Per your request we are submitting the proposal for additional services for Construction Administration (CA) services for the turf field conversion at Brien McMahon High School.

SCOPE

The scope below is based off assumed construction duration of four (4) months. Stantec's services during construction and our construction administration support are anticipated to include:

- The Consultant will provide assistance in the Administration of the Construction Contract including review of Contractor Submittals, Shop Drawings, and Requests for Information, Schedule of Values and Applications for Payment, Construction Schedules and the preparation of Sketches and Field Reports as required.
- The Consultant shall provide Construction and Quality Control Observation Services during the construction period. The Consultant shall provide attendance to meetings as follows:
 - The Consultant will attend one (1) pre-construction meeting.
 - The Consultant will perform one (1) site visits per week for the construction period.
 - The Consultant will perform two (2) site visits to prepare a Preliminary and Final Punch List. Upon completion of all outstanding items on the Preliminary Punch list and notification by the contactor, the Consultant will perform one (1) site visit for certification of Substantial Completion. Upon completion of all outstanding items on the final punch list and notification by the contactor, the Consultant will perform one (1) final site visit for certification of Final Completion for the scope of work described in the specifications, contract documents and any associated revisions.
- Stantec has included additional time at the end of the Project (12 hours) to assist the Client in Project Closeout.

SCHEDULE

Stantec is prepared to complete the tasks herein upon receipt of authorization to proceed.



August 31, 2016
Mr. Michael Moccia
Page 2 of 2

Reference: Construction Administration for Turf Field Conversion at Brien McMahon High School

FEE

Stantec will provide the services for the scope described herein for the lump sum fee of \$18,500.

Thank you for this opportunity to submit our proposal. Please feel free to contact me if you have any questions or need further information.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Jeff Olszewski, RLA, ASLA
Project Manager
Phone: (203) 495-1654, ext. 7034
Fax: (203) 496-1652
jeff.olszewski@stantec.com

Dave Nardone
Stantec Sport Group Leader/Principal
Phone: (617)-654-6007
Fax: (617)-523-4333
david.nardone@stantec.com

By signing this proposal, City of Norwalk authorizes Stantec to proceed with the additional services herein described and will be bound by the previously authorized Professional Services Terms and Conditions dated February 9, 2016.

Accepted and agreed to for the City of Norwalk by:

Signature

Name (please print)

Title (please print)

Date



Purchasing Department
Finance Group

September 02, 2016

INVITATION TO BID

The City of Norwalk is soliciting bid submissions for the supply and installation of a small generator on the roof of the West Rocks Middle School, to run communications in the event of a power outage. The scope of the work entails: the generator to be installed on a composite mounting pad, and requires hooking up to the server in the room just below the roof, and to the gas service at the back of the school. The requirements of these services are outlined in greater detail within the drawings contained within Section 2- Project Specification.

PROJECT NUMBER:	3703
DEADLINE :	2:00 PM, September 20, 2016
BID TITLE :	Supply and Install of a small generator on the roof of West Rocks Middle School
SITE LOCATION:	West Rocks Middle School 81 West Rocks Road Norwalk, CT 06851

BID DOCUMENTS for this project are available over the Internet at <http://www.norwalkct.org> Adobe Acrobat reader is required to view this document. If you do not have this software you may download the required software from Adobe.

A Pre-bid Conference will be held at 9:30AM, Tuesday, September 13, 2016, meeting in conference room 231 of Norwalk City Hall, 125 East Avenue, Norwalk CT 06851. A walk-through will follow at West Rocks Middle School, 81 West Rocks Road, Norwalk, CT 06851. The pre-bid conference is highly recommended.

All questions must be directed in writing via e-mail or fax to Carleen Megaro, Buyer, e-mail cmegaro@norwalkct.org fax 203-854-7817. The deadline for submission of questions for this bid solicitation is 02:00PM, Friday, September 16, 2016.

Bidders will be required to provide:

- 10% bid bond with your response (see Section 3.1 C).
- Performance, labor, and materials bond for 100% of the project upon award if the contract value exceeds \$50,000.00 (see Section 3.1 C & D).
- Copies of current certifications as applicable to this solicitation.
- Original bid response, plus six (6) copies.

SPECIAL NOTES:

- 1.) **PROJECT SCHEDULE:** Construction shall commence on or about October 11, 2016 and shall be completed on or about November 14, 2016.
- 2.) **BUILDING PERMITS** - Contractors shall obtain and pay for all required permit(s) for this project. Permits fees are NOT waived for this project.

- 3.) References to Department of Public Works, Director of Public Works, and Engineer in section 3 and section 4 are to be interpreted as "Owner's designated representative".
- 4.) Section 4, Item 109-04-2b, Contractor Charges is changed to read "...profit and overhead shall be figured at fifteen (15) percent unless some other basis is approved by the Director."
- 5.) Section 3.8, Liquidated Damages, change to read "Liquidated damages as defined in Article 27 of the Norwalk General Conditions for Construction will be \$250.00 per day.
- 6.) Contractors are hereby reminded that all submitted bid amounts MUST include all costs/insurance premium required to satisfy the various insurance limits as identified in these documents.

BIDDER LISTS (List of Plan Holders) will not be published.

ADDENDAS, if issued, will be available over the Internet at <http://www.norwalkct.org>. It is the responsibility of the bidders to verify the issuance of any addenda. **We strongly suggest that you check for any addenda a minimum of forty eight hours in advance of the bid deadline.**

SUMMARIES will be available any time after 5:00 PM on the day of the bid opening over the Internet at <http://www.norwalkct.org>. The document number to request will be the same as the project number indicated in the invitation to bid. Bid results will not be provided over the phone.

AWARD NOTIFICATION will be issued by mail.

BUSINESSES WITHOUT FAX EQUIPMENT or Internet access may contact the Purchasing Department at 203-854-7712 for this information.

If, after review of the bid documents, your firm is interested in performing the services specified, provide the information requested, sign and return the complete documents, along with your detailed proposal, to the Purchasing Department by the due date. We would appreciate the courtesy of promptly advising us if you do not intend to respond. To properly maintain our records those firms who do not respond may be removed from our vendor records.

SEALED BID RESPONSES : [One (1) Original plus six (6) copies] are to be delivered to:

Norwalk City Hall
Purchasing Department
Room 103
125 East Ave.
P.O. Box 5125
Norwalk, CT 06856-5125

NOTE: The City of Norwalk will not accept any sealed bid submissions via email or facsimile (fax). Please indicate the bid number and bid title on the envelope.

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SECTION 1 - FORMS OF PROPOSALS

- 1.1 RESPONSE FORM
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- 1.3 SAMPLE AGREEMENT
- 1.4 INSURANCE COVERAGE REQUIREMENTS

SECTION 2 - PROJECT SPECIFICATIONS

- 2.0 PROJECT TECHNICAL SPECIFICATIONS/DRAWINGS FOR THE SUPPLY AND INSTALL OF A GENERATOR ON THE ROOF OF WEST ROCKS MIDDLE SCHOOL.[NOTE:THE TECHNICAL SPECIFICATIONS IN THEIR ENTIRETY ARE PROVIDED ON DRAWINGS]

SECTION 3 - GENERAL INFORMATION

SECTION 4 - GENERAL CONDITIONS FOR CONSTRUCTION

- CITY OF NORWALK - GENERAL CONDITIONS FOR CONSTRUCTION

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SECTION 1 – FORMS OF PROPOSAL

1.1A RESPONSE FORM – BID #3703: Supply and Install of a small generator on the roof of West Rocks Middle School

Vendor Name -		
Address -		
Phone -	Fax -	Email -
Manager -		Fed ID#

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied him as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

1. Base Bid – Supply and Install of a small generator on the roof of West Rocks Middle School

Total Lump Sum Price		\$
Total Lump Sum Price in Writing:		
Bid Security in the form of a (check one) is attached.	Bond	Certified Check
Cost for performance bond <u>included</u> in lump sum	\$	per thousand dollars
Insurance Agency Name -		Tel.-
Agency Address -		
Submitted by -		
Authorized Agent of Company (name and title)		Date

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

PROJECT:	3703 Supply and Install of a small generator on the roof of West Rocks Middle School
VENDOR NAME:	

1.2 STATEMENT OF BIDDERS QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1. Number of years in business - _____
2. Number of personnel employed Part-time - _____, Full - _____
3. List projects of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	☐	general partnership	
	☐	limited partnership	
	☐	limited liability corporation	
	☐	limited liability partnership,	
	☐	corporation doing business under a trade name	
	☐	individual doing business under a trade name	
	☐	other (specify)	
5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	<u>Connecticut corporations</u> - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
	<u>Out-of-State corporations</u> - Do you have a valid licence to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No
6. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:			
Business Name			
Address			
City	State	Zip	
Name of Agent			

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

7. The awarded contractor may be required to submit one copy of the following information relative to its company's financial statements prior to contract signing. This information must represent the current circumstance which surrounds the financial position of the bidding organization. Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt + Shareholders' Equity)

8. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

1.3 SAMPLE CONTRACT

"The following document is the City's standard construction services contract. Please be advised that the substantive terms and requirements outlined therein may be revised only with the approval of Norwalk's Corporation Counsel."

**CITY OF NORWALK
CONTRACT FOR CONSTRUCTION SERVICES
WITH «VendorName»
«Project»**

This Contract entered into this _____ day of _____, 2016, by the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter referred to as "CITY"), acting by and through «ContractAuthorizer», its «ContractAuthorizerTitle», duly authorized, and «VendorName», a corporation organized and existing under the laws of the State of Connecticut with an office and principal place of business located at «VendorAddress1» «VendorAddress2», «VendorCity», «VendorState» «VendorZip», acting herein by «VendorAuthorizer», its «VendorAuthorizerTitle», duly authorized (hereinafter the "CONTRACTOR").

WITNESSETH: That the CITY and CONTRACTOR, for the consideration hereinafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE

The CONTRACTOR shall (a) furnish all the materials, machinery, implements, tools, labor, services, and other items of every kind (the "Work") using its best skill and attention required to perform and complete in the most substantial and workmanlike manner the project generally identified as «Project» (hereinafter the "Project"). The Work shall be performed in strict compliance with the City of Norwalk Department of Public Works General Provisions; the general and technical specifications and conditions of contract; the Project Plans; Special Conditions and Addenda; State Labor Department minimum wage rates; any addenda to the specifications; and all requirements of the Contract Documents, as defined herein.

The CITY will compensate the CONTRACTOR for the satisfactory completion of the Project and of all of the CONTRACTOR's duties, obligations and responsibilities under this Contract, subject to additions and deductions as

herein provided, the total sum of
«ContractBudgetInEnglish» (\$«ContractBudget») in the manner
set forth herein and the Contract Documents.

The Project shall be performed in accordance with the true intent and meaning of the Contract Documents without any expense of any nature whatsoever to the CITY exceeding the compensation stated herein. The CONTRACTOR's Work hereunder shall be overseen by «VendorAuthorizer», its duly authorized «VendorAuthorizerTitle».

The CONTRACTOR hereby represents that it has carefully examined and understands all of the terms and requirements of the Contract Documents, has investigated the nature, locality and site of the Project (the Site) and the conditions and difficulties under which it is to be performed and that it enters into this Contract on the basis of its own examination, investigation and evaluation of such and not in reliance on any opinions or representations of the CITY or any third party, including any officer, agent, servant or employee thereof.

ARTICLE 2. ADMINISTRATION OF CONTRACT BY CITY

The Work to be performed under this Contract shall be administered on behalf of the CITY by «DepartmentHead», «DepartmentHeadTitle», referred to as the "Director." The CONTRACTOR acknowledges and agrees that any instructions, reviews, advice, approvals or directives rendered to it by the Director or his designated representative consistent with the Contract Documents are authorized on behalf of the CITY. However, notwithstanding the above, no advice, directive or other recommendation or request by the CITY shall give rise to liability or responsibility on the CITY's part for any portion of the Work, nor shall it relieve the CONTRACTOR of its responsibilities hereunder.

ARTICLE 3. DOCUMENTS FORMING THE CONTRACT

The Contract Documents shall be deemed to include the Bid Documents; Addendum No. 1; the CONTRACTOR's bid response, dated _____; this written Contract, including all bonds and insurance certificates; the City of Norwalk Department of Public Works General Provisions; the general and technical specifications and conditions for the Project; the Project plans; Special Conditions and Addenda; State Labor Department minimum wage rates (if applicable); any addenda to the specifications; and all provisions required by law to be inserted in this Contract, whether or not physically inserted.

This Contract will supersede any Contract or contract form that may have been included in the bid specifications, which form was included for information purposes only, and any writings or documents not incorporated herein by specific reference. This Contract, together with the other Contract Documents are all intended to supplement and complement each other and shall, to the fullest extent possible, be so construed and interpreted. If, however, any provision of this Contract irreconcilably conflicts with any provision of the other Contract Documents, the provision imposing a greater obligation on the CONTRACTOR shall govern.

ARTICLE 4. EXAMINATION OF DOCUMENTS AND SITE

The CONTRACTOR confirms that it has carefully examined the Project Site, as well as its surrounding territory. As a result, the CONTRACTOR acknowledges that it is fully informed regarding all existing conditions, both natural and manmade, as well as all such above grade, at grade and subsurface conditions that may in any way affect the Work to be done and labor and materials to be furnished for the proper completion of the Project, including, by way of example, the existence of poles, wires, pipes, ducts, conduits and other facilities and structures of municipal and public service corporations on, over or under the Project site. The CONTRACTOR further acknowledges that it has secured such information by personal investigation, research, and inquiry into all reasonably available data concerning the actual Site and has not relied upon the estimates or records of the CITY; and that it will make no claim against the CITY by reason of reliance on any such estimates, tests, information, data or representations made by any officer, agent, representative or employee of the CITY, or for costs incurred as a result thereof.

In addition, the CONTRACTOR agrees that, prior to starting any part of the Work, it shall carefully study and compare the various drawings, plans and other Contract Documents relative to that portion of the Work in order to facilitate construction and determine whether inconsistencies or conflicts exist.

ARTICLE 5. DATE OF COMPLETION

The CONTRACTOR further agrees that it will begin the Project herein described within ten (10) days of the date hereof, unless written instruction from the Director is given to begin at a different date. The CONTRACTOR shall diligently and continuously prosecute and complete the same

and coordinate its Work with all other work being performed on the Project according to any schedules that may be issued from time to time during the Project and any other scheduling requirements listed in the Contract Documents, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of any part of the Project and so that the Project shall be entirely completed no later than «CompletedDate» (the "Completion Date"), unless such Completion Date is extended by written notice signed by the Director.

THE CONTRACTOR ACKNOWLEDGES THAT TIME IS OF THE ESSENCE IN TERMS OF COMPLETION OF THE CONTRACTOR'S WORK HEREUNDER.

No extension beyond this date of completion shall be effective unless in writing signed by the Director. Any extension shall be for such time and upon such terms and conditions as may be set by the Director, which may include charges for professional services, engineering and inspection expenses incurred, (including expenses incurred by railroad companies on contracts which affect a railroad right of way) as a result. Notice of application for any extension shall be filed with the Director at least fifteen (15) days prior to the date of completion set forth above.

The CONTRACTOR shall work during such days and times as required by the CITY so as not to interfere with its use or operation of the Site. However, if the CITY deems it necessary, it may direct the CONTRACTOR to work overtime. If so directed, the CONTRACTOR shall work overtime and, provided that it is not in default under any of the terms or provisions of this Contract or of other Contract Documents, the CITY will pay the CONTRACTOR for such actual additional wages paid directly for such overtime work, if any, at rates which have been approved by the CITY.

The CONTRACTOR shall contribute to and cooperate with the development of the Project schedules and other efforts to achieve timely completion of the Work. The CONTRACTOR shall be required to provide information for the scheduling of the times and sequence of operations required in order for its Work to meet the CITY's overall schedule requirements and it shall continuously monitor the Project schedule so as to be fully familiar with the timing, phasing and sequence of operations of the Work and of any other work performed by others on the Project. The CONTRACTOR shall diligently execute the Work in accordance with the requirements of the Project schedule including any revisions thereto.

In the event the CONTRACTOR is delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Work by any cause including, but not limited to, any act, omission, neglect, negligence or default of the CITY or of anyone employed by it, or by any other contractor or subcontractor on the Project, or by damage caused by fire or other casualty or by any other cause beyond the control of and not due to any fault, neglect, act or omission of the CONTRACTOR, its officers, agents, employees, subcontractors or suppliers, the CONTRACTOR's exclusive remedy shall be an extension of time for a period equivalent to the time lost by reason of any and all of the aforesaid causes. Provided, however, that the CONTRACTOR shall not be entitled to any such extension of time unless the CONTRACTOR (1) notifies the CITY in writing of the cause or causes of such delay, obstruction, hindrance or interference within forty-eight (48) hours of the commencement thereof and (2) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof. Notwithstanding the foregoing, if any of the Contract Documents are at variance with granting such time extension, then the provisions of such documents shall control.

In no event shall the CONTRACTOR be entitled to money damages or an adjustment to the sum payable hereunder by virtue of any such delay.

In the event of a delay in the progress of the Work or disruption of, hinderance, obstruction, or interference with the Work due to any fault, neglect, action or omission of the CONTRACTOR or any of its officers, agents, servants, employees, subcontractors or suppliers which results in any additional cost, expense, liability or damage to the CITY including, legal fees and disbursements incurred by the CITY (whether incurred in defending claims arising from such delay or in seeking reimbursement or indemnity from the CONTRACTOR and/or its surety hereunder or otherwise) or any damages or additional costs or expenses for which the CITY may or shall become liable, no extension of time shall be granted and the CONTRACTOR (and its surety) shall be liable to compensate the CITY for and indemnify it against all such costs, expenses, damages and liability. In addition, the CONTRACTOR shall not only fulfill all of its obligations imposed by this Contract at its own cost and expense, but also work such overtime as may be necessary to make up for all time lost in the performance of the Work and of the Project. Should the CONTRACTOR fail to make up

for the time lost by reason of such delay, the CITY shall have the right to hire other contractors to work overtime, if needed, and to take whatever other action it deems necessary to avoid delay in the completion of the Work and of the Project. The cost and expense of such overtime and/or such other action, including all other consequential damages and expenses, shall be borne by the CONTRACTOR hereunder.

ARTICLE 6. CONTINGENCIES, EXTRA WORK, AND CHANGES

Whenever the CITY determines that, for any reason deemed to be in the best interests of the Project, the scope of Work or plans for the Project should be revised to provide for changes, deletions, contingencies, additional or extra work, it may issue a Change Order to the CONTRACTOR. Once the CITY has issued and signed a written Change Order in its standard form, the CONTRACTOR shall forthwith comply with the specifications of such Change Order. In such event, allowances for additions and/or deductions to the prices listed in the bid documents will be made commensurate with such changes in the scope or extent of the Work. Any such action by the CITY shall not constitute grounds for a claim by the CONTRACTOR for damages, loss of anticipated profits, or for costs resulting from any variations between the approximate quantities and quality of Work contemplated in the bid documents and as built.

All changes, additions or omissions in the Work ordered in writing by the CITY shall be deemed to be a part of the Work hereunder and shall be performed and furnished in strict accordance with all of the terms and provisions of the Contract Documents based on a negotiated cost for the Work and materials. The CONTRACTOR shall be responsible for keeping its surety informed of all such modifications to this Contract. The obligations of CONTRACTOR's surety shall not be reduced, waived or adversely affected by the issuance of such Change Orders, additions or deductions and the CITY shall not be required to inform the surety of the same or to obtain the consent of the surety to such modifications.

Payment for any unforeseen Work and/or changes shall be made as provided for in the Standard Specifications.

ARTICLE 7. MEANS AND METHODS

The CONTRACTOR shall supervise and direct the Work

using its best skill and attention in order to perform and complete the Project according to the Contract Documents in a timely and workmanlike manner. The CONTRACTOR shall be responsible for safeguarding the Site and all adjacent property from damage and for implementing all reasonable and necessary construction means, methods, techniques, sequences and procedures for safety precautions, protection against vandalism, and compliance with fire insurance rating bureau procedures, in connection with the performance of the Work. CONTRACTOR further assumes responsibility for all actions and omissions of its agents, employees, subcontractors, suppliers and all of their respective agents, employees and any other person performing any part of the Work.

ARTICLE 8. NO COLLUSION OR FRAUD

The CONTRACTOR hereby agrees that all persons interested as principal or principals in the bid or proposal submitted by the CONTRACTOR for this Project are named therein; that this Contract has been secured without any connection with any person or persons other than those named; that this Contract was secured without collusion or fraud; and that neither any officer nor employee of the CITY, nor any member of the immediate family of any such person, has or will have a financial interest in the performance of this Contract, in the supplies, Work or business to which it relates, or in any portion of the profits thereof.

ARTICLE 9. ESTIMATES AND PAYMENT

As the Project progresses in accordance with the Contract and in a manner that is satisfactory to the CITY, the CITY hereby agrees to make payments to the CONTRACTOR, based upon the prices set out in the CONTRACTOR's Proposal. The procedure for processing payments is as follows: on or before the last day of each month the CONTRACTOR shall submit to the CITY, in the form required by the CITY, a written Application For Payment showing the value of the Work performed and in place as of that date. From this amount shall be deducted all previous payments and all charges for services, materials, equipment and other items chargeable to the CONTRACTOR. The balance of such Application must be approved by the CITY and should represent the value of Work done and material furnished in accordance with the terms and conditions of this Contract during the preceding month. The CONTRACTOR shall be paid ninety-five (95%) percent of such amount. The five (5)

percent retained shall be held by the CITY until final completion and acceptance of all Work covered by this Contract; compliance by the CONTRACTOR with all of its responsibilities hereunder including the provision of signed waivers of lien from CONTRACTOR, its subcontractors and suppliers; the posting of a twenty-five percent (25%) maintenance bond by the CONTRACTOR insuring the Project for a period of two (2) years from the date of final acceptance; and the making of all payments due all subcontractors and material suppliers in connection with the Project. Nothing herein shall modify or limit detailed payment provisions contained in the Contract Documents and approved by the Director.

Prior to commencing the Work, the CONTRACTOR shall submit to the CITY a detailed Schedule of Values showing the breakdown of the total contract price into its various parts for approval. The CITY may modify the Schedule of Values, or may require additional information or a more detailed breakdown of costs, subject to their final approval. All Applications for Payments will thereafter be submitted according to the approved payment Schedule.

The CITY reserves the right to advance the date of any payment (including the final payment) under this Contract if, in its judgment, it becomes desirable to do so.

The CONTRACTOR agrees that, if and when requested to do so by the CITY, it shall furnish such information, evidence and substantiation as the CITY may require with respect to the nature and extent of all obligations incurred by the CONTRACTOR for or in connection with the Work, all payments made by the CONTRACTOR thereon, and the amounts remaining unpaid and the reasons therefor.

The CONTRACTOR warrants that: (1) title to Work, materials and equipment covered by an Application for Payment will pass to the CITY either by incorporation in construction or upon receipt of any payment for the same by the CONTRACTOR, whichever occurs first; (2) Work, materials and equipment covered by Applications for Payment shall be free and clear of liens, claims, security interests or encumbrances; and (3) no Work, materials or equipment covered by an Application for Payment shall be acquired by the CONTRACTOR, or any other entity or person performing any Work at the Site or furnishing materials or equipment for the Project, subject to an Contract or arrangement under which any interest therein or an encumbrance thereon is retained by the seller of such or is otherwise imposed by the CONTRACTOR or such other entity or person.

With each Application For Payment the CONTRACTOR shall certify to the CITY that the Work, for which payment is requested, has been fully completed in accordance with the Contract Documents; that all amounts owed to any subcontractor and subconsultant for Work or materials covered by all previous progress payments have been paid in full; and that the CONTRACTOR has no claim outstanding against the CITY related to this, or any previous progress payment, except any such claim as has been previously served by way of a detailed, verified statement upon the CITY prior to the filing of such Application For Payment. If requested to do so, the CONTRACTOR will file signed Waivers of Lien with each Application for Payment in a form satisfactory to the CITY.

The CONTRACTOR's refusal to accept any payment as tendered shall constitute a waiver of any right to interest thereon.

It is further agreed that so long as the CONTRACTOR fails to comply with any lawful or proper direction concerning the Work or material given by or on behalf of the Director, the CONTRACTOR shall not be entitled to have any estimate made for the purpose of payment. No such estimate shall be rendered until the CONTRACTOR fully and satisfactorily complies with all such directions.

If any of the following occurs: (1) a claim or lien is made or filed with or against the CITY, the Project, or the Project funds by any person claiming that the CONTRACTOR or any subcontractor or other person under subcontract has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work; (2) there is evidence of such nonpayment or of any claim or lien for which, if established, the CITY might become liable and which is chargeable to the CONTRACTOR; (3) the CONTRACTOR or any subcontractor or other person under subcontract causes damage to the Work or to any other work on the Project; (4) or if the CONTRACTOR fails to perform or is otherwise in default under any of the terms or provisions of this Contract, the CITY shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (i) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (ii) make good any such nonpayment, damage, failure or default, and (iii) compensate the CITY for and indemnify and hold it harmless against any and all actual or potential losses, liabilities, damages, costs and

expenses, including legal fees and disbursements, which may be sustained or incurred in connection therewith. The CITY shall have the right to apply and charge against the CONTRACTOR so much of the amount retained as may be required for the foregoing purposes. If the amount is insufficient therefor, the CONTRACTOR shall be liable for the difference and promptly pay the same to the CITY. No person shall have any right or claim by reason of the CITY's failure or refusal to withhold monies. No interest shall be payable by the CITY on any amounts withheld under this provision.

This provision is not intended to limit or in any way prejudice any other right of the CITY.

No payment (final or otherwise) made under or in connection with this Contract shall be conclusive evidence of the proper performance of the Work or of this Contract, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials nor shall it release the CONTRACTOR from any of its obligations under this Contract; nor shall entrance upon and use of the Site by the CITY constitute acceptance of the Work or any part thereof.

If, in the judgment of the Director, the Project is "substantially," although not entirely, completed, and in this event the withholding of the retained percentage would be an injustice to the CONTRACTOR, the Director may, provided that he receives certification that the essential items in the Contract have been completed in accordance with the terms of the Contract, include in the final account such uncompleted items. The CITY will pay the CONTRACTOR therefor at the item prices in the Contract upon the CONTRACTOR's depositing with the Director a certified check drawn upon a legally incorporated bank or trust company equal to at least double the value of such uncompleted Work. The deposit may be used by the Director to complete the uncompleted portion of the Contract and any unused portion may be returned to the CONTRACTOR upon its satisfactory completion of the uncompleted Work within a specified number of working days after it has been notified to proceed.

ARTICLE 10. PAYMENT TO SUBCONTRACTORS AND SUPPLIERS

The CONTRACTOR shall, within thirty (30) days after its receipt of payment from the CITY, pay all amounts due any supplier or subcontractor, whether for labor performed or materials furnished hereunder, when such labor or

materials have been included in a requisition submitted by the CONTRACTOR and paid by the CITY.

The CONTRACTOR shall include in each of its contracts and subcontracts hereunder a provision requiring each contractor or subcontractor to pay all amounts due any of its own subcontractors, (second tier subcontractors), whether for labor performed or materials furnished, within thirty (30) days after such contractor or subcontractor is paid by the CONTRACTOR an amount that includes payment for labor or materials furnished by such second tier subcontractor.

ARTICLE 11. FINAL PAYMENT

Final payment and payment of any amounts retained shall not become due until the following conditions precedent have been met: (1) the CITY accepts the Project and approves of all the Work performed hereunder; (2) the CONTRACTOR submits the following documents satisfactory to the CITY (a) certification that all payrolls, bills for materials, labor and equipment, and all other indebtedness connected with the Project, for which the CITY or CITY's property might be liable, have been paid or otherwise satisfied and that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, materials, equipment or other items performed, furnished or incurred for or in connection with the Work; (b) written consent of surety, if applicable; (c) a certificate confirming that insurance required by the Contract Documents is to remain in force for the required period of time following completion of the Work; (d) a satisfactory maintenance bond posted with the CITY ensuring the Project in compliance with Section 109-13 of the General Conditions for a period of two (2) years from the date of final acceptance; (e) the CONTRACTOR provides all required certifications that all products and materials comply with applicable specifications and have been properly installed and/or incorporated into the Project including all applicable manufacturers' warranties for same; (f) any other information and documentation establishing payment or satisfaction of all outstanding obligations, to the extent and in such form as may be designated by the CITY, such as, by way of example only, receipts, releases and waivers of liens, including the execution and delivery by the CONTRACTOR, in a form satisfactory to the CITY, of a general release running to and in favor of the CITY; (g) all required Certified Payrolls acceptable to the State of Connecticut Department of Labor; and (h) all Change Orders with sufficient backup/documentation acceptable to the

CITY. Should any claim be made or other obligation arise after final payment is made, the CONTRACTOR shall refund to the CITY all expenses paid by the CITY to satisfy, discharge or defend against any such claim, obligation or lien or any action brought or judgment recovered thereon and all costs and expenses, including legal fees and disbursements, incurred in connection therewith.

If the CONTRACTOR cannot, for reasonable cause not of its own fault, furnish any such information or documentation required by the CITY, the CONTRACTOR may furnish a bond satisfactory to the CITY promising to indemnify the CITY against any Project related, outstanding obligation. If any lien remains unsatisfied after final payments are made by the CITY, the CONTRACTOR shall reimburse the CITY for moneys the CITY may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Final payment being tendered by the CITY shall constitute a waiver of claims by the CITY except those arising from:

- A. unsettled liens;
- B. faulty or defective Work or materials;
- C. failure of the Work or materials to comply with requirements of the Contract Documents; or
- D. terms of special warranties provided by the CONTRACTOR, its suppliers, or its subcontractors, or within the Contract Documents.
- E. Claims arising after the authorization of any payment.

Acceptance by the CONTRACTOR, or anyone claiming by or through it, of any interim or final payment hereunder shall constitute and operate as a release of the CITY from any and all claims of any liability or responsibility to the CONTRACTOR for anything done to, furnished for, relating to or in connection with the Project hereunder, and for any act, neglect, default on the part of the CITY or any of its officers, agents, or employees unless the CONTRACTOR serves a detailed and verified statement of claim upon the CITY prior to the acceptance of such payment. Such statement shall specify the items and details upon which the claim is based and any claim shall be limited to such items. The CONTRACTOR's refusal to accept the final payment as

tendered shall constitute a waiver of any right to interest thereon.

ARTICLE 12. FINAL ACCEPTANCE OF WORK

When, in the opinion of the Director, the CONTRACTOR has fully performed all the required Work under this Contract and any Change Orders issued for the Project to the CONTRACTOR, the Director shall recommend the acceptance of the Work so completed. If the recommendation is accepted, the CITY shall thereupon notify the CONTRACTOR in writing of such acceptance, and copies of such acceptance shall be sent to other interested parties. However, the CITY has the right to reject the whole or any portion of the Work should it be found or known to be inconsistent with the terms of the Contract Documents or otherwise improper. All certifications upon which partial payments may have been made, being merely estimates, are subject to correction in the final determination or upon final payment.

ARTICLE 13. SAFETY

The CONTRACTOR agrees that it is responsible for preventing accidents and ensuring safety of all persons engaged in the Project or in the vicinity of the Work including members of the general public. The CONTRACTOR shall comply with all laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with all safety standards established during the progress of the Work.

The CONTRACTOR shall at all times provide sufficient, safe and proper facilities for the inspection of the Work by the CITY and its authorized representatives in the field, at shops or at any other place where materials or equipment for the Work are in the course of preparation, manufacture, treatment or storage. The CONTRACTOR shall, immediately upon receiving written notice from the CITY, stop any part of the Work which is deemed unsafe and proceed to take down all portions of the Work and remove all materials whether worked or unworked, that may be noted as unsound, defective or improper or as in any way failing to conform to this Contract or the Plans, Specifications or other Contract Documents. The CONTRACTOR, at its own cost

and expense, shall replace the same with proper and satisfactory Work and materials and make good all Work damaged or destroyed by or as a result of such unsound, defective, improper or nonconforming Work or materials or by the taking down, removal or replacement thereof. The CONTRACTOR agrees that it shall not have nor make any claim for costs, damages, delays or extensions of time arising out of such stoppages. Should the CONTRACTOR neglect to take such corrective measures, the CITY may do so at the cost and expense of the CONTRACTOR and may deduct the cost thereof from any payments due or to become due to the CONTRACTOR.

Notwithstanding the foregoing, CONTRACTOR shall at all times be responsible for ensuring the safety of all persons and property at the Site, regardless of any action or failure to act on the part of the CITY. Nothing set forth herein, nor any action or failure to act by the CITY, shall relieve the CONTRACTOR of its obligations and responsibilities with regard to safety and safeguarding of the Site and all persons and property thereon or adjacent thereto.

ARTICLE 14. COMPLIANCE WITH GOVERNMENTAL LAW AND REGULATIONS

The CONTRACTOR shall comply with all applicable laws, codes and regulations governing the Work and the Project, including any and all special requirements of the Contract Documents, including specifically the City of Norwalk Code Chapter 34 and shall require the same of its Trade Contractors and Subcontractors. In addition, all Trade Contractors and Subcontractors working on the Project shall have, throughout the period of the Work, valid State of Connecticut Department of Consumer Protection issued licenses to do business according to the current, applicable regulations.

A. Equal Employment Opportunity and Affirmative Action

The CONTRACTOR for itself and all subcontractors and subconsultants employed in connection with the Project shall agree to abide by the provisions of State of Connecticut Executive Orders Numbers 3 and 17 and Presidential Executive Orders Numbers 11246, 11375 and 11063.

The CONTRACTOR or its subcontractors and subconsultants further agree and warrant that in the performance of this Contract it will not discriminate or

permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness -unless it is shown by the CONTRACTOR, its subcontractors and/or subconsultants that such disability prevents performance of the Work involved in any manner prohibited by the laws of the United States or of the State of Connecticut. The CONTRACTOR further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability including, but not limited to, blindness -unless it is shown by the CONTRACTOR that such disability prevents performance of the work involved. The terms stated in this paragraph shall be defined as set forth in Connecticut General Statutes Section 4a-60(d).

The CONTRACTOR shall not permit any coercion, intimidation, threatening or interference with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by state or federal laws, including without limitation, the Americans with Disabilities Act.

The CONTRACTOR agrees to comply with any request of the City of Norwalk or the Connecticut Commission on Human Rights and Opportunities to provide information and permit access to pertinent books, records and accounts concerning its employment practices and procedures.

For purposes hereof, discrimination in employment shall include, but need not be limited to, employment advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment and selection for apprenticeship.

The CONTRACTOR agrees and warrants that it will make good faith efforts to employ minority business enterprises as contractors, subcontractors and suppliers of materials on or related to the Project. For purposes of this paragraph the term "minority business enterprise" shall be defined as set forth in Connecticut General Statutes Section 4a-60(e).

The CONTRACTOR will cause the foregoing provisions to be inserted in all trade contracts and subcontracts for any Work related to the Project or covered by this Contract so that such provisions will be binding upon each trade contractor and subcontractor.

B. In addition, CONTRACTOR shall comply and shall require its trade contractors and subcontractors who perform any Work in connection with the Project to comply with all current, applicable terms of the following, as the same may be amended from time to time:

- The Civil Rights Act of 1964, as amended;
- Federal Labor Standards (29 CFR Parts 3, 5 and 5a);
Davis Bacon Act;
- Copeland "Anti-Kickback" Act (18 USC 874), as supplemented in the Department of Labor Regulations (20 CFR - Part 3);
- Flood Disaster Protection Act (PL 93-291);
- Hatch Act (Title 4 USC Chapter 15);
- Section 504 of the Rehabilitation Act of 1973;
- The Americans With Disabilities Act;

C. Prevailing Wage Requirements

This Contract shall be subject to the Connecticut State Prevailing Wage regulations and requirements and applicable prevailing wage rates- as such may be amended or revised from time to time; and

The CONTRACTOR shall comply, at its own cost, with all such applicable prevailing wage rate regulations, as the same may be revised or amended from time to time. Under no circumstances shall the CONTRACTOR be entitled to any additional payment or any increase in the costs, fees or expenses payable by the CITY hereunder, based on any increase in the cost of compliance with applicable regulations, requirements or any increase in the applicable, prevailing wage rates.

D. State Labor and Employment Regulations

Pursuant to Connecticut General Statutes, Section 31-52a, the following provision shall be incorporated into this Contract and each subcontract hereunder insofar as this Contract or any such subcontract relates to a public works project, including, but not limited to, construction,

remodeling or repairing of any public facility or structure (except public buildings covered by Section 31-52), site preparation or improvement, appurtenances or highways, or the preparation or improvement of any land or waterway on or in which a structure is situated or to be constructed:

In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the State who are, and continuously for at least six (6) months prior to the date hereof have been, residents of this State, and if no such person is available then to residents of other states.

Pursuant to Connecticut General Statutes, Section 31-53, the following provision shall be incorporated into this Contract and each subcontract hereunder for work relating to the construction of a public works project where the total cost of all Work to be performed in connection with the Project is Four Hundred Thousand Dollars (\$400,000.00) or more, or for work relating to the remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project if the total cost of all work to be performed in connection with such project is One Hundred Thousand Dollars (\$100,000.00) or more:

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the Work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the CITY of Norwalk. Any contractor who is not obligated by Contract to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

In the event that the CITY determines that any mechanic, laborer or workman employed by the CONTRACTOR or any subcontractor directly on the Site for the Work contemplated hereunder has been or is being paid a rate of wages less than that required to be paid, as stated herein, the CITY may, by written notice to the CONTRACTOR,

terminate the CONTRACTOR's right to proceed with the Work hereunder or such part of the Work for which there has been a failure to pay the required wages. In the event of such termination, the CITY may prosecute the Work to completion by contract or otherwise and the CONTRACTOR and its sureties shall be liable to the CITY for all costs incurred thereby in excess of the compensation to be paid under this Contract.

Each employer subject to the provisions of Section 31-53 of the Connecticut General Statutes shall comply with the applicable requirements at its own cost and expense and shall not be entitled to any additional payment or increase in its fees payable hereunder as a result of or due to the cost of compliance.

ARTICLE 15. RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT

A. If, at any time, the CITY determines that the Work hereunder is not being performed according to the Contract or for the best interest of the CITY or should the CONTRACTOR at any time refuse or neglect to supply a sufficient number of skilled workers or materials of the proper quality and quantity; or fail in any respect to prosecute the Work with promptness and diligence; or cause by any act or omission the stoppage, impede, obstruct, hinder or delay of or interference with or damage to the Work of any other contractors or subcontractors on the Project; or fail in the performance of any of the terms and provisions of this Contract or of the other Contract Documents; or should there be filed by or against the CONTRACTOR a petition in bankruptcy or for an arrangement or reorganization; or should the CONTRACTOR become insolvent or be adjudicated a bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency -- then in any of such events, each of which shall constitute a default hereunder on the CONTRACTOR's part, the CITY shall have the right, in addition to all other rights and remedies provided by this Contract and the other Contract Documents or by law, to temporarily suspend the execution of the Work by the CONTRACTOR and proceed with the Work under its own direction in accordance with the Contract specifications and in such manner as the Director determines to be in the best interests of the CITY or, the CITY may terminate the CONTRACTOR's employment under this Contract while it is in progress, and thereupon proceed with the Project in such manner and by such process as it determines to be in the

best interest of the Project.

In any of the foregoing events, the CONTRACTOR shall not be entitled to receive any further payment under this Contract until the Work shall be wholly completed to the satisfaction of the CITY, as evidenced by written acceptance signed by the Director. All costs, expenses, losses and damages, including attorneys' fees, and all other charges incurred by the CITY for the completion of the Work as a result shall be charged to the CONTRACTOR and deducted by the CITY from any monies due or payable or to become due or payable hereunder. Such costs and expenses shall include not only the cost of completing the Work to the satisfaction of the CITY and of performing and furnishing all labor, services, materials, equipment, and other items required therefor, but also all losses, damages, costs and expenses, (including legal fees and disbursements incurred in connection with reprocurement, in defending claims arising from such default and in seeking recovery of all such costs and expenses from the CONTRACTOR and/or its surety), and disbursements sustained, incurred or suffered by reason of or resulting from the CONTRACTOR's default. If such costs and expenses and other charges exceed the amount stated herein, such excess amount shall be charged to and promptly paid by the CONTRACTOR to the CITY. In computing the amounts chargeable to the CONTRACTOR, the CITY shall not be held to a basis of the lowest prices for which the completion of the Project or any part thereof might have been accomplished, but the CONTRACTOR shall be liable for all sums actually paid or expenses actually incurred in affecting prompt completion of the Project hereunder. The rights described herein are in addition to any other rights and remedies provided by law.

Should the CITY reactivate the performance of the Project, in whole or in part, within one (1) year from the time of suspension, any fees paid to the CONTRACTOR pursuant to this Contract shall be applied as payment on the fees as set forth in the Contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year but not sooner, the CONTRACTOR and the CITY may renegotiate the Contract based upon current conditions or may unilaterally elect to terminate the Contract.

Termination or suspension under this section shall not give rise to any claim against the CITY for damages or compensation in addition to that provided hereunder.

ARTICLE 16. INTERPRETATION OF PLANS/SHOP DRAWINGS

The Work shall be performed and furnished under the direction and to the satisfaction of the CITY and, where appropriate, its Architect or Engineer. The CONTRACTOR shall be responsible for identifying any ambiguity in, or difference in interpretation of the plans, specifications or other Contract Documents, or between or among any of them, and immediately submitting the issue to the CITY, which will transmit the same to the responsible professional designer (i.e., Professional Engineer or Architect) who shall resolve the same. Any decision in relation thereto shall be final and conclusive upon the parties. The CITY will furnish to the CONTRACTOR any additional information and Plans as may be prepared to further describe the Work and the CONTRACTOR shall conform to and abide by the same.

Notwithstanding the dimensions on the Plans, Specifications and other Contract Documents it shall be the obligation and responsibility of the CONTRACTOR to take such measurements as will insure the proper matching and fitting of the Work covered by this Contract with contiguous work.

The CONTRACTOR shall prepare and submit to the Director such shop drawings as may be necessary to describe completely the details and construction of the Work. Approval of such shop drawings shall not relieve the CONTRACTOR of its obligation to perform the Work according to the Plans, Specifications, the Special Conditions, Addenda and all other Contract Documents, nor of its responsibility for the proper matching and fitting of the Work with contiguous work and the coordination of the Work with other work being performed on the Site, which obligation and responsibility shall continue until completion and acceptance of the Project.

The CONTRACTOR's submission of a shop drawing shall constitute the CONTRACTOR's representation that it has reviewed the submission for accuracy and compliance with all Contract Documents and that, wherever engineering is required to be performed, same has been performed by a qualified and licensed engineer which shall have responsibility therefor.

Should the proper and accurate performance of the Work hereunder depend upon the proper and accurate performance of other work not covered by this Contract, the CONTRACTOR shall carefully examine such other work, determine whether

it is in fit, ready and suitable condition for the proper and accurate performance of the Work hereunder, use all means necessary to discover any defects in such other work, and before proceeding with the Work hereunder, report promptly any such improper conditions and defects to the CITY in writing and allow the CITY a reasonable time to have such improper conditions and defects remedied.

ARTICLE 17. REJECTED WORK AND MATERIAL

In the event the CITY finds that the materials furnished, the finished Project or the Work performed hereunder by the CONTRACTOR, for any reason, does not conform with the requirements of the Contract Documents including any performance and Project specifications and has resulted or will result in an inferior or unsatisfactory product, the materials or Work shall be removed and replaced or otherwise corrected, to the satisfaction of the CITY, by and at the expense of the CONTRACTOR.

The CONTRACTOR agrees that it shall at once remove from the Site at its own expense all Work or material which may be rejected by the CITY and replace the same with Work or material satisfactory to the CITY. All Work shall be in a first class and satisfactory condition at the time of final acceptance.

ARTICLE 18. LAWS, PERMITS, AND LICENSES

The CONTRACTOR shall observe all Federal, State, and local laws and regulations and shall procure all necessary licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work hereunder without any additional charge or expense to the CITY. CONTRACTOR shall be responsible for and shall correct, at its sole cost and expense, any violation thereof resulting from or in connection with the performance or failure to perform the Work.

The CONTRACTOR shall at any time upon demand furnish such proof as the CITY may require showing such compliance and the correction of such violations. The CONTRACTOR agrees to save harmless and indemnify the CITY, its officers and employees, from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the CONTRACTOR's failure to comply with any

of said laws, ordinances, rules, regulations, standards, orders, notices or requirements or to correct such violations therefor in connection with the performance of Work.

ARTICLE 19. EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR shall agree to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning its employment practices and procedures.

The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any of the Work covered by this Contract so that such provisions will be binding upon each subcontractor.

ARTICLE 20. SUCCESSORS AND ASSIGNS

This Contract shall bind the successors, assigns and representatives of the parties hereto. Notwithstanding the foregoing, this Contract may not be assigned by the CONTRACTOR nor shall the CONTRACTOR's rights, title or interest herein or hereto be assigned, transferred, conveyed, sublet, or disposed of without the previous written consent of the Director.

ARTICLE 21. RESPONSIBILITY FOR THE SITE

At all times throughout the performance of this Contract and until final acceptance of the Work hereunder, the CONTRACTOR shall be in control of and responsible for the Site and for any loss or damage to the Work to be performed and furnished under this Contract, however caused. This shall include responsibility for loss of or damage to materials, tools, equipment, appliances or other personal property owned, rented or used by the CONTRACTOR or anyone employed by it in the performance of the Work, however caused. Accordingly, the CONTRACTOR shall, at its own cost and expense, (1) keep the Site free at all times from all waste materials, packaging materials and other rubbish accumulated in connection with the execution of its Work, (2) clean and remove from its own Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete or dirt caused by the execution of its Work and make good all defects resulting therefrom, (3) at the completion of its Work in each area, perform such cleaning as may be required to leave the area "broom clean," and (4) at the entire completion of its Work, remove all of its tools, equipment, scaffolds, shanties and

surplus materials. Should the CONTRACTOR fail to perform any of the foregoing to the CITY's satisfaction, the CITY shall have the right to perform and complete such Work itself or through others and charge the cost thereof to the CONTRACTOR.

ARTICLE 22. INSURANCE

The CONTRACTOR agrees to obtain at its own cost and expense all insurance required by the attached Insurance Rider and to keep the same in continuous effect for a period of two (2) years following the date on which the Director indicates the termination of the CONTRACTOR's responsibilities hereunder. Before commencing the Project, the CONTRACTOR shall furnish the CITY's Corporation Counsel a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the CITY. Each insurance certificate shall be endorsed to name the City of Norwalk as an additional insured party and shall provide that the insurance company providing coverage shall notify the CITY by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

Waiver of Subrogation: Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

ARTICLE 23. INDEMNIFICATION

The CONTRACTOR expressly agrees to at all times indemnify, defend and save harmless the City of Norwalk and its respective officers, agents and employees, on account of any and all demands; claims; damages; losses; litigation; financial costs and expenses, including counsel's fees; and compensation arising out of personal injuries (including death), any damage to property, real or personal, and any other loss, expense or aggrievement directly or indirectly arising out of, related to or connected with the Project and the Work to be performed hereunder by the CONTRACTOR, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The CONTRACTOR shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Contract; shall

be separate and independent of any other provision or requirement of this Contract; and shall not be limited by reason of any insurance coverage provided hereunder.

The CITY may withhold from any payment due or to become due to the CONTRACTOR an amount sufficient in its judgment to protect and indemnify the CITY, its officers, agents, servants and employees from and against any and all such claims and liabilities described above.

Nothing in this provision, or elsewhere in this Contract, shall be deemed to relieve the CONTRACTOR of its duty to defend the CITY or any Indemnified Party, as specified in this Contract, pending a determination of the respective liabilities of the CONTRACTOR, the CITY, or any Indemnified Party, by legal proceeding or Contract.

In furtherance to but not in limitation of the indemnity provisions in this Contract, CONTRACTOR hereby expressly and specifically agrees that its obligation to indemnify, defend and save harmless as provided in this Contract shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under workers' compensation laws.

ARTICLE 24. SUBCONTRACTING AND ASSIGNMENTS

The CONTRACTOR shall not subcontract any portion of the Work to be performed hereunder unless the prior written consent of the Director is given for both the Work to be subcontracted and the subcontractor to perform the same.

In the event that the CITY approves of the hiring of subcontractors or subconsultants to pursue the Project, the CONTRACTOR agrees to cooperate as fully as possible with the CITY and any and all such subcontractors and subconsultants in the interests of the Project. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of its subcontractors and subconsultants as it is for the acts and omissions of its direct employees and shall require any subcontractor or subconsultant approved by the CITY to agree in a written contract to observe and be bound by all obligations and conditions of this Contract to which CONTRACTOR is bound hereby including the requirements regarding insurance and indemnification.

Each subcontract Contract shall preserve and protect the rights of the CITY and the Project Architect/Design Engineer, under the Contract Documents with respect to the

Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow the subcontractor, unless specifically provided otherwise, the benefits of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR has against the CITY pursuant to the Contract Documents.

Nor shall CONTRACTOR assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Contract including, but not limited to, any right to receive payments hereunder, without the prior written consent of the CITY in its sole discretion. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event CONTRACTOR assigns, sells, encumbers or otherwise transfers its rights to any monies due or to become due under this Contract as security for any loan, financing or other indebtedness (herein "Assignment"), notification to the CITY of such Assignment must be sent by certified mail, return receipt requested, and the Assignment shall not be effective as against the CITY until the CITY provides its written consent to such Assignment. CONTRACTOR agrees that any such Assignment shall not relieve the CONTRACTOR of any of its Contracts, duties, responsibilities or obligations under this Contract and the other Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between the CITY and assignee or transferee. CONTRACTOR further agrees that all of the CITY's defenses and claims arising out of this Contract with respect to any Assignment are reserved unless expressly waived in writing by a duly authorized corporate officer. CONTRACTOR hereby agrees to indemnify, defend and hold harmless the CITY from and against any and all loss, cost, expense or damages that the CITY has or may sustain or incur in connection with such Assignment.

ARTICLE 25. WARRANTY

The CONTRACTOR hereby warrants to the CITY that all of the Work shall be in conformance with the Plans, Specifications, and all Contract Documents and shall be of good quality and free from any faults and defects.

The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the CITY any portion of the Work, materials or equipment which, at any time up until two (2) years from the date of final acceptance of the Work hereunder, the Architect or the CITY shall condemn as unsound, defective or improper or as in

any way failing to conform to this Contract or the plans, specifications or other Contract Documents, and the CONTRACTOR, at its own cost and expense, shall replace the same with proper and satisfactory Work, materials and/or equipment. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the CITY that all materials and equipment furnished under this Contract will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents; that the Work performed and materials used pursuant to this Contract will be free from any defects and that the Work will conform with the requirements of the Contract Documents. Work not conforming to such requirements, not of the prescribed quality, or not capable of meeting the CITY's performance specifications, including substitutions not properly approved and authorized, shall be considered defective and must be removed and replaced by CONTRACTOR at its own cost and expense. All warranties contained in this Contract and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law.

ARTICLE 26. NOTICE OF CLAIMS

Claims by either party must be in writing and sent within thirty (30) days following the occurrence of an event giving rise to the claim or within thirty (30) days after the claimant first acquires knowledge of or information concerning the claim, whichever occurs later to the extent that such knowledge or information could not have been reasonably obtained earlier. Claims must be made in writing and sent to the other party at the address(es) listed herein and shall describe the nature of the claim, the events or circumstances that gave rise to the claim with reasonable detail, and the amount thereof to the best of the claimant's information.

ARTICLE 27. LIQUIDATED DAMAGES

It is understood by the parties that timely completion of the Project is essential. Failure of the CONTRACTOR to complete the Project by the date stated herein will result in the CITY and the public incurring damages, additional costs and inconveniences that would be impossible or extremely difficult to accurately quantify at the time. Therefore, the parties agree that, if the CONTRACTOR fails to satisfactorily complete the Project hereunder within the time specified or within any extension of time that may have been allowed, there shall be deducted from any monies

due or that may become due the CONTRACTOR, the sum of HUNDRED DOLLARS (\$_____) for each and every calendar day, including Saturdays and legal holidays, that the Project remains incomplete in accordance with Article 5 of this Contract. This sum shall not be imposed as a penalty, but as liquidated damages due the CITY from the CONTRACTOR by reason of the damages incurred, inconvenience and additional costs and expenses to the public together with other problems suffered as a result of any such delay thereby occasioned.

ARTICLE 28. GENERAL PROVISIONS

A. This Contract shall be deemed binding only to the extent that sufficient funds are available and appropriated to the CITY for payment in accordance with the terms hereof and no liability on account of this Contract shall be incurred by the CITY beyond such moneys as are properly made available and appropriated for the Project.

B. The relationship of the CONTRACTOR to the CITY is that of an independent CONTRACTOR. The CONTRACTOR covenants and agrees that it will conduct itself consistent with such status; that it will neither hold itself nor any of its employees or agents out as nor claim to be an officer, agent, or employee of the CITY by reason hereof; and that it will not, neither for itself nor on behalf of any of its employees, agents, or subcontractors, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

C. The CONTRACTOR hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. Should the CONTRACTOR be unable to certify the above statement, it shall attach a certified statement explaining such to this Contract. The CONTRACTOR further agrees to include the foregoing certification in any subcontract or purchase order, which it may enter into in furtherance of the Work contemplated hereunder.

D. No member of the governing body of the CITY, and no other officer, employee, or agent of the CITY, shall have any personal interest, direct or indirect, in this

Contract, except as permitted by the Code of Ethics of the City of Norwalk; and the CONTRACTOR covenants that no person having such interest shall be employed in the performance of this Contract.

E. This Contract shall be construed in accordance with the laws of the State of Connecticut, and any action at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District Stamford/Norwalk.

F. The CONTRACTOR shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Contract or the services to be performed hereunder, and shall commit no trespass on any private property in performing any of the Work embraced herein.

G. This Contract incorporates all the understandings of the parties hereto, supersedes any and all Contracts and negotiations reached and all commitments made by the parties prior to the execution of this Contract, whether oral or written, and shall not be released, amended or modified in any way unless by a written instrument signed by the parties hereto.

H. If any provision of this Contract is held invalid, the balance of the provisions of this Contract shall not be affected thereby if the balance of the provisions of this Contract would then continue to conform to the requirements of applicable laws.

I. Each and every provision and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the written consent of the parties, this Contract shall forthwith be physically amended to make such insertion.

J. All notices of any nature referred to in this Contract shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the City: «DepartmentHead»,
«DepartmentHeadTitle»
Norwalk «Department» Department

With copies to: Office of Corporation Counsel
City Hall, 125 East Avenue,
Room 237
Norwalk, Connecticut 06856-5125

To the Contractor: «VendorAuthorizer»,
«VendorAuthorizerTitle»
«VendorName»
«VendorAddress1»
«VendorCity», «VendorState»
«VendorZip»

K. The CITY of Norwalk's hiring practices strive to comply with all applicable federal regulations regarding employment eligibility and employment practices. Thus, all individuals and entities seeking to do work for the CITY are expected to comply with all applicable laws, governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and employment practices. The CITY reserves the right at its discretion, but does not assume the obligation to require proof of valid citizenship or, in the alternative, proof of a valid green card for each person employed in the performance of work or services for the City of Norwalk. By reserving this right the CITY does not assume any obligation or responsibility to enforce or ensure compliance with the applicable laws and/or regulations.

L. The Contract and its attached exhibits include applicable State of Connecticut and federal governmental requirements that the Contractor must comply with and must require its subcontractors and consultants to comply with. The Contractor hereby acknowledges that such requirements are subject to revision by the state or federal governmental authorities from time to time during the Contract term and that, by entering into a Contract with the City, the Contractor agrees to be subject to such revised requirements and changes in law or regulations as in effect at any given time and, as a result thereof, shall perform any additional obligations with respect to the particular Project, throughout the term of this Contract. The Contractor shall observe all federal, state and local laws, Ordinances, policies, practices and regulations. In addition, the Contractor agrees to promptly procure all necessary approvals, licenses and permits, pay all charges and fees,

and give all notices necessary and incident to the due and lawful prosecution of the Work.

M. In case of a conflict between the provisions of the Contract any state and federal requirements, or any specification, guide, manual, policy, or requirement of the Contract Documents, or other publication referenced herein, the provision containing additional details or more stringent requirements will control. In case of the Contractor's inability to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the City shall have the right to determine, in its sole discretion, which provision applies. The Contractor shall promptly request in writing the City's determination upon the Contractor's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of the Contract.

N. With respect to any referenced guide, manual, policy, document, or other publication noted in the Contract and noted to be subject to revision throughout the term of the Contract, the Contractor agrees to comply with the version of the document or publication that is in effect on the date effective of the Contract.

O. The Contractor shall cooperate fully with the City and permit the City, or other state or federal authority, as applicable, to review, at any time during the Work, all activities performed by the Contractor with respect to any Work under this Contract. Upon request of the City, the Contractor shall timely furnish all documents related to the Work so that the City may evaluate the Contractor's activities with respect to the Project, including, but not limited to, its performance of the Work pursuant to this Contract, and applicable law.

P. The CONTRACTOR hereby represents to the CITY as follows:

(i) That it is a legally existing corporation under the laws of its state of incorporation and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

(ii) that it has the financial resources to perform

this Contract and that it is not the subject of any litigation or action, pending or threatened, regarding this Contract or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Contract;

(iii) that it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Contract and to assume the responsibilities and obligations created hereunder;

(iv) that this Contract is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the CONTRACTOR hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions; and

(v) that it is in compliance with all applicable regulations and laws governing employment practices.

IN WITNESS WHEREOF, this Contract has been executed in four (4) counterparts by the CITY, acting by and through its Mayor, who has caused the seal of his office to be affixed hereto, and the CONTRACTOR has duly executed this Contract on the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK

Witness

Witness

By: _____
«ContractAuthorizer»
Its «ContractAuthorizerTitle»
Duly Authorized

Date Signed: _____

Signed, Sealed and Delivered
in the Presence of:

«VendorName»

Witness

Witness

By: _____
«VendorAuthorizer»
Its «VendorAuthorizerTitle»
Duly Authorized

(Affix corporate seal of
contractor if a corporation)

Date Signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____
Comptroller

Date: _____

INSURANCE RIDER

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: With respect to all operations the Contractor performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

Umbrella/Excess Liability: With respect to all operations the Contractor performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

Environmental Liability: If applicable, based on the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation (Contractor's Pollution Liability -CPL-) insurance in the amount of Five

Million Dollars (\$5,000,000) per claim limit and Five Million Dollars (\$5,000,000) aggregate limit per occurrence. If the insurance is provided with a combination of excess pollution liability policies, the policy shall be written on a follow form coverage wording to its underlying Schedule of insurance.

Errors and Omissions/Professional Liability: With respect to any damage caused by an error, omission or any negligent or wrongful act of the Contractor or any subcontractor or subconsultant in connection with any professional services performed under this Agreement the Contractor shall carry One Million Dollars (\$1,000,000) coverage per claim.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded

for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the Contractor's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City of Norwalk as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Waiver of Subrogation: Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation

Counsel's Office prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

1.4 INSURANCE REQUIREMENTS

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: With respect to all operations the Contractor performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Hundred Thousand Dollars (\$100,000.00) coverage for each accident, One Hundred Thousand Dollars (\$100,000.00) coverage for each employee by disease, Five Hundred Thousand Dollars (\$500,000.00) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00) coverage per accident for bodily injury and property damage.

Umbrella/Excess Liability: With respect to all operations the Contractor performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance

policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the Contractor's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Waiver of Subrogation: A waiver of subrogation is required by the City for all policies applicable to this contract. Waiver of Subrogation should be noticed by City via Contractor's ACORD Form Certificate of Insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, P. O. Box 798, Norwalk, Connecticut 06856-0798.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

SECTION 2

PROJECT TECHNICAL SPECIFICATIONS/DRAWINGS

GENERAC

11kW Generac air cooled standby generator model 6439 (No substitutions)

- Fuel: Natural Gas
- Weather protective sound enclosure
- 120/240V
- Generac 100A ATS

Vendor should provide:

- Turnkey installation per drawings E-1, E-2, and A-1
- Generator Equipment
- Composite mounting pad for generator to be placed on
- Obtain electrical permit from Town Hall/building dept.
- Deliver generator to site and rig onto roof
- Natural Gas Connection from existing meter
- Install Automatic Transfer Switch (ATS) and make all electrical connections
- Provide startup and test by factory trained & authorized NEG technician
- Training
- Service Agreement
- Maintenance Program
- Product Manual
- Generac accessory: Model #006463-3 Mobile Link (substitutions acceptable)
- Generac accessory: Model #005621-0 Auxiliary Transfer Switch Contact Kit

**NOTE: THE TECHNICAL SPECIFICATIONS IN THEIR ENTIRETY ARE
PROVIDED ON THE DRAWINGS**

8/11 kW

GENERAC®

GUARDIAN® SERIES
Residential Standby Generators
Air-Cooled Gas Engine

Standby Power Rating

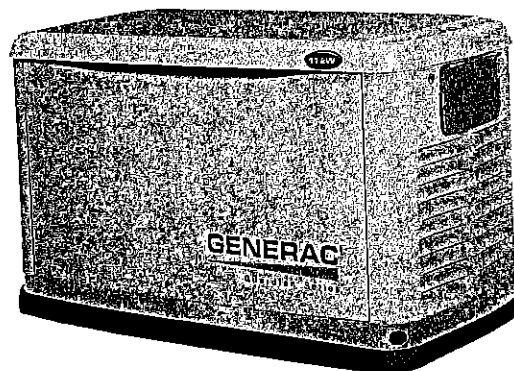
Models 006237-0, 006245-0 (Steel - Bisque) - 8 kW 60 Hz

Models 006437-1, 006438-3, 006439-1 (Steel - Bisque) - 11 kW 60 Hz

Model 006720-1 (Aluminum - Grey) 11 kW 60 Hz

INCLUDES:

- True Power™ Electrical Technology
- Two Line LCD Multilingual Digital Evolution™ Controller (English/Spanish/French /Portuguese)
- Two Transfer Switch Options Available:
50 Amp Pre-Wired Switch or
200 Amp Service Rated Switch.
See Page 4 for Details.
- Electronic Governor
- External Main Circuit Breaker,
System Status & Maintenance
Interval LED Indicators
- Sound Attenuated Enclosure
- Flexible Fuel Line Connector
- Composite Mounting Pad
- Natural Gas or LP Gas Operation
- 5 Year Limited Warranty
- Capability to be installed within 18" (457 mm)
of a building*



Note: CUL certification only applies to unbundled units and units packaged with pre-wired switches. Units packaged with the Smart Switch are UL certified in the USA only.

*Only if located away from doors, windows and fresh air intakes, and unless otherwise directed by local codes.

FEATURES

- **INNOVATIVE DESIGN & PROTOTYPE TESTING** are key components of GENERAC'S success in "IMPROVING POWER BY DESIGN." But it doesn't stop there. Total commitment to component testing, reliability testing, environmental testing, destruction and life testing, plus testing to applicable CSA, NEMA, EGSA, and other standards, allows you to choose GENERAC POWER SYSTEMS with the confidence that these systems will provide superior performance.
- **TRUE POWER™ ELECTRICAL TECHNOLOGY:** Superior harmonics and sine wave form produce less than 5% Total Harmonic Distortion for utility quality power. This allows confident operation of sensitive electronic equipment and micro-chip based appliances, such as variable speed HVAC systems.
- **TEST CRITERIA:**
 - ✓ **PROTOTYPE TESTED**
 - ✓ **SYSTEM TORSIONAL TESTED**
 - ✓ **NEMA MG1-22 EVALUATION**
 - ✓ **MOTOR STARTING ABILITY**
- **SOLID-STATE, FREQUENCY COMPENSATED VOLTAGE REGULATION.** This state-of-the-art power maximizing regulation system is standard on all Generac models. It provides optimized FAST RESPONSE to changing load conditions and MAXIMUM MOTOR STARTING CAPABILITY by electronically torque-matching the surge loads to the engine. Digital voltage regulation at $\pm 1\%$.
- **SINGLE SOURCE SERVICE RESPONSE** from Generac's extensive dealer network provides parts and service know-how for the entire unit, from the engine to the smallest electronic component.
- **GENERAC TRANSFER SWITCHES.** Long life and reliability are synonymous with GENERAC POWER SYSTEMS. One reason for this confidence is that the GENERAC product line includes its own transfer systems and controls for total system compatibility.

GENERAC
PROMISE



Page 49, Bid 3703 Supply and Install of small generator on the roof of West Rocks Middle School

* Built in the USA using domestic and foreign parts.

8/11 kW

features and benefits

Engine

• Generac (OHVI) design	Maximizes engine "breathing" for increased fuel efficiency. Plateau honed cylinder walls and plasma moly rings helps the engine run cooler, reducing oil consumption resulting in longer engine life.
• "Spiny-lok" cast iron cylinder walls	Rigid construction and added durability provide long engine life.
• Electronic ignition/spark advance	These features combine to assure smooth, quick starting every time.
• Full pressure lubrication system	Pressurized lubrication to all vital bearings means better performance, less maintenance and longer engine life. Now featuring up to a 2 year/200 hour oil change interval.
• Low oil pressure shutdown system	Shutdown protection prevents catastrophic engine damage due to low oil.
• High temperature shutdown	Prevents damage due to overheating.

Generator

• Revolving field	Allows for smaller, light weight unit that operates 25% more efficiently than a revolving armature generator.
• Skewed stator	Produces a smooth output waveform for compatibility with electronic equipment.
• Displaced phase excitation	Maximizes motor starting capability.
• Automatic voltage regulation	Regulates the output voltage to $\pm 1\%$ prevents damaging voltage spikes.
• UL 2200 listed	For your safety.

Transfer Switch

• Fully automatic	Transfers your vital electrical loads to the energized source of power.
• Pre-wired, color-coded conduits (Pre-wired switches only)	Ensures the easiest, trouble-free installation.
• Remote mounting	Mounts near your existing distribution panel for simple, low-cost installation.

Evolution™ Controls

• Auto/Manual/Off illuminated buttons	Selects the operating mode and provides easy, at-a-glance status indication in any condition.
• Two-line LCD multilingual display	Provides homeowners easily visible logs of history, maintenance and events up to 50 occurrences.
• Sealed, raised buttons	Smooth, weather-resistant user interface for programming and operations.
• Utility voltage sensing	Constantly monitors utility voltage, setpoints 60% dropout, 80% pick-up, of standard voltage.
• Generator voltage sensing	Constantly monitors generator voltage to ensure the cleanest power delivered to the home.
• Utility interrupt delay	Prevents nuisance start-ups of the engine, adjustable 2-1500 seconds from the factory default setting of 5 seconds by a qualified dealer.
• Engine warm-up	Ensures engine is ready to assume the load, setpoint approximately 5 seconds.
• Engine cool-down	Allows engine to cool prior to shutdown, setpoint approximately 1 minute.
• Programmable exerciser	Operates engine to prevent oil seal drying and damage between power outages by running the generator for 12 minutes every other week. Also offers a selectable setting for weekly or monthly operation providing flexibility and lower fuel costs to the owner.
• Smart battery charger	Delivers charge to the battery only when needed at varying rates depending on outdoor air temperature.
• Main line circuit breaker	Protects generator from overload.
• Electronic governor	Maintains constant 60 Hz frequency.

Unit

• SAE weather protective enclosure	Sound attenuated enclosure ensures quiet operation and protection against mother nature, withstanding winds up to 150 mph. Hinged key locking roof panel for security. Lift-out front for easy access to all routine maintenance items. Electrostatically applied textured epoxy paint for added durability.
• Enclosed critical grade muffler	Quiet, critical grade muffler is mounted inside the unit to prevent injuries.
• Small, compact, attractive	Makes for an easy, eye appealing installation, as close as 18" away from a building.

Installation System

• 1 ft (305 mm) flexible fuel line connector	Absorbs any generator vibration when connected to rigid pipe.
• Composite mounting pad	Eliminates the need to pour a concrete pad unless required by local municipalities.

8/11 kW

specifications

Generator

Model	006237-0, 006245-0 (8 kW)	006437-1, 006438-3, 006720-1 006439-1 (11 kW)
Rated Maximum Continuous Power Capacity (LP)	8,000 Watts*	11,000 Watts*
Rated Maximum Continuous Power Capacity (NG)	7,000 Watts*	10,000 Watts*
Rated Voltage	240	240
Rated Maximum Continuous Load Current – 240 Volts (LP/NG)	33 3/29.2	45.8/41.7
Total Harmonic Distortion	Less than 5%	Less than 5%
Main Line Circuit Breaker	35 Amp	50 Amp
Phase	1	1
Number of Rotor Poles	2	2
Rated AC Frequency	60 Hz	60 Hz
Power Factor	1.0	1.0
Battery Requirement (not included)	Group 26R, 12 Volts and 525 CCA Minimum	
Unit Weight (lb/kg)	360/163.3	407/184.6
Dimensions (L x W x H) in/mm	48 x 25 x 29/1218 x 638 x 732	
Sound output in dB(A) at 23 ft (7 m) with generator operating at normal load**	62	63
Exercise Duration	12 min	12 min

Engine

	GENERAC OHV	GENERAC OHV V-TWIN
Type of Engine	1	2
Number of Cylinders	1	2
Displacement	410 cc	530 cc
Cylinder Block	Aluminum w/ Cast Iron Sleeve	Aluminum w/ Cast Iron Sleeve
Valve Arrangement	Overhead Valve	Overhead Valve
Ignition System	Solid-state w/ Magneto	Solid-state w/ Magneto
Governor System	Electronic	Electronic
Compression Ratio	9.5:1	9.5:1
Starter	12 Vdc	12 Vdc
Oil Capacity Including Filter	Approx. 1.5 qt/1.4 L	Approx. 1.7 qt/1.6 L
Operating rpm	3,600	3,600
Fuel Consumption		
Natural Gas	ft ³ /hr (m ³ /hr)	
1/2 Load	78 (2.21)	124 (3.51)
Full Load	121 (3.43)	195 (5.52)
Liquid Propane	ft ³ /hr (gal/hr) [l/hr]	
1/2 Load	31.6 (0.87) [3.29]	42.8 (1.18) [4.45]
Full Load	51.6 (1.42) [5.37]	70 (1.92) [7.28]

Note: Fuel pipe must be sized for full load. Required fuel pressure to generator fuel inlet at all load ranges - 3.5-7" water column (7-13 mm mercury) for natural gas, 10-12" water column (19-22 mm mercury) for LP gas. For Btu content, multiply ft³/hr x 2500 (LP) or ft³/hr x 1000 (NG). For Megajoule content, multiply m³/hr x 93.15 (LP) or m³/hr x 37.26 (NG).

Controls

2-Line Plain Text Multilingual LCD Display	Simple user interface for ease of operation.
Mode Buttons: Auto	Automatic Start on Utility failure. Programmable exerciser.
Manual	Start with starter control; unit stays on. If utility fails, transfer to load takes place.
Oil	Stops unit. Power is removed. Control and charger still operate.
Ready to Run/Maintenance Messages	Standard
Engine Run Hours Indication	Standard
Programmable start delay between 2-1500 seconds	Standard (programmable by dealer only)
Utility Voltage Loss/Return to Utility Adjustable (Brownout Setting)	From 140-171 V/190-216 V
Future Set Capable Exerciser/Exercise Set Error Warning	Standard
Run/Alarm/Maintenance Logs	50 Events Each
Engine Start Sequence	Cyclic cranking: Engine cranks a maximum of five times at factory set intervals and durations.
Starter Lock-out	Starter cannot re-engage until 5 sec. after engine has stopped.
Smart Battery Charger	Standard
Charger Fault/Missing AC Warning	Standard
Low Battery/Battery Problem Protection and Battery Condition Indication	Standard
Automatic Voltage Regulation with Over and Under Voltage Protection	Standard
Under Frequency/Overload/Stepper Overcurrent Protection	Standard
Safety Fused/Fuse Problem Protection	Standard
Automatic Low Oil Pressure/High Oil Temperature Shutdown	Standard
Overcrank/Overspeed (@ 72 Hz)/rpm Sense Loss Shutdown	Standard
High Engine Temperature Shutdown	Standard
Internal Fault/Incorrect Wiring Protection	Standard
Common External Fault Capability	Standard
Field Upgradable Firmware	Standard

**Sound levels are taken from the front of the generator. Sound levels taken from other sides of the generator may be higher depending on installation parameters. Rating definitions - Standby: Applicable for supplying emergency power for the duration of the utility power outage. No overload capability is available for this rating. (All ratings in accordance with BS5514, ISO3046 and DIN6271). * Maximum wattage and current are subject to engine only. Such as 3000 Supply and installation of small generator, on the north of West Books, Middle School power decreases about 3.5 percent for each 1,000 feet (304.8 meters) above sea level; and also will decrease about 1 percent for each 6 °C (10 °F) above 16 °C (60 °F).

8/11 kW

Pre-Wired Switch Features

- Electrically operated, mechanically-held contacts for fast, positive connections.
- Rated for all classes of load, 100% equipment rated, both inductive and resistive.
- 2 pole, 250 VAC contactors.
- 30 millisecond transfer time.
- Single coil design.
- Main contacts are silver plated or silver alloy to resist welding and sticking.
- NEMA 1 (indoor rated) enclosure is standard on the pre-wired switch.
- Multi listed for use with 1" standard GFCI and AFCI breakers from Siemens, Murray, Eaton and Square D for the most flexible and cost effective install.
- Pre-wired 30 foot (9.1 meter) whip to connect to the provided 5 foot (1.5 meter) pre-wired whip and external connection box.
- Pre-wired 2 foot (0.61 meter) whip, color coded to connect into the existing electrical panel.

Model	006237-0 (8 kW)	006437-1 (11 kW)
No. of Poles	2	2
Current Rating (Amps)	50	50
Voltage Rating (VAC)	250	250
Utility Voltage Monitor (Fixed)*		
-Pick-up	80%	80%
-Dropout	60%	60%
Return to Utility*	approx. 15 sec	approx. 15 sec
Exerciser bi-weekly for 12 minutes*†	Standard	Standard
UL Listed	Standard	Standard
Total of Pre-wired Circuits	10	12
No. 15 A 120 V	3	5
No. 20 A 120 V	3	3
No. 20 A 240 V	1	-
No. 30 A 240 V	1	1
No. 40 A 240 V	-	1
No. 50 A 240 V	-	-
Tandem Breaker Capabilities	None	
Circuit Breaker Protected		
Available RMS Symmetrical Fault Current @ 250 Volts	10,000	10,000

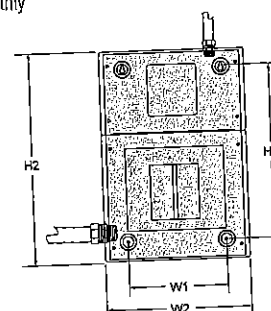
*Function of Evolution Controller
† Can be set to weekly or monthly

Dimensions

Mechanical Dimensions							
	Height			Width			Depth
	H1	H2	H3	W1	W2	W3	
in	18.5	22.5	22	10.5	15.4	14.4	3.8
mm	470	571.8	558.8	266.7	392	366	97.5

Note: The 50 amp switch is flush mountable. H1 and W1 refer to mounting hole spacing. H2 and W2 are cover dimensions. H3 and W3 are the enclosure dimensions without cover.

Wire Ranges		
Conductor Lug	Neutral Lug	Ground Lug
1/0 - #14	2/0 - #14	2/0 - #14



50 Amp Switch

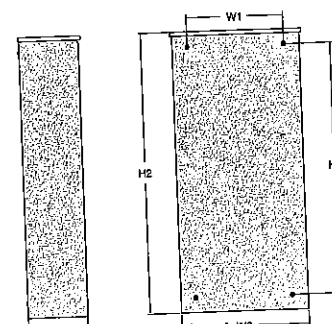
Service Rated Switch Features

available on 11 kW model only

- Electrically operated, mechanically-held contacts for fast, clean connections.
- Rated for all classes of load, 100% equipment rated, both inductive and resistive.
- Service equipment rated, dual coil design.
- Rated for both aluminum and copper conductors.
- NEMA/UL 3R aluminum outdoor enclosure.
- Main contacts are silver plated or silver alloy to resist welding and sticking.

Model	006438-3 (11 kW)
No. of Poles	2
Current Rating (Amps)	200
Voltage Rating (VAC)	250
Utility Voltage Monitor (Fixed)*	
-Pick-up	80%
-Dropout	60%
Return to Utility*	approx. 13 sec
Exercise weekly for 12 minutes*	Standard
UL Listed	Standard
Enclosure Type	NEMA/UL 3R
Withstand Rating (Amps)	22,000
Lug Range	250 MCM - #6

*Function of Evolution Controller



Dimensions

	200 Amps 120/240, 1Ø Open Transition Service Rated				
	Height		Width		Depth
	H1	H2	W1	W2	
in	27.24	30.0	11.4	13.5	7.09
mm	692.0	762.4	289.0	343.0	180.0

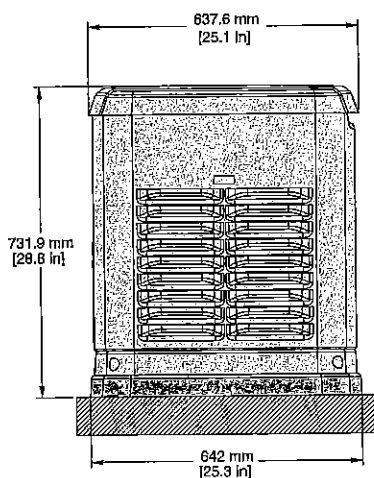
8/11 kW

available accessories

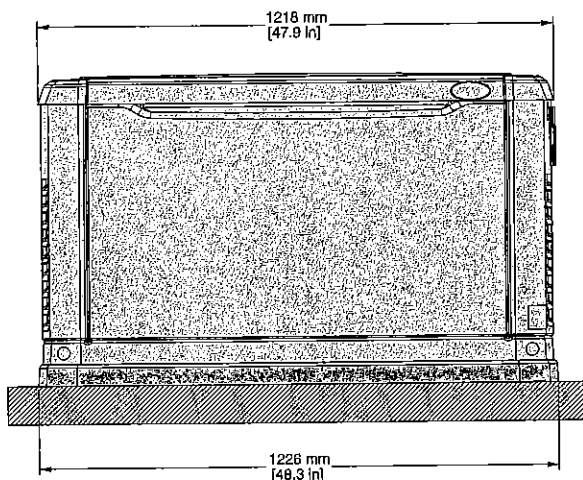
Model #	Product	Description
006463-3	Mobile Link™	Generac's Mobile Link allows you to check the status of your generator from anywhere that you have access to an Internet connection from a PC or with any smart device. You will even be notified when a change in the generator's status occurs via e-mail or text message. Available in the U.S. only.
005819-0	26R Wet Cell Battery	Every standby generator requires a battery to start the system. Generac offers the recommended 26R wet cell battery for use with all air-cooled standby product excluding PowerPact®.
006212-0	Cold Weather Kit	If the temperature regularly falls below 32 °F (0 °C), a cold weather kit is required to maintain optimal battery and oil temperatures. Kit consists of a battery warmer and oil filter heater with built-in thermostats.
005621-0	Auxiliary Transfer Switch Contact Kit	The auxiliary transfer switch contact kit allows the transfer switch to lock out a single large electrical load you may not need. Not compatible with 50 amp pre-wired switches.
005839-0	Fascia Base Wrap Kit	The fascia base wrap snaps together around the bottom of the new air cooled generators. This offers a sleek, contoured appearance as well as offering protection from rodents and insects by covering the lifting holes located in the base.
005703-0	Paint Kit	If the generator enclosure is scratched or damaged, it is important to touch-up the paint to protect from future corrosion. The paint kit includes the necessary paint to properly maintain or touch-up a generator enclosure.
006482-0 - 8 kW 006483-0 - 11 kW	Scheduled Maintenance Kit	Generac's scheduled maintenance kits provide all the hardware necessary to perform complete routine maintenance on a Generac automatic standby generator.
006664-0	Wireless Remote Monitor	Completely wireless and battery powered, Generac's wireless remote monitor provides you with instant status information without ever leaving the house. Not compatible with CorePower or EcoGen systems.
006873-0	Smart Management Module (50 Amps)	Smart Management Modules are used in conjunction with the Automatic Transfer Switch to increase its power management capabilities. It provides additional power management flexibility not found in any other power management system.

dimensions & UPCs

Dimensions shown are approximate. Refer to Installation manual for exact dimensions. DO NOT USE THESE DIMENSIONS FOR INSTALLATION PURPOSES.



LEFT SIDE VIEW



FRONT VIEW

Model	UPC
006245-0	696471062458
006237-0	696471062373
006439-1	696471064391
006437-1	696471064377
006438-3	696471064384
006720-0	696471067200

GENERAC®

Generac Power Systems, Inc. • S45 W29290 HWY. 59, Waukesha, WI 53189 • generac.com

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Page 53, Bid 3703 Supply and Install of small generator on the roof of West Rocks Middle School

Evolution™ Controls

- Auto/Manual/Off illuminated buttons
- Two-line LCD multilingual display
- Sealed, raised buttons
- Utility voltage sensing
- Generator voltage sensing
- Utility interrupt delay
- Engine warm-up
- Engine cool-down
- Programmable exerciser
- Smart battery charger
- Main line circuit breaker
- Electronic governor

Unit

- SAE weather protective enclosure
- Enclosed critical grade muffler
- Small, compact, attractive

Installation System

- 1 ft (305 mm) flexible fuel line connector
- Composite mounting pad

Selects the operating mode and provides easy, at-a-glance status indication in any condition. Provides homeowners easily visible logs of history, maintenance and events up to 50 occurrences. Smooth, weather-resistant user interface for programming and operations. Constantly monitors utility voltage, setpoints 60% dropout, 80% pick-up, of standard voltage. Constantly monitors generator voltage to ensure the cleanest power delivered to the home. Prevents nuisance start-ups of the engine, adjustable 2-1500 seconds from the factory default setting of 5 seconds by a qualified dealer. Ensures engine is ready to assume the load, setpoint approximately 5 seconds. Allows engine to cool prior to shutdown, setpoint approximately 1 minute. Operates engine to prevent oil seal drying and damage between power outages by running the generator for 12 minutes every other week. Also offers a selectable setting for weekly or monthly operation providing flexibility and lower fuel costs to the owner. Delivers charge to the battery only when needed at varying rates depending on outdoor air temperature. Protects generator from overload. Maintains constant 60 Hz frequency.

Sound attenuated enclosure ensures quiet operation and protection against mother nature, withstanding winds up to 150 mph. Hinged key locking roof panel for security. Lift-out front for easy access to all routine maintenance items. Electrostatically applied textured epoxy paint for added durability. Quiet, critical grade muffler is mounted inside the unit to prevent injuries. Makes for an easy, eye appealing installation, as close as 18" away from a building.

Absorbs any generator vibration when connected to rigid pipe. Eliminates the need to pour a concrete pad unless required by local municipalities.

Fuel Consumption
Natural Gas
13/hr (m³/hr)
1/2 Load
Full Load
Liquid Propane
13/hr (gal/hr) [Vhr]
1/2 Load
Full Load

Note: Fuel pipe must be sized for full load. (Refer to LP Gas For Bu content multiplex)

Controls

2-Line Plain Text Multilingual LCD Display
Mode Buttons: Auto
Manual
Off

Ready to Run Maintenance Messages
Engine Run Hours Indication
Programmable start delay between 2-1500
Utility Voltage Loss/Return to Utility Adjust
Future Set Capable Exerciser/Exercise Set E
Run/Alarm Maintenance Logs
Engine Start Sequence
Starter Lock-out
Smart Battery Charger
Charger Fault/Missing AC Warning
Low Battery/Battery Problem Protection and
Automatic Voltage Regulation with Over and
Under Frequency/Overload/Stepper Overcur
Safety Fused/Fuse Problem Protection
Automatic Low Oil Pressure/High Oil Temperature
Overcrank/Over speed (@ 72 Hz)/rpm Sens
High Engine Temperature Shutdown
Internal Fault/Incorrect Wiring Protection
Control External Fault Capability
Field Upgradable Firmware

***Sound levels are taken from the front of the g
for supplying emergency power for the duration
wattage and current are subject to and limited t
each 1,000 feet (304.8 meters) above sea level

Smart Switches
Smart Switches

1 of 2 2 of 2

GENERAC®

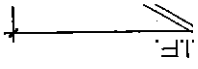
Service and non-Service rated Smart Switches
Automatic Transfer Switches
with Digital Power Management Technology

Smart Switches

100-400 Amps, Sin

Functions

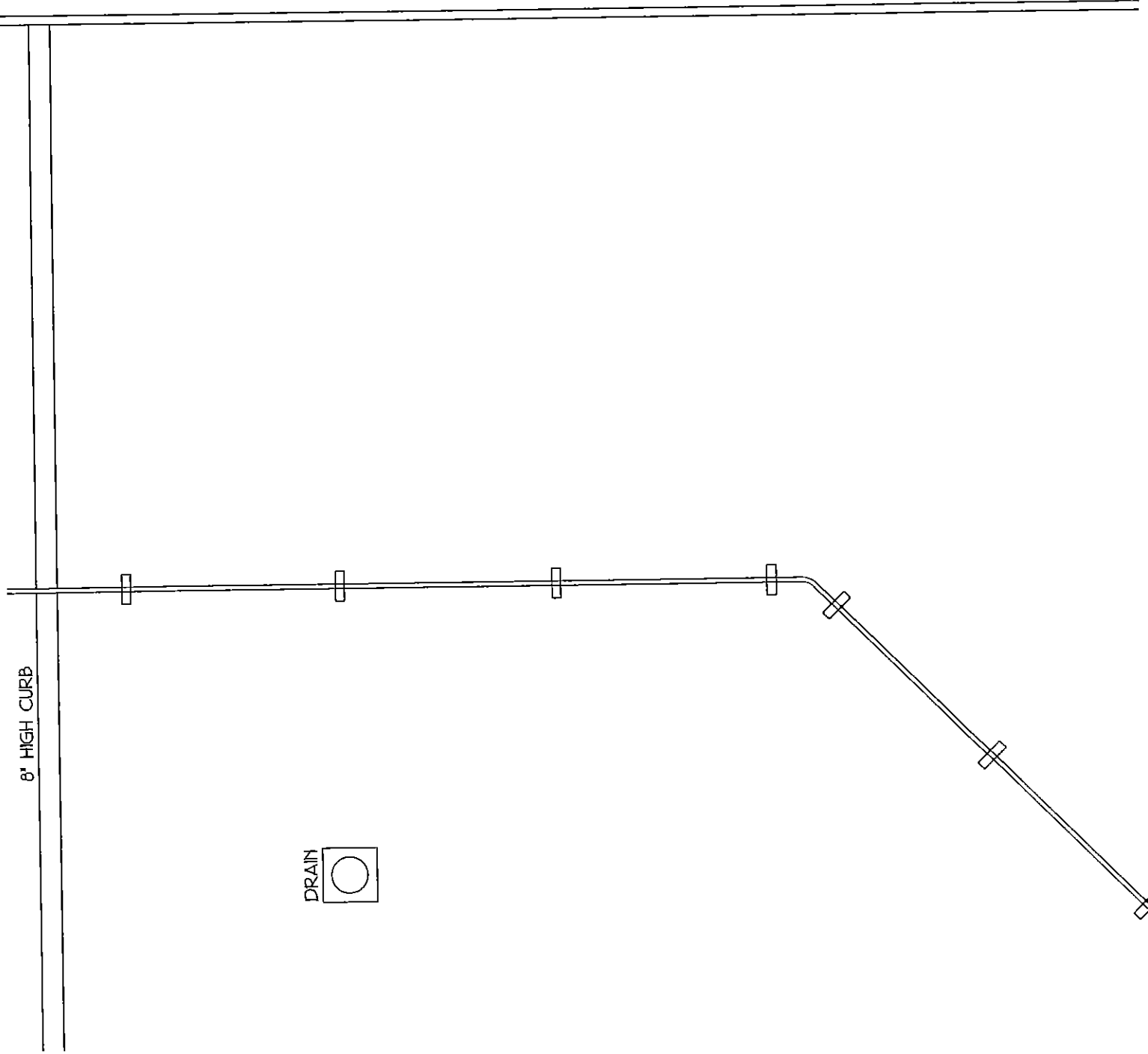
All timing and sensing functions originate
Utility voltage drop-out
Timer to generator start
Engine warm up delay
Standby voltage sensor
Utility voltage pickup

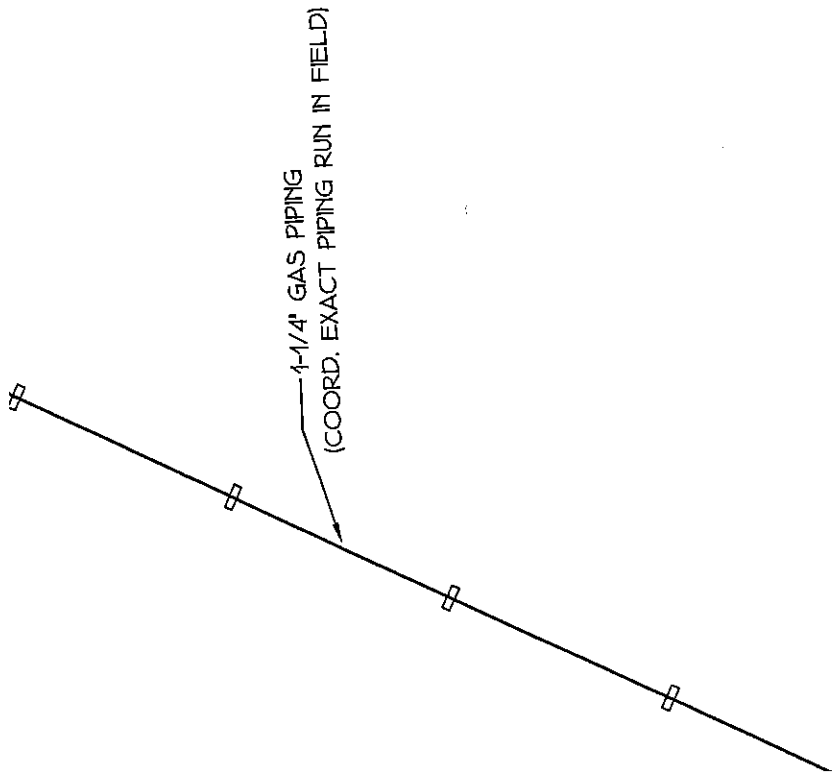


#15 SPACER (SEE NOTE 4)-

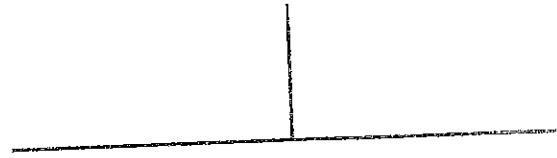
1

8' HIGH CURB





CKT. NO.	TRIP AMPS	NO. POLE	LOAD
1	20	1	SPARE
3	20	1	EXISTING LO.
5	20	1	EXISTING LO.
7	20	1	EXISTING LO.
9	20	1	SPARE
11	20	1	SPARE
13	20	1	SPARE
15	20	1	SPARE
CONNECTED LOADS			



SECTION 3 - GENERAL BIDDING INFORMATION FOR CONSTRUCTION

Rev. 08/08/2013, Express Request Doc. #1006

3.1 GENERAL:

A. The City reserves the right to require the successful firm to execute a contract in a format supplied by Corporation Counsel. Award of all or a portion of the requirement may be subject to approval by the Norwalk Common Council.

B. The City of Norwalk General Conditions For Construction and the Contract documents prepared by the City shall govern as the terms and conditions for this project.

1. A copy of the City of Norwalk General Conditions for Construction (04082008) is available upon request. A copy of this document is located on the City's website: www.norwalkct.org Document number 1008.
<http://www.norwalkct.org/DocumentCenter/Home/View/866>

C. A certified or cashiers check or bid bond in the amount indicated in the **Invitation to Bid** must accompany your response. The certified or cashiers checks will be returned to all unsuccessful candidates upon the awarding of the contract. If your quotation is not accompanied by a bid bond or check at the bid opening the bid will be automatically rejected.

D. The successful firm will be required to furnish a performance bond and labor and materials bond acceptable to Corporation Counsel, each for the full contract amount, prior to execution of a contract and/or performance under Purchase Orders. Indicate the cost for these bonds, included in the lump sum bid(s) on the response form. **Note:** The requirement for a maintenance bond is not contingent on the dollar threshold for other bonds indicated in the invitation to bid. Please refer to Sections 3.17 and 109-15 for maintenance bond requirements.

For 3.1, C & D:

Surety Companies must be listed on the current Federal Register, licensed in the State of Connecticut and have an underwriting limitation exceeding the value of the project with no more than 5% of capital in surplus tied to any one risk.

Banks must have a branch office in Connecticut with insurance provided by the FDIC.

E. The award of any contract is subject to the following conditions and contingencies:

- (1). The approval of such governmental agencies as may be required by law.
- (2). The appropriation of adequate funds by the proper agencies.
- (3). If the bidder is a corporation or other legal business entity, it must have a current license to do business in the State of Connecticut that is on file with the Connecticut Secretary of State's office, or it must be organized under the laws of the State of Connecticut and current in terms of its required filings.

Note: If you are an out-of state business and the performance of your contract with the City requires that tangible personal property will be used or consumed in this state, you must comply with Connecticut General Statutes 12-430-7 a copy of which can be found at <http://www.ct.gov/drs/cwp/view.asp?A=1514&Q=501308>

Questions concerning this statute should be addressed to the Commissioner of Revenue Services for the State of Connecticut, Department of Revenue Services, 92 Farmington Avenue, Hartford CT 06115.

Registration by out-of state corporations with the Connecticut Secretary of State, 30 Trinity Street, Hartford CT 06106, telephone 860-509-6002, is required by law as a condition for doing business in the State of Connecticut.

F. Notice is hereby given to all bidders that as a municipality the City of Norwalk is subject to and bound to comply with the terms of the Freedom of Information Act. Consequently, please be informed that under the terms of the Act some or all of your submissions, including attachments, may be subject to disclosure to the public or press upon request. The FOI Act recognizes that certain documents are exempt from disclosure or may be held confidentially. However, these exemptions are considered exceptions to the general rule favoring disclosure and are generally narrowly construed. You should consult with legal counsel before making your submission if you have any questions about what submitted document may be disclosed. You are hereby requested to submit those documents to which an exemption is claimed under seal along with those non-exempt documents. These sealed documents shall initially be held in confidence but may be released to the extent required or allowed by law.

G. When work is required in which no specific payment item is listed in the Proposal Form, the cost of such work will be included in the unit prices bid.

3.2 QUALIFICATIONS OF CANDIDATES:

The City may make such investigations as deemed necessary to determine the ability of the candidate to perform the work and the degree to which any candidate meets the criteria for Award listed herein.

3.3 RECYCLING POLICY:

The City of Norwalk is committed to protecting the environment and managing solid waste. Where possible and practical the City will procure recycled and/or recyclable products. The City will consider alternate proposals which maximize the use of products which are produced from post consumer waste, which reduce waste or consumption, or that offer products with a salvage value.

The City requests that it's vendors eliminate all non-essential packaging that may be used in the delivery process.

3.4 OBLIGATIONS OF THE CANDIDATE:

At the time of the opening of proposals, each candidate will be presumed to be thoroughly familiar with the specifications, the various sites, the City's requirements, and the objectives for each element of the project item or service.

3.5 LABOR RATES:

See sections 102.18 and 107.12 of the City of Norwalk General Conditions for Construction. NOTE: Prevailing Wage Rates apply when (1) the total cost of work performed on **new construction is \$400,000** or more; or (2) the total cost of all work in connection with an alteration, repair, remodeling, refinishing, refurbishing or **rehabilitation is \$100,000** or more.

3.6 SITE INSPECTION:

Information contained in these documents is provided with the understanding as outlined in section 102-06 of General Conditions for Construction. Candidates are required to conduct a thorough inspection or study of existing conditions/equipment.

3.7 INSURANCE REQUIREMENTS:

A certificate of insurance must be presented to the Corporation Counsel at the time of award and must name the City as an additional insured on the face of the document. In addition, please list the name and address of your insurance agent as part of the returned bid proposal. The City's Standard insurance requirements, if not listed within the bid documents are available on the Purchasing Department's website within the Terms and Conditions section, refer to document number 1007.

All policies must be written on a "per occurrence" basis. "Claims Made" Policies are not

acceptable. The Contractor is responsible for the cost of maintaining such insurance throughout the duration of the project.

3.8 LIQUIDATED DAMAGES:

Liquidated damages as defined in Article 20 of the Norwalk General Conditions for Construction will be \$100.00 per day.

3.9 RETAINAGE:

The City will retain 5% of the total project cost until such time as a guarantee bond, satisfactory to the Corporation Council's office is posted with the City (sect. 109-15, Gen. Cond. for Construction) or other terms for retainage are specifically stated in the contract for this project.

3.10 ACCEPTABLE BRANDS:

The attached specifications are not intended to limit consideration to the particular service organization or manufacturer from which they were developed. References to brand names or numbers are to be interpreted as establishing a standard of quality and is not to be construed as limiting competition. Brand names used within these specifications shall be presumed to be followed by the words "or approved equal".

Burden of proving a product and/or material as equal to a specific product and/or material by brand name is the responsibility of the contractor.

Final determination as to what is an "or equal" product will be made by the Purchasing Agent in conjunction with other City staff. The City will award on the basis of the criteria stated herein, and reserves the right to waive or require compliance with any element of the specifications.

3.11 HOW TO RESPOND:

Supply the required information on the response and prequalification form. An authorized agent of your organization must sign and date the response form and any supplementary proposal document.

If a prospective bidder needs clarification or interpretation of any items in the General Conditions, and/or Specifications, he/she must request such in writing, addressed to the Director of Purchasing at least fourteen calendar days prior to the bid opening. Responses shall also be in writing, and shall be distributed to all bidders. The City of Norwalk, or its agents shall not be responsible for any oral instructions or interpretations given to a bidder.

Return the response forms, one original and six copies of the bid response, bond (if required), and any informational literature to the *City of Norwalk Purchasing Department, Room 103, 125 East Avenue, P.O.Box 5125, Norwalk, Ct. 06856-5125* using the return bid envelope (if provided in your bid package). Be sure to indicate the

request number, name, and opening time on the face of the envelope otherwise we will not be able to insure the confidentiality of the bid.

Late bids – bid submissions delivered or received later than the date and time specified on the invitation to bid will not be considered and will be returned unopened. The bidder shall assume full responsibility for the timely delivery of their submission at the location designated for the receipt of the submissions.

Failure to follow these guidelines may be just cause for rejection of the bid.

3.12 CRITERIA FOR AWARD:

This Request for proposal/bid does not necessarily contemplate an award based solely on price. Rather, the City reserves its rights to accept or reject any and all proposals / bids, or any part thereof, to waive defects in the same, or accept any proposal / bid or a combination of proposals / bids deemed to be in its best interests.

3.13 THE RFP PROCESS:

Bids are advertised as required by law. The City may also mail invitations to businesses as it deems appropriate. Placement on a vendor mailing list or a history of having received invitations in the past or having received prior contract awards in no way obligates the City to continue any form of direct notification. At the discretion of the Purchasing Agent the City may remove vendors from the mailing list for whatever reason including a poor performance history or failure to respond to previous invitations.

Refer any questions that may arise during the solicitation and award process, in writing, to the Purchasing Agent.

3.14 TIME PROVISIONS:

The content of any proposal submitted is to remain valid and available to the City for ninety (90) days from the day proposals are due.

3.15 ASSIGNMENT OF CONTRACT:

The successful candidate agrees that he will not assign, transfer, or subcontract any portion of the award.

3.16 INDEMNIFICATION:

Contractor shall not assert any claim arising out of any act or omission by any agent, officer or employee of the City in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may be made against the City.

No member of the governing body of the City, and no other officer, employee, or agent of the City shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Norwalk; and the Contractor covenants

that no person having such interest shall be employed in the performance of this Agreement.

The Contractor expressly agrees to at all times indemnify, defend and save harmless the City of Norwalk and its respective officers, agents, and employees on account of any and all demands, claims, damages, losses, litigation, financial costs and expenses, including counsel's fees, and compensation arising out of personal injuries (including death), any damage to property, real or personal and any other loss, expense or aggrievement directly or indirectly arising out of, related to or in connection with the Project and the work to be performed hereunder by the Contractor, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Agreement and shall not be limited by reason of any insurance coverage.

3.17 WARRANTIES, GUARANTEES, & INSTRUCTIONS:

All work shall be warranted by the Contractor for a minimum period of two (2) years from the date of completion of the work against all defective workmanship and materials furnished by the Company. Where longer periods of Warranty/ Guarantee are required by these specifications, the contract documents, or are provided for by specific or implied warranty of materials, goods or equipment or by general law, the longer period of time will govern.

The Contractor shall promptly replace or repair in a manner satisfactory to the City any such defective work after notice from the City to do so. Work will be assumed to be defective if it is determined by the City that the material or equipment is not performing in a satisfactory manner, consistent with its intended use or operation. If the Contractor fails to make such replacement or repairs, the City may perform or cause to be performed all necessary work and the Company and its sureties shall be liable for all costs thereof.

Original manufacturers' warranties, guarantees, instruction sheets, parts lists, and certificates of title are to be delivered to the Purchasing Agent. Copies of all such materials are to be provided to the department accepting delivery.

3.18 TERMS AND CONDITIONS: See Section 4

3.19 ASSIGNMENT OF ANTITRUST CLAIMS:

The Contractor offers and agrees to assign to the City of Norwalk all of its right, title and interest in and to any and all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the Connecticut General Statutes, arising out of the purchase of services, goods, property or intangibles of any kind pursuant to a purchase order, contract agreement, subcontract or other form of public purchase by the City of Norwalk. This assignment shall be made and become effective upon award or acceptance by the City of Norwalk of the bid, purchase order or contract agreement with the Contractor without requiring any additional or further act or

acknowledgement by the parties.

The Contractor shall include the terms of this assignment to the City of Norwalk in any contract, agreement or purchase document that it may enter into for services, goods, property or intangibles used for or incorporated into any work or materials, performed for or provided to the City of Norwalk.

3.20 SMOKING POLICY

No person shall smoke in any municipal or school system facility.

3.21 BUILDING PERMIT FEES

Refer to Section 4, 107-01

END OF SECTION

SECTION 4

CITY OF NORWALK GENERAL CONDITIONS FOR CONSTRUCTION

NOTE: SECTION 4 contains the City's General Terms and Conditions for construction. Your Firm is responsible for obtaining a copy of this document prior to bidding. If you do not have a revision dated 04/20/2011 or later on file you may download a copy of this document from the Terms and Conditions section of the City of Norwalk's website at www.norwalkct.org, <http://www.norwalkct.org/DocumentCenter/Home/View/866> Document number 1008.

SECTION 5

LIVING WAGE ORDINANCE

GENERAL INFORMATION

Rev. 033116, Express Request Doc. #1019

NOTE: SECTION 5 contains information concerning City's Living Wage Ordinance. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 03/31/2016 or later on file you may download a copy of this Ordinance from the Terms and Conditions section of the City of Norwalk's website at <http://www.norwalkct.org>

Document number **1019:** <http://www.norwalkct.org/DocumentCenter/Home/View/862>

[illegible]

SECTION I – FORMS OF PROPOSAL

1.1A RESPONSE FORM – BID #3703: Supply and Install of a small generator on the roof of West Rocks Middle School

Vendor Name - <u>A&R Electric Inc.</u>		
Address - <u>31 Miles ST. Bpt. CT. 06607</u>		
Phone - <u>203-368-3912</u>	Fax - <u>203-367-4552</u>	Email - <u>arelectric31@aol.com</u>
Manager - <u>Americo Gloria</u>		Fed ID# <u>06-1351211</u>

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied him as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

1. Base Bid – Supply and Install of a small generator on the roof of West Rocks Middle School

Total Lump Sum Price	\$ <u>34,500.00</u>
Total Lump Sum Price in Writing:	<u>Thirty four thousand five hundred</u>

Bid Security in the form of a (check one) is attached.	☐ Bond	☐ Certified Check
Cost for performance bond <u>included in lump sum</u>	\$ <u>624.00</u>	per thousand dollars
Insurance Agency Name -	<u>Colonel Surety Company</u>	Tel. -
Agency Address -	<u>50 Chestnut Ridge Rd. Montvale, NJ 07645</u>	

Submitted by - <u>Rita Alfano</u>	<u>Bond Administrator</u>	<u>9/20/16</u>
Authorized Agent of Company (name and title)		Date

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	<u>1</u>	Dated	<u>9/16/2016</u>	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

PROJECT:	3703 Supply and Install of a small generator on the roof of West Rocks Middle School
VENDOR NAME:	ABR Electric Inc

1.2 STATEMENT OF BIDDERS QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1. Number of years in business - 34 years
2. Number of personnel employed Part-time - , Full - 8
3. List projects of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.
Broad Brook Water Filtration Pump Station	Oct 2015		
Colchester Repair & Electrical Facility	Oct 2014	Peter Gawn	800-676-9900
Stamford Humane Center Upgrade	Nov 2015	Pat Dwin	413-593-6791

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	☐	general partnership	
	☐	limited partnership	
	☐	limited liability corporation	
	☐	limited liability partnership	
	☒	corporation doing business under a trade name	
	☐	individual doing business under a trade name	
	☐	other (specify)	
5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes ☒	No ☐
	Out-of-State corporations - Do you have a valid licence to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes ☒	No ☐
6. Is your local organization an affiliate of a parent company? If so, indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:			
Business Name			
Address			
City	State	Zip	
Name of Agent			

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

7. The awarded contractor may be required to submit one copy of the following information relative to its company's financial statements prior to contract signing. This information must represent the current circumstance which surrounds the financial position of the bidding organization. Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

8. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE
Southeast Contracting	1730 Commerce Dr Ste B Beth CT 06603	Jeff Sinto	203-334-0323

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

Will be performing the gas piping.

SECTION 1 – FORMS OF PROPOSAL

1.1A RESPONSE FORM – BID #3703: Supply and Install of a small generator on the roof of West Rocks Middle School

Vendor Name - <u>Northeast Generator Co</u>		
Address - <u>625 John Street Bridgeport CT 06604</u>		
Phone - <u>(203) 336-3031</u>	Fax - <u>(203) 337-1284</u>	Email - <u>nrivers@northeastgenerator.com</u>
Manager - <u>Nicholas Rivers</u>		Fed ID# <u>061046634</u>

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied him as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

1. Base Bid – Supply and Install of a small generator on the roof of West Rocks Middle School

Total Lump Sum Price	\$ <u>39,640.-</u>
Total Lump Sum Price in Writing:	<u>Thirty Nine Thousand Six Hundred Forty Dollars</u>

Bid Security in the form of a (check one) is attached.	☒ Bond	☐ Certified Check
Cost for performance bond included in lump sum	\$ <u>17</u>	per thousand dollars
Insurance Agency Name -	<u>Merit Insurance Inc.</u>	Tel. - <u>(203) 367-5328</u>
Agency Address -	<u>One Enterprise Drive Suite 310 Shelton CT 06484</u>	
Submitted by -	<u>Mark Holznor VP</u>	
Authorized Agent of Company (name and title)		Date <u>9-20-16</u>

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	<u>1</u>	Dated	<u>9-16-16</u>	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

PROJECT:	3703 Supply and Install of a small generator on the roof of West Rocks Middle School
VENDOR NAME:	Northeast Generator Co.

1.2 STATEMENT OF BIDDERS QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1. Number of years in business - 52
2. Number of personnel employed Part-time - 0, Full - 27
3. List projects of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.
See Attached - Current + Completed Projects			

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	general partnership		
	limited partnership		
	limited liability corporation		
	☒ limited liability partnership,		
	corporation doing business under a trade name		
	individual doing business under a trade name		
	other (specify)		
5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
	Out-of-State corporations - Do you have a valid licence to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No
6. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:			
Business Name			
Address			
City		State	Zip
Name of Agent			

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

7. The awarded contractor may be required to submit one copy of the following information relative to its company's financial statements prior to contract signing. This information must represent the current circumstance which surrounds the financial position of the bidding organization. Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

8. **SUBCONTRACTORS:** If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE
N/A			

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Northeast Generator of CT., Inc.

596 John Street
Bridgeport, CT 06604

SURETY:

(Name, legal status and principal place
of business)

Fidelity & Deposit Company of Maryland
500 Enterprise Drive, Suite 2A
Rocky Hill, CT. 06067

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

OWNER:

(Name, legal status and address)
City of Norwalk

125 East Avenue
Norwalk, CT. 06856

BOND AMOUNT:

Ten Percent of Amount Bid (10%)

PROJECT:

(Name, location or address, and Project number, if any)

Supply and Install Small Generator on the Roof of West Rocks Middle School #3703

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of September, 2016

(Witness)


(Witness)

Northeast Generator of CT., Inc.

(Principal)

(Seal)

(Title)

Fidelity & Deposit Company of Maryland

(Surety)

(Seal)

(Title)

Christopher J. Gomo, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Int.

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EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 20th day of September, 2016.



Geoffrey Delisio

Geoffrey Delisio, Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Merit Insurance, Inc. One Enterprise Drive, Suite 310 Shelton CT 06484		CONTACT Michelle DiLeonardo PHONE (203) 367-5328 FAX (203) 331-8608 E-MAIL mdileonardo@meritinsurance.com ADDRESS	
INSURED Northeast Generator Company 625 John Street Bridgeport CT 06604		INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford Insurance INSURER B: St. Paul INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 29424 24767	

COVERAGES **CERTIFICATE NUMBER:** 16/17 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR	X	Y	31CESOA8232	7/1/2016	7/1/2017	MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☒ SCHEDULED AUTOS	X	Y	31UUNU28829	7/1/2016	7/1/2017	\$
B	☒ UMBRELLA LIAB						EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB						AGGREGATE \$ 5,000,000
	☐ DED ☐ RETENTIONS	X	Y	QZ05725181	7/1/2016	7/1/2017	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
			N/A		31WBQT6707	7/1/2016	7/1/2017

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Generator on roof of West Rocks Middle School

City of Norwalk is listed as additional insured. Coverage is primary and non-contributory. Waiver of subrogation applies.

CERTIFICATE HOLDERCity of Norwalk
125 East Avenue
Norwalk, CT 06851**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Caldwell/JAMIE

ACORD 25 (2010/05)

INS025 (201005) 01

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Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Key Personnel & Officers

LOUIS HOLZNER

30 Cunrutt Road
Newtown, CT 06470
(203) 615-1689

President and Chief Operating Officer, 48 years in Construction Management and Supervision.
Extensive Experience in Electrical Contracting and General Contracting.

MARK HOLZNER

164 Farist Road
Fairfield, CT 06430
Cell #: (203) 410-8311

Vice President and General Supervising Officer, 30 Years in Construction Management. Estimator /
Project Manager / Supervisor of General Sales. Chief Work Force Dispatcher.

JOEL YENCHO

725 Ridge Road
Orange, CT 06477
Cell# (203) 395-8164

General Manager

FRANK MARKUT

59 Mile Hill South Road
Newtown, CT 06740
Cell #: (203) 410-8317

Licensed Electrician EI, Project Manager 27 years, Construction Supervisor.

ADAM PRYOR

19 Diane Drive
Monroe, CT 06468
Cell#: (203) 258-6179

Field Operations Manager

Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

References

Generac Power Systems

S45 W29 290 Highway 59
Waukesha, WI 53187

Diane Thames

(262) 544-4811 ext: 3656

Cummins

914 Cromwell Avenue
Rocky Hill, CT 06067

Mike Ruffy

(888) 762-7744

Gexpro

1000 Bridgeport Ave.
Shelton, CT 06484

Donald Luzetsky

(203) 925-2472

Fleetpride

470 Naugatuck Avenue
Milford, CT

Mark Fiasconaro

(203) 877-2716

Winco

255 South Cordova Avenue
LeCenter, MN 56057

Tony Eberle

(507) 357-8342

Kraft Power

199 Wildwood Avenue
Woburn, MA 01801-2024

John Luongo

(860) 969-6121



Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425



Current Projects

East Hartford Housing Authority
1403 Main Street & 42 Hamilton Rd
East Hartford, CT 06108
Contact: Andre Dumas 860-748-1951
175kW & 60kW Generator Installation
\$166,820.00

Town of Glastonbury
Police and Fire Department
2108 Main Street
Glastonbury, CT 06033
Contact: Dave Sacchitella 860-652-7706
150kW & 80 KW Generator Replacement
\$192,400.00

Salisbury Central School
15 Lincoln City Road
Lakeville, CT 06039
Contact: Sam Herrick 860-824-0875
100 KW Generator Installation
\$67,410.00



Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Completed Projects in the last 6 years

Trumbull B.O.E.

6254 Main Street

Trumbull, CT 06611

Contact: Mark Dering 203-767-7245

80kW Generator Installation

\$58,700.00

Town of Trumbull

Pump Station

5800 Park Ave.

Trumbull, CT 06611

Contact: Fred Micha 203-452-5048

80 KW Generator Replacement

\$41,695.00

Town of North Branford

Fire Station Company #3

1958 Middletown Ave.

North Branford, CT 06471

Contact: Chief William Seward 203-627-0630

50 KW Generator Installation

\$53,800.00

Inspirica

141 Franklin Street

Stamford, CT 06901

Contact: Tom Marullo 475-205-8833

300 KW Generator Installation, 1200A ATS, 600A Fire Pump ATS

\$295,250.00

Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Completed Projects in the last 6 years

Ox Ridge Elementary School

395 Mansfield Ave.

Darien, CT 06820

Contact: Michael Lynch 203-656-7418

125 KW Generator Installation

\$132,420.00

Town of Westport P.D.

50 Jessup Road

Westport, CT 06880

Contact: Michael Frawley 203-341-5082

150KW Generator Installation

\$118,890.00

Wallingford WPCA

25 Sharon Drive

&

102A Farm Hill Road Pump Stations

Wallingford, CT 06492

Contact: Terry Smith 203-949-2677

Two (2) 15 KW Generator Installation

\$45,826.00

Wilton Pump Station

School Road & Route 7

Wilton, CT 06897

Contact: Mike Ahern 203-563-0153

50 KW Generator Replacement

\$38,090.00

Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Completed Projects in the last 6 years

New Fairfield Fire House COA

302 Ball Pond Road

New Fairfield, CT 06812

Contact: Patty Mota 203-312-5653

80kW Generator Installation

\$72,300.00

State of Connecticut DMHAS

500 Vine St.

Hartford, CT 06112

Contact: David Ewell 860-262-5303

275 KW Generator Installation

\$179,400.00

Town of Ridgefield Park and Rec. Facility

193 Danbury Road

Ridgefield, CT 06877

Contact: Charles Fisher 203-431-2751

1000A Emergency Transfer Switch Installation

\$69,340.00

American Red Cross

158 Brooklawn Avenue

Bridgeport, CT 06604

Contact: Walter Murdoch 203-515-2781

48kW Generator Installation

\$31,431.00

Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Completed Projects in the last 6 years

Stratford Housing Authority

295 Everett St.

Stratford, CT 06615

Contact: Kevin Nelson 203-375-4483 X-113

30KW & 50 KW Generator Installation

\$106,850.00

Town of Westport B.O.E.

Staples High School

70 North St.

Westport, CT 06880

Contact: Robert Woosley 203-341-1271

Two 800 Amp Automatic Transfer Switches Installation

\$37,480.00

S. Meriden V.F.D.

31 Camp St.

Meriden, CT

Contact: Chief Keith Gordon 203-630-4499

40 KW Generator Installation

\$31,765.00

Stamford Housing Authority

Wormser Congregate Housing

28 Vine Rd.

Stamford, CT 06605

Contact: Peter Stothart 203-977-1400 x-3322

150 KW Generator Installation

\$127,740.00

Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Completed Projects in the last 6 years

Greater New Haven Water Pollution Control Authority

260 East Street

New Haven, CT 06511

Contact: Tom Sgroi 203-466-5185

**150 KW Generator Installation Performed 2013
\$128,730.00**

Harvest Time Church

1338 King Street

Greenwich, CT 06831

Contact: Pastor Steve Petfield 203-531-7778

**175 KW Generator Installation Performed 2013
\$149,900.00**

Elmwood Community Center

1106 New Britain Ave.

West Hartford, CT

Contact: Mike Longo 860-5461-7927

**200 KW Generator Installation Performed 2013
\$157,680.00**

Bridgeport Health Care

600 Bond St.

Bridgeport, CT 06610

Contact: Kris Rodelsturtz, Chaim Stern 203-384-6400

**750KW Generator Installations Performed 2012
\$547,000.00**

Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Completed Projects in the last 6 years

Leahy's Fuel

17 Old Shaerman Tpke.

Danbury, CT 06810

**Contact: Steve Rosentel 203-748-3535 x-208
75 KW Generator Installation Performed 2012
\$24,950.00**

Stratford Municipal Center

468 Birdseye St.

Stratford, CT 06615

**Contact: Maurice McCarthy 203-385-4080
200 KW Generator Installation Performed 2012
\$107,879.00**

Norwalk Maritime Center Parking Garage

11 North Water St.

Norwalk, CT 06854

**Contact: Charlie Vinci 203-831-9063
150 KW Generator Installation Performed 2012
\$120,000.00**

Trumbull Senior Center

23 Priscilla Pl.

Trumbull, CT 06611

**Contact: Dimitri Paris 203-452-5075
100 KW Generator Installation Performed 2012
\$58,800.00**

Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Completed Projects in the last 6 years

American Seal and Engineering

295 Indian River Rd.

Orange, CT 06477

Contact: Alan Michaud 203-789-8819

200 KW Generator Installation Performed 2012

\$40,000.00

Paradigm Health Care

310 Terrace Ave.

West Haven, CT 06516

Contact: Lyndon Reid 203-932-2247 x-109

150 KW Generator Installation Performed 2012

\$84,600.00

Town of Ridgefield

400 Main St.

Ridgefield, CT

Contact: Charles Fisher 203-431-2751

100 KW Generator Installation at Town Hall 2011

\$58,340.00

Trumbull Hillcrest Middle School

530 Daniels Farm Rd.

Trumbull, CT

Contact: Steve Kennedy 203-452-4306

150 KW Generator Installation Performed 2010

\$80,723.00

Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Completed Projects in the last 6 years

Town of Watertown

747 French St.

Oakville, CT 06779

Contact: Vinny Caterino 860-945-5299

175 KW Generator Installation performed 2009

\$54,492.00

St. Camillus Health Care Center

494 Elm St.

Stamford, CT 06902

Contact: Mike LaMagna

500 KW Generator Installation performed 2008

\$172,012.00

Cox Radio

440 Wheelers Farm Rd.

Milford, CT 06460

Contact: Dom Bordonaro 203-783-8260

100KW Generator Installation performed 2008

\$47,700.00

Simsbury High School

34 Farms Village Rd.

Simsbury, CT 06070

Contact: Rick Hewey 860-658-0451 x-106

250 KW Generator Installation performed 2007

\$224,365.75

Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Bank and Bonding

Union Savings Bank

411 Monroe Turnpike

Monroe, CT 06468

Telephone #: (203) 791-7248

Fax #: (203) 452-5397

Attn: Anne Marie Hogan

ahogan@unionsavings.com

Fidelity & Deposit Company Of Maryland

Como & Nicholson

501 Main St.

Monroe, CT

Telephone #: (203) 445-8388

Fax #: (203) 445-8334

Attn: Mr. Chris Como

STATE OF CONNECTICUT + DEPARTMENT OF CONSUMER PROTECTION

Be it Known That

L HOLZNER ELECTRIC CO

596 JOHN ST

BRIDGEPORT, CT 06604-3927

has been certified by the Department of Consumer Protection as a

MAJOR CONTRACTOR

Registration #: MCO.0900418

Effective Date: 07/01/2016

Expiration Date: 06/30/2017

verify online at www.elicense.ct.gov

Jonathan A. Harris
Jonathan A. Harris, Commissioner

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

LOUIS HOLZNER
30 CURRITUCK RD
NEWTOWN, CT 06470-1330

has been certified by the Department of Consumer Protection as a licensed

ELECTRICAL UNLIMITED CONTRACTOR

License # ELC.0101214-E1

Effective: 10/01/2015

Expiration: 09/30/2016

Attest
Jonathan A. Harris, Commissioner

Office of the Secretary of the State of Connecticut

I, the Connecticut Secretary of the State, and keeper of the seal thereof,
DO HEREBY CERTIFY, that the certificate of incorporation of

NORTHEAST GENERATOR OF CONNECTICUT, INC.

a domestic STOCK corporation, was filed in this office on June 11, 1986, a certificate of dissolution has not been filed, the corporation has filed all annual reports, and so far as indicated by the records of this office such corporation is in existence.



Secretary of the State

Date Issued: May 06, 2016

STATE OF CONNECTICUT

DEPARTMENT OF CONSUMER PROTECTION

ELECTRICAL UNLIMITED CONTRACTOR

LOUIS HOLZNER

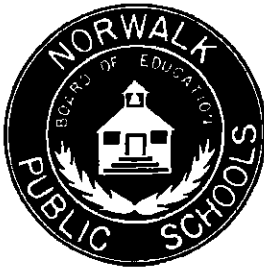
30 CURRITUCK RD

NEWTOWN, CT 06470-1330

LIC. / REG NO.	EFFECTIVE	EXPIRES
ELC.0101214-F1	10/01/2015	09/30/2016

SIGNED

Louis Holzner



NORWALK PUBLIC SCHOOLS

CENTRAL OFFICE

125 East Avenue • P.O. Box 6001
Norwalk, Connecticut 06852-6001
(203) 854-4000

MEMORANDUM

Date: October 5, 2016

To: District B Councilwoman Faye Bowman

From: William Hodel, Director of Facilities & Maintenance NPS

Re: West Rocks Middle School - NPD Generator

As per a request from the Norwalk Police Department, please be advised that the Norwalk Public Schools is aware and has approved the installation of a gas powered generator to be installed on the north east exposure of the upper most roof at West Rocks Middle School. This generator will be utilized to provide constant power to the existing Norwalk Police Department antenna/repeater in the event of an electrical outage. The installation, maintenance and ongoing utility costs will be borne by the Norwalk Police Department.

I am available for any questions you may have.

cc: Common Council President Bruce Kimmel
Frank Costanzo
Thomas Hamilton
Joseph Rios
George Sevc
Rita Clark
Lynne Moore
Ashley Gonzalez
John Praveen
Irene Dixon
Michael Docimo

VII. D

**THE PLANNING COMMITTEE
OF THE COMMON COUNCIL**

**125 East Avenue
P.O. Box 5125
Norwalk, CT 06856**

TO: MEMBERS OF THE NORWALK COMMON COUNCIL

FROM: SUSAN SWEITZER, SENIOR PROJECT MANAGER

RE: DECD FINANCIING PROPOSAL FOR WAYPOINTE PHASE II

DATE: SEPTEMBER 29, 2016

.....

The State of Connecticut Department Economic & Community Development is proposing a financial assistance grant in the amount of \$3,000,000 to the City of Norwalk for the completion of Phase II public infrastructure improvements associated with the Waypointe development. These improvements would include utility work, sidewalks, streetscapes and lighting within the project area.

**ACTION REQUESTED: APPROVE THE FINANCIAL ASSISTANCE
PROPOSAL FOR WAYPOINTE DEVELOPMENT –
PHASE II WITH DECD FOR PUBLIC
INFRASTRUCTURE IMPROVEMENTS FOR A
TOTAL COST OF \$3,000,000**

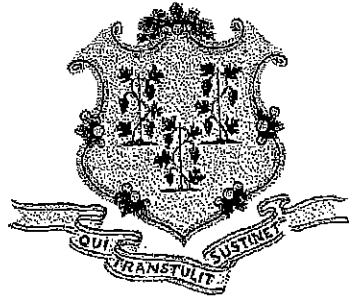
**AUTHORIZE THE MAYOR, HARRY RILLING, TO
EXECUTE THE FINANCIAL ASSISTANCE
PROPOSAL AND ALL DOCUMENTS NECESSARY
TO FULLY EXECUTE AN ASSISTANCE
AGREEMENT WITH DECD FOR PUBLIC
INFRASTRUCTURE IMPROVEMENTS FOR A
TOTAL COST OF \$3,000,000**

State of Connecticut

Governor Dannel P. Malloy

Department of Economic and Community Development

Catherine H. Smith, Commissioner



Financial Assistance Proposal

For

Waypointe Development – Phase II

City of Norwalk

September 2016

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BACKGROUND

Applicant Description:

The Norwalk Redevelopment Agency (NRA), is the redevelopment agent for the City of Norwalk. the NRA administers capital development grants and programs and has a well documented and demonstrated capacity to manage difficult construction and redevelopment projects for the City. The NRA has completed many Norwalk projects as a partner to the Department of Economic and Community development (DECD) and has finished major road reconstruction projects, brownfield cleanup projects, a multi-level garage, and Maritime museum project to name a few. The NRA was established in 1950 under the Housing Act of 1949 (Title V of P.L. 81-171 and thChapter 130of the C.G.S. Norwalk has a population of 84,877 residents. Norwalk's boundaries encompass 23 square miles. Norwalk is a culturally rich, diversified, urban community. Norwalk is home to the Lockwood-Mathews Mansion Museum and the Maritime Aquarium at Norwalk.

Project Description:

This grant will provide funding to the City of Norwalk for revitalization of the 1.8 mile West Avenue corridor. This corridor connects South Norwalk and Wall Street, in the City's downtown. The grant will be used to complete the public infrastructure Improvements, including storm and sanitary sewers, sidewalks and streetscapes and lighting improvements. The City's redevelopment plan will create a new mixed-use development project that will include up to 478,000 square feet of new residential construction; 405,000 square feet of retail development; 45,000 square feet of office space; and up to 180,000 square feet of restaurant, entertainment and health-related facilities, in the area north of the I-95 interchange.

SOURCE AND USE OF FUNDS

Sources of Funds	
Department of Econ. And Comm. Develop. – UA (OPM)	\$ 3,000,000
Total	\$ 3,000,000

Use of Funds	
Legal (DECD)	\$ 5,000
Construction – Public Infrastructure	\$2,995,000
Total	\$3,000,000

- *The figures above may be amended from time to time through requests for revisions to the Project Financing Plan and Budget, as approved by the Department of Economic and Community Development.*

FINANCIAL ASSISTANCE PROPOSAL

This financial assistance proposal is based upon the commitment of the City of Norwalk (hereafter, the "Applicant"), to implement the project as described herein. The State of Connecticut, acting through the Department of Economic and Community Development (hereafter, "DECD") and under the provisions of the C.G.S. Sec. 4-66c (the "Urban Act") proposes a financial assistance package consisting of a grant in the total amount of

\$3,000,000. DECD financial assistance shall not exceed \$3,000,000 or fifty percent (50%) of the total project cost as described in this proposal, whichever is less, as set forth in the most recently approved Project Financing Plan and Budget. The components of this financial assistance are outlined below:

Applicant:	City of Norwalk
DECD Financing:	\$ 3,000,000 Grant
Amount and Use of DECD:	\$ 2,995,000 Construction – Public Infrastructure
	5,000 DECD Legal
	\$ 3,000,000 TOTAL

ENVIRONMENTAL COMPLIANCE

Environmental Condition of the Real Property

As determined by DECD, the environmental site assessments, survey, reports and remedial action plans will be prepared for real property subject to project activities. A professional firm licensed to practice in the State of Connecticut shall prepare the reports. The scope of investigations and report shall conform to the applicable Department of Environmental Protection laws and regulations, and the applicable American Standards for Testing Materials document standards. Copies of all reports shall be made available to DECD.

If the Applicant and/or other parties for the subject properties within the project area have conducted Environmental Site Assessments, copies of such documents must be submitted to DECD.

CONSTRUCTION COMPLIANCE

The DECD requires submission of project design documents, specifications, construction bid documents and cost estimates and other documents outlined in Schedule A. All submissions are subject to review, comment, and/or approval by the DECD's Office of Financial Review and Special Projects and/or the DECD Commissioner. Unless notified by DECD, for projects with a total project cost of \$250,000 or less, the grantee will be required to certify that the project is in compliance with DECD design, bidding, contracting and construction monitoring requirements. In these cases, it will be the responsibility of the grantee to certify and submit the appropriate documentation during the pre-bid phase, construction phase and close-out phase of the project.

The Applicant shall submit for review and comment the following construction-related documents which need to comply with DECD design, bidding, contracting and construction monitoring Requirements: a) bid package(s) including procedures for bidding; b) bid selection process and results; c) bonding and insurance requirements; d) copies of contracts; e) schedule of values; f) payment requisitions and change orders.

DECD requirements for approval of the release of funds for construction include review of construction documents, latest updated budget, submittal of bidding process, project schedule and cash flow updates, monthly reports, and any appropriate back up materials

as may be needed for review such as application and certificate of payment (AIA Document G702) approved by the architect and/or engineer, appropriate invoices, etc.

EMPLOYMENT

Department of Labor Employment

Number Access Agreement:

The Applicant agrees that the DECD may obtain directly from the Connecticut Department of Labor and disclose, as part of its reporting requirements to the Connecticut State Legislature and Auditors of Public Accounts, information pertaining to employment levels at your operation. It is acknowledged and agreed that the information so obtained and disclosed may include employer name, address, and number of employees, by facility location, for the purpose of fulfilling DECD's reporting requirements in accordance with Connecticut General Statute 32-1m, as may be amended or modified. In addition, this employment information may be utilized for purposes of performing employment reviews and research related activities conducted by DECD.

The Applicant also agrees that it will complete DECD's an annual job survey that is needed to assist in the completion of DECD's annual jobs report as required under Connecticut General Statute 32-1m, as may be amended or modified.

The Authorization Form has been attached as Schedule B.

INSURANCE

The Applicant shall maintain all required insurance in amounts, form, substance, and quality acceptable to DECD, as described more fully in Schedule C, attached to this proposal. A certificate evidencing such insurance shall be delivered to the Commissioner at the time of execution of the Assistance Agreement, and annually thereafter for the duration of the Project Financing Plan and Budget. Annual submissions should be sent to DECD, Attn: Office of Financial Review and Special Projects, 505 Hudson Street, Hartford, CT 06106.

REPORTING

Financial Reporting

The Applicant may be required to provide its annual financial statements and notes on no less than a Audit level upon request by DECD.

Project Audit

Each Applicant subject to a federal and/or state single audit must have an audit of its accounts performed annually (see Schedule D). The audit shall be in accordance with the DECD Audit Guide (located at <http://www.ct.gov/ecd/cwp/view.asp?a=1096&q=249676>) and the requirements established by federal law and state statute. All Applicants not subject to a federal and/or state single audit shall be subject to a Project-specific audit of its accounts within ninety (90) days of the completion of the Project or at such times as required by the Commissioner. Such audit shall be in accordance with the DECD Audit Guide. An independent public accountant as defined by generally accepted government-auditing standards (GAGAS) shall conduct the audits. At the discretion and with the

approval of the Commissioner, examiners from the Department of Economic and Community Development may conduct Project-specific audits.

The completion of the project will be determined by the end date of the most recently approved Project Financing Plan and Budget.

Semi-Annual Project Financial Statements

The Applicant will also be required to provide unaudited Balance Sheet and cumulative Statement of Program Cost to the Commissioner in the approved DECD project statement format as outlined in the most current Accounting Manual located at <http://www.ct.gov/ecd/cwp/view.asp?a=1096&q=249670> (see accounting manual financial statements). This information shall be due within 30 days after June 30th and December 31st until the Project Financing Plan and Budget expires.

Project Progress Reporting

The Applicant shall submit quarterly project milestone and progress reports acceptable to the DECD. These reports shall delineate progress in the area of fundraising as well as construction of the project. The reports will be due January 2, 2017 and will be required to be provided until the expiration of the Project Financing Plan and Budget.

REQUIRED DOCUMENTS

The Applicant must provide the following required documents prior to contract closing. No financial assistance agreements will be signed by DECD until all required documents have been received, which include the following:

- NA

PROJECT START/END DATE

For purposes of this proposal this project will have a start date of July 12, 2016, and any eligible Applicant project expenditures after that date will be permitted as part of the project. The end date of the project will be determined by the most recently approved Project Financing Plan and Budget.

EXPIRATION

The NRA must accept this proposal no later than October 6, 2016, 30 calendar days after the date of proposal. In the event the DECD does not receive the acceptance of this proposal by the aforementioned date, the offer will be considered null and void and withdrawn.

INSTANCES OF DEFAULT

If funding for the project is approved, the Assistance Agreement between DECD and the Applicant may be subject, but not limited to the following default provisions: breach of agreement, misrepresentation, unpaid judgments, receivership or bankruptcy, change in business structure, adverse change in the financial condition of the Applicant, condemnation or seizure, lack of adequate security, cancellation of insurance, failure to pay debts, violation of terms in other project documents. In addition to repayment in full of the funding, DECD's remedies may include, but not be limited to, the ability to collect

an additional 5% in liquidated damages on the total amount of financial assistance, and to charge a 15% per annum rate of interest on financing provided.

CLOSING AND TRANSACTION COSTS

The Applicant shall be responsible for the payment of all necessary and appropriate costs associated with this transaction, whether or not a closing takes place, including but not limited to the State's attorneys fees and other such costs incurred by the State or associated with securing the State Financial Assistance. Such costs may also include reasonable attorney fees, appraisal costs, and other possible fees and costs related to the closing. No financing will be provided until the Applicant has paid DECD's legal fees.

LABOR COMPLIANCE

Nondiscrimination

The Applicant will comply with Connecticut General Statutes section 4a-60, as may be amended, which prohibits the Applicant from discriminating or permitting discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.

The Applicant will comply with Connecticut General Statutes section 4a-60a, as may be amended, which prohibits the Applicant from discriminating or permitting discrimination against any person or group of persons on the grounds of sexual orientation.

The Applicant will provide written representation or documentation that certifies the Applicant complies with the State's nondiscrimination agreements and warranties.

Affirmative Action

The Applicant will comply with Connecticut General Statutes Section 4a-60, which prohibits the Applicant from engaging in or permitting discrimination in the performance of the work involved as well as requires that the company take affirmative action to ensure that all job applicants with job related qualifications are employed and that employees are, when employed, treated in a nondiscriminatory manner.

Executive Order Number Three

The Applicant will comply with Executive Order Number Three, which gives the State Labor Commissioner continuing jurisdiction over Agreement performance in regard to nondiscrimination. It empowers the State Labor Commissioner to cancel, terminate or suspend the Assistance Agreement for violation of or noncompliance with the order or any state or federal law concerning nondiscrimination.
<http://www.cslib.org/exeorder3.htm>

Executive Order Number Sixteen

The Applicant will comply with Executive Order Number Sixteen, of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workplace Prevention.

The Assistance Agreement may be cancelled, terminated or suspended by the State for violation or noncompliance with said Executive Order No. Sixteen.

<http://www.ct.gov/governorowland/cwp/view.asp?A=1328&Q=255942&pp=12&n=1>

Executive Order Number Seventeen

The Applicant will comply with Executive Order Number Seventeen, which gives the State Labor Commissioner and DECD joint and several jurisdiction in respect to Agreement performance in regard to listing all employment openings with the Connecticut Employment Service. <http://www.cslib.org/exeorder17.htm>

WITHDRAWAL OF FINANCIAL ASSISTANCE PROPOSAL

Notwithstanding any other provisions of this proposal, the State, in its discretion, may elect to withdraw this proposal and withhold payment of funds if:

- The Applicant shall have made to the State any material misrepresentation in the project data supporting the funding request, in the application or any supplement thereto or amendment thereof, or thereafter in the agreement, or with respect to any document furnished in connection with the project; or
- The Applicant shall have abandoned or terminated the project, or made or sustained any material adverse change in its financial stability and structure, or shall have otherwise breached any condition or covenant, material or not, in this proposal and/or thereafter in the agreement.

ADDITIONAL TERMS AND CONDITIONS

The Applicant and its principals will comply with Section 9-612 of the Connecticut General Statutes, which requires that on and after December 31, 2006, no principal of a state contractor or prospective state contractor shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee. A violation of this statute could void any existing contracts with the State of Connecticut and could prevent any future contracts from being awarded for up to one year after the election for which such contribution is made or solicited.

The Applicant acknowledges that the obligation of DECD to provide the financial assistance set forth herein is subject to the normal State approval process, including but not limited to approval by the State Bond Commission, and may be subject to review and approval of any documentation by the Attorney General as to form and substance.

The State financial assistance will be subject to the standard terms and conditions established by DECD for financial assistance under the Sec. 4-66c of the Connecticut General Statutes. The Applicant will enter into an Assistance Agreement with the State of Connecticut, acting through DECD, which will contain but not be limited to provisions of this proposal, and set forth the terms and conditions of the state financial assistance, and

will execute and/or deliver such other documents, agreements, and instruments as DECD may require in connection with the State financial assistance or any required security.

This proposal is not a contract by the State of Connecticut or the Applicant. The State shall not be bound until a contract has all approvals required by law, and is executed in accordance with all applicable State procedures.

DECD CONTACTS AND OTHER SERVICES

Development Manager: Your Development manager is responsible for coordinating all aspects of your project as it moves forward. Please consider the development manager as your main point of contact throughout the life of your project.

Contact: Ned Moore

Phone #: 860 270-8148

Community Development Director: Your Director is also available to you at any time for issues pertaining to all aspects of your project.

Contact: Tim Sullivan

Phone #: 860 270-8040

CLIENT OBLIGATION CHECKLIST

The following is a brief outline of the documents that will be required to be provided by the Applicant over the life of the agreement. This is not an attempt to define all of the terms and conditions as outlined in this proposal, but to provide a snapshot of the requirements.

General Requirement	Comment	Y E A R S										Status
		1	2	3	4	5	6	7	8	9	10	
Financial Statements	Due annually within xx days after FYE	U	P	O	N	R	E	Q	U	E	S	T
Insurance Certificate	Due prior to expiration	X	X	X	X	X	X	X	X	X	X	
State Single Audit (if applicable for non-profits/municipalities) – See Schedule D	Due within 180 days of FYE until all project funds are expended											
Unaudited balance sheet and Cumulative Statement of Program costs	At the completion of the project	X	X	X								
Special Reports	Upon Request											

Applicant Initials

Date

NEXT STEPS

The enclosed documents, accompanying this financial assistance proposal, must be completed and returned to DECD within thirty (30) calendar days of acceptance of this assistance proposal.

- * Application
- * Project Financing Plan and Budget
- * Municipal (Council and NRA Board) Resolution
- * Nondiscrimination Certification

Please return the signed acceptance letter and initialed Client Obligation Checklist to:

Department of Economic and Community Development
Office of Brownfield Remediation & Development
505 Hudson Street
Hartford, CT 06106

Attn: **Ned Moore, Project Manager**
4th Floor]

SCHEDULE A

Schedule of Submissions and Approvals required for State Assistance

The DECD will require the Applicant to provide certain documents prior to the start of construction and through the completion of the project. In addition, DECD will require certain reviews and opportunities for comment during design and construction, through the completion of the project. The following outlines some of these documents and some of the anticipated DECD approvals:

Submissions to DECD – Start of Project to Construction Completion:

- Schematic Design Plans
- Consultant Contracts
- Consultant Engineering Reports (including civil/site, environmental, geotechnical, and structural).
- CGS 25-68(d) Floodplain Certification Submission (if applicable)
- Appraisal Reports
- Historic and Archeological Surveys, Reports, and Mitigation Deliverables (if applicable)
- Affirmative Action Compliance Reports
- Applicant Bylaws
- Applicant Conflict of Interest Policy
- Cumulative Statement of Program Cost and Project Balance Sheet
- Applicant Single Audit Act Reports
- Third Party Special Inspection Reports
- Monthly Progress Reports by Applicant (format to be approved by DECD)
- Meeting Minutes and Correspondence (between owner, architect, and/or contractor)

DECD Site Development Involvement: DECD requires on and off-site project access on regular basis for review of design and construction developments.

Submissions to DECD Upon Completion of Construction:

- Annual Audit & Management Reports
- Cumulative Statement of Project Cost and Project Balance Sheet
- Certificate of Occupancy (where applicable)
- Record documents (As Built)
- Certificate of Substantial Completion (AIA form G704)
- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706)
- Contractor's Affidavit of Release of Liens (AIA form G706A)
- Subcontractors and Suppliers Release or Waiver of Liens
- Consent of Surety Company to Final Payment (AIA G707)
- Consent of Surety to a Reduction in or Partial Release of Retainage at 50% project completion, if applicable: (AIA form G707A) Requires DECD concurrence.
- Final Application and Certificate for Payment (AIA form G702, and continuation sheet G703)

If the contractor has provided Contractor's Affidavit of Release of Liens (AIA form G706A) and lien waivers from major subcontractors and suppliers, a contractor may request the balance of retainage. If these documents are not provided, retainage can not be paid until 91 days after the date on the Certificate of Substantial Completion.

SCHEDULE B

AUTHORIZATION FOR THE RELEASE OF APPLICANT INFORMATION

I, _____, agree that the Connecticut Department Labor may disclose information pertaining to _____ (the Applicant), such as employer name, address, and number of employees, by facility location, to the Connecticut Department of Economic and Community Development (DECD). This authorization pertains to the following locations and their related Unemployment Insurance Number (UI #). Attach additional sheets, if necessary:

Company Name

Location

UI #

I further agree that DECD may, in turn, disclose such information to the Connecticut General Assembly and Auditors of Public Accounts as part of its reporting requirements pursuant to Connecticut General Statute 32-1m, as may be amended or modified. In addition, I understand that this information may be utilized for purposes of performing employment reviews and research related activities conducted by DECD.

I understand that this authorization may be revoked at any time, except to the extent that action has already been taken in reliance on it. However, I understand that revocation of this authorization may result in default under my financial assistance contract with DECD. This authorization will expire upon the Applicant fulfillment of its contractual obligations with DECD and DECD's fulfillment of its reporting requirements pursuant to Connecticut General Statute 32-1m, as may be amended or modified.

Name (Print or Type)

Title

Signature

Date

SCHEDULE C

Insurance Requirements

(A) Applicant shall procure and maintain for the duration of the Project Financing Plan and Budget (as specified within the proposal) the following types of insurance, in amounts no less than the stated limits, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder; provided however, that if this project is (i) financial assistance of less than \$100,000, (ii) a planning grant, or (iii) a predevelopment loan, only items 1 and 2 as set forth herein shall apply:

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operation, Independent Contractors, Product and Completed Operations and Contractual Liability. If a general aggregate is used, the general aggregate limit shall apply separately to the Agreement or the general aggregate limit shall be twice the occurrence limit.
- 2) Workers' Compensation and Employer's Liability: Statutory coverage in compliance with compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with a minimum limit of \$100,000 each accident, and \$500,000 Disease – Policy limit, \$100,000 each employee.
- 3) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
- 4) Directors and Officers Liability: \$1,000,000 per occurrence limit of liability; provided, however, that Directors and Officers Liability insurance shall not be required for limited liability corporations or limited partnerships.
- 5) Comprehensive Crime Insurance: \$100,000 limit for each of the following coverages: Employee Dishonesty (Form O), Forgery/Alteration (Form B), and money and securities coverage for theft, burglary, robbery, disappearance, and destruction.
- 6) Builders Risk: (Construction Phase) With respect to any work involving the construction of real property during the construction project, if DECD is taking a collateral position in the property, the Applicant shall maintain Builder's Risk insurance providing coverage for the entire work at the project site. Coverage shall be on a Completed Value form basis in an amount equal to the projected value of the project. Applicant agrees to endorse the State of Connecticut as a Loss Payee.
- 7) Property Insurance: (Post Construction) If DECD is taking a collateral position in the property, the Applicant shall maintain insurance covering all risks of direct physical loss,

damage or destruction to real and personal property and improvements and betterments (including flood insurance if property is within a duly designated Flood Hazard Area as shown on Flood Insurance Rate Maps (FIRM) set forth by the Federal Emergency Management Agency (FEMA)) at 100% of Replacement Value for such real and personal property, improvements and betterments or the maximum amount available under the National Flood Insurance Program. The State of Connecticut shall be listed as a Loss Payee.

(B) Additional Insurance Provisions

- 1) The State of Connecticut Department of Economic and Community Development, its officials and employees shall be named as an Additional Insured on the Commercial General Liability policy. Additional Insured status is not required for items (A)2 through (A)7 above.
- 2) Described insurance shall be primary coverage and Applicant and Applicant's insurer shall have no right of subrogation recovery or subrogation against the State of Connecticut.
- 3) Applicant shall assume any and all deductibles in the described insurance policies.
- 4) Without limiting Applicant's obligation to procure and maintain insurance for the duration identified in (A) above, each insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice by certified mail has been given to the State of Connecticut, with the exception that a ten (10) day prior written notice by certified mail for non-payment of premium is acceptable.
- 5) Each policy shall be issued by an Insurance Company licensed to do business by the Connecticut Department of Insurance and having a Best Rating of A-, VII, or equivalent or as otherwise approved by DECD.

SCHEDULE D

TO: Municipal or Nonprofit Agency Grantee – DECD Program

FROM: Michael J. Lettieri, Community Development Director
Office of Financial Review and Special Projects

SUBJECT: DECD and State Single Audit Submission Requirements

Pursuant to Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes, each municipality, audited agency, tourism district and not-for-profit organization that expends state financial assistance equal to or in excess of three hundred thousand dollars in any fiscal year of such nonstate entity beginning on or after July 1, 2009, the entity shall have a single audit made for such fiscal year in accordance with the provisions of the above-referenced General Statutes. If total state financial assistance expended for the fiscal year is for a single state program, a program-specific audit may be conducted in lieu of a single audit.

Copies of the state single audit report package must be filed with the state grantor agencies, the cognizant agency and pass-through agencies (if applicable). Submission of the report package must be made within 30 days of completion of the audit report, if possible, but no later than six months after the end of the audit period. For recipients with a June 30, 2005 fiscal year end, the filing deadline is December 31, 2005. Cognizant agencies must be notified of the Independent Auditor appointed to conduct the audit. Such notification must be made not later than thirty days before the end of the fiscal year of the entity to be audited.

The Office of Policy and Management is the cognizant agency for municipalities, tourism districts, other quasi-governmental entities and nonprofit organizations under the State Single Audit Act. The Dept. of Economic & Community Development is the cognizant agency for Housing Authorities. Your Cognizant Agency has the authority under C.G.S. Section 7-393 and State Single Audit Regulations to grant an extension for filing an audit report past the statutory deadline. In order for such an extension to be considered, an Audit Submission Extension Request Form must be submitted to the cognizant agency no later than 30 days prior to the required filing date. Both the independent auditor and the Chief executive officer of the audited entity must sign the request. If the reason for the extension relates to deficiencies in the entity's accounting system, a corrective action plan must accompany the request. The request may be faxed to the cognizant agency as indicated on the request form.

The following is a list of the required components of a complete audited financial report package that must be filed by the deadline with your cognizant agency, each State agency that provides funding to you, such as the Dept. of Economic & Community Development, and pass-through agencies (if applicable):

1. The Audit Report on the Financial Statements of the auditee
 2. State Single Audit Report or program-specific audit report (if applicable)
 3. Federal Single Audit Report (if applicable)
-

4. Municipal Audit Questionnaire (Municipalities & Audited Agencies)
5. Management Letter (if applicable)
6. Corrective Action Plan (if applicable)
7. Report on Compliance and on Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

The DECD requires that the DECD Audit Guide must be used in conjunction with a State Single Audit of DECD programs. The only additional requirements are that the DECD programs be tested for compliance with laws and regulations using the compliance supplements contained in Appendix A of this guide and that the financial statement format outlined in Exhibit 4-2 of the guide be followed. The DECD *Consolidated Audit Guide for DECD Programs* is available at the following Website: <http://www.ct.gov/ecd> under Miscellaneous Publications.

State Single Audit Regulation Sec. 4-236-28, states, "In cases of continued inability or unwillingness to have a proper audit conducted of a program in accordance with these regulations, **state agencies** shall consider appropriate sanctions concerning the program including but not limited to:

- (a) withholding a percentage of awards until the audit is completed satisfactorily;
- (b) withholding or disallowing overhead costs; or
- (c) suspending state awards until the audit is completed".

Any nonstate entity, which fails to have the audit report filed on its behalf within six months after the end of its fiscal year or within the time granted by the cognizant agency, may be assessed a civil penalty of not less than \$1,000 but not more than \$10,000.

While these are strong measures and in most instances not needed, they define the measures that state agencies and OPM may take to ensure that those grantees receiving state financial assistance submit timely and appropriate audit reports.

In summary, as a grantee of a DECD program, please file the following documents as applicable with DECD and OPM by the dates indicated:

File the following with the state grantor agency – [DECD, Office of Financial Review and Special Projects, 505 Hudson Street, Hartford, CT 06106]:

- *Complete Audit Reporting Package if your entity is subject to filing a State Single Audit (must be submitted within 30 days of completion but no later than the filing period deadline),*
OR
- *State Single Audit Exemption Notification Form if your entity is exempt from filing a State Single Audit (submit as soon as possible after fiscal year end but no later than six months after your fiscal year end)*

File the following with your cognizant agency – [OPM, Intergovernmental Policy Division, Municipal Finance Services, 450 Capitol Avenue - MS-54MFS, Hartford, CT 06106]:

- *Auditor Notification Form* (submit no later than thirty days before the end of the fiscal year of the entity to be audited)
- *Extension Request For Filing Financial and State Single Audits* if the audit cannot be filed by the due date (*submit at least 30 days prior to the end of the six-month filing period*)
- *Complete Audit Reporting Package* if subject to filing State Single Audit (*submit within 30 days of completion but no later than the filing period deadline*),
- *State Single Audit Exemption Notification Form* (submit as soon as possible after fiscal year end if you determine that your organization was not subject to the State Single Audit Act but no later than six months after your fiscal year end)

If you have any questions please contact Steve Pons at (860) 270-8209.

Thank you for your attention to these matters.

Attachments:

- Extension Request for Filing Financial and State Single Audit Form
- Appointment of Auditor Notification Form
- State Single Audit Filing Exemption Notification Form

**EXTENSION REQUEST FOR FILING
FINANCIAL AND STATE SINGLE AUDITS**

Pursuant to C.G.S. 7-393 and/or S.S.A. Regulation 4-236-25, a _____ day extension
(Number of days)*
for filing the ____ / ____ / ____ Audited Financial Statements ____ State Single Audit ____ is
(Fiscal Year Ended) (Check applicable reports)
requested until ____ / ____ / ____ for _____
(New filing date) (Name of entity)

Entity Federal Employer Identification Number (FEIN): _____

Entity Address _____

Contact Person & Title _____

Telephone () _____ Facsimile () _____ Email _____

Special Reasons For the Request:

List State Agency(s) providing funds
(To be completed by entity receiving funds) _____

Requested by:
Independent Accountant or Accounting Firm _____

Address _____

_____ Zip _____

Telephone () _____ Facsimile () _____ Email _____

Independent Auditor's Signature Date _____ Auditee CEO's Signature Date _____

Mail or Fax (860) 418-6493 To OPM at least 30 days prior to the end of the 6-month filing period.

FOR OPM ACTION ONLY

Extension Approved ____ **Denied** ____ **Date** ____ / ____ / ____ **For OPM** _____

Date Auditor Notified: ____ / ____ / ____ **Date State Agencies Notified:** ____ / ____ / ____

Comments _____

* Requests for extensions should not exceed 30 days per request.

<http://www.opm.state.ct.us/igp/services/Audits.htm>

APPOINTMENT OF AUDITOR NOTIFICATION

To: *Office of Policy and Management*
Intergovernmental Policy Division
Municipal Finance Services
450 Capitol Avenue – MS-54MFS
Hartford, Connecticut 06106-1308
Tel.(860) 418-6400 Fax (860) 418-6493 E-Mail lori.stevenson@po.state.ct.us

From: Entity Name _____
Entity Address _____ Zip _____
Federal Employer Identification Number (FEIN) _____
Chief Fiscal Officer (Municipal) _____
Executive Director (Nonprofit) _____
Telephone (with area code) _____ Facsimile _____
Internet E-Mail Address _____
Chair, Board of Directors (Nonprofit) _____
Telephone Number of Bd. Chairman _____

The following information is furnished in compliance with Connecticut General Statutes 7-396 and/or 4-232:

1. Independent Accountant or Accounting Firm Performing the Audit:

Name _____
Address _____ Zip _____
State of CT Board of Accountancy CPA Firm Permit to Practice Number _____
Contact Person & Title _____
Telephone (with area code) _____ Facsimile _____
Internet E-mail Address _____

2. Fiscal Period(s) of Audit From _____ To _____, From _____ To _____

3. Appointment Date of Auditor _____

4. Name/Title of Appointing Authority _____

<http://www.opm.state.ct.us/igp/services/Audits.htm>

[ORGANIZATION'S LETTERHEAD]

STATE SINGLE AUDIT
FILING EXEMPTION NOTIFICATION

Date: _____

Lori Stevenson, Executive Secretary
Municipal Finance Services
Office of Policy and Management
450 Capitol Avenue MS#54MFS
Hartford, CT 06106-1308

Dear Ms. Stevenson,

This letter is to inform the Office of Policy and Management that for our fiscal year, which ended _____, the total expenditures of State financial assistance was less than \$300,000 for any fiscal year beginning on or after July 1, 2009. Total expenditures of State Financial Assistance for all programs was \$ _____.

Based on the guidelines of C.G.S. 4-231(b), we are exempt from filing a State Single Audit for this fiscal period. If you have any questions please contact:

Contact Person: _____

Name of Nonprofit: _____

Address: _____

_____ Zip _____

Telephone: (____) _____ Facsimile (____) _____ Email _____

Very truly yours,

Chief Executive Officer

Chief Financial Officer

cc: Michael J. Lettieri, Community Development Director
Office of Financial Review and Special Projects
Department of Economic and Community Development
505 Hudson Street
Hartford, CT 06106

This form may be returned to OPM by facsimile (860) 418-6493 and DECD by facsimile (860) 270-8200.
<http://www.opm.state.ct.us/igp/services/Audits.htm>



VII. E

DEPARTMENT OF PUBLIC WORKS

TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDING & FACILITIES MANAGER 

DATE: SEPTEMBER 30, 2016

RE: BELDEN MAIN LIBRARY – BUILDING FACADE REPAIRS

The Belden Avenue Main Library was constructed in 1902. A major renovation was completed in 1981 to include a building addition and renovation of the original building. Over the years the wood exterior on the original portion of the building has deteriorated and is in need of repairs. There is dry rot with portions of the wood work but the full extent of the damage cannot be determined until we start the restoration work. In addition, the original woodwork has lead based paint and would require remediation.

On August 10, 2016 the City's Purchasing Department received bids for Building Façade Repairs for the Belden Main Library. The City received five (5) bids. The results are as follows:

Contractors	Lump Sum Total
Scholar Painting, LLC	\$43,320.00
Cornerstone Restoration	\$44,721.00
Better Homes Bureau, LLC	\$48,877.86
G.L. Capasso, Inc.	\$87,600.00
Tancreti Construction, LLC	\$136,272.00

After reviewing the submissions, the Purchasing Department and the Office of Building Management would like to recommend the award to the apparent lowest bidder, Scholar Painting, LLC.

ACTION REQUESTED:

a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Scholar Painting, LLC for the Belden Main Library Exterior Wood Façade Restoration Project for a total not to exceed \$43,320.00. Funds are available from account #'s 0915 7100 5777 C0543 and 0916 7100 5777 C0133.

b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$8,000.00.

NORWALK

OFF THE THROAT

VII. F

DEPARTMENT OF PUBLIC WORKS

September 14, 2016

Honorable Mayor and Members
Of the Common Council
City Hall
125 East Avenue
Norwalk, CT 06856

FREEHOLDERS REPORT – Abandonment/Discontinuance of a Portion of Bates Court

Ladies and Gentlemen:

We, the undersigned Freeholders, appointed by your Honorable Body, do hereby assess benefits and damages resulting from the proposed street 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 STREET) and heading south to the southerly terminus for a fee of \$14,400.00. This area will be subject to a General Utility Easement.

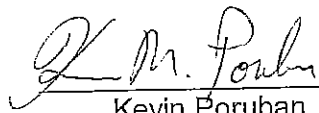
Reference is hereby made to a map entitled "Property Survey For Abandonment Of A Portion Of Bates Court And Acquisition Of Properties From City Of Norwalk Prepared For Metropolitan Realty Associates, LLC, Norwalk, Connecticut" at a scale of 1" = 20', dated August 5, 2015, prepared by William W. Seymour & Associates, P.C., Darien, Connecticut.

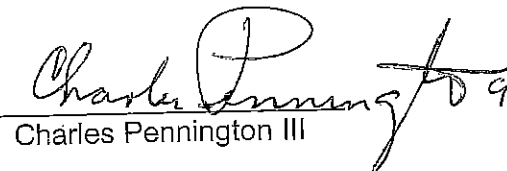
It is envisioned and intended by the parties hereto that title to any such abandoned public street will devolve, pursuant to common law onto the owner of said abutting property on the east side of the right-of-way, to the west side of the right-of-way.

We, the Freeholders, recommend that benefits be assessed in the amount of \$14,400.00 as a result of this action.

Respectfully Submitted,

 9-14-16
Larry Ruttenberg

 9-14-16
Kevin Poruban

 9-14-16
Charles Pennington III



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

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

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

CC: Lisa Burns, P.E.
Principal Engineer

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

DATE: September 14, 2016

I have listed below, all of the people who were mailed by Certified Mail, invitation letters for the Public Hearing for the Freeholders Report 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)



DEPARTMENT OF PUBLIC WORKS

September 15, 2016

Sent Certified Mail: 7014 2120 0004 6791 7346

Mr. Charles Schemera
85 Martin Luther King Boulevard LLC
130 Lenox Avenue #23
Stamford, CT 06906

Re: Freeholders Report Public Hearing - Abandonment of a Portion of Bates Court – 85 Dr.
Martin Luther King Jr. Drive

Mr. Schemera:

On September 13, 2016, the Common Council of the City of Norwalk approved the necessity for the abandonment 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 STREET) 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 and appointed a committee of Freeholders to assess benefits and damages associated with the said abandonment. As one of the abutting property owners, you are hereby notified and invited to the Public Hearing for the Freeholders Report concerning the said abandonment. At this Public Hearing, all interested parties are invited to voice their opinions and any objections to the report of the Freeholders in relation to this abandonment as it relates to the best interests of the citizens of the City of Norwalk. The Public Hearing is scheduled for Tuesday, October 4, 2016 at 7:00 P.M. in Room 231 on the 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

If you have any questions prior to the meeting, please contact me at (203) 854-7891.

Sincerely,

Paul L. Sotnik, P.E.
Senior Civil Engineer

CC: Bruce M. Chimento, P.E. – Director of Public Works
Lisa Burns, P.E. – Principal Engineer
Public Works Committee



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

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

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

CC: Lisa Burns, P.E.
Principal Engineer

REF: Mail List – Public Hearing – Sale of Excess City-Owned Property At 1 Bates Court

DATE: September 14, 2016

I have listed below, all of the people who were mailed by Certified Mail, invitation letters for the Public Hearing to consider the sale of the excess City-Owned property located at 1 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)



DEPARTMENT OF PUBLIC WORKS

September 15, 2016

Sent Certified Mail: 7014 2120 0004 6791 7599

Mr. Charles Schemera
85 Martin Luther King Boulevard LLC
130 Lenox Avenue #23
Stamford, CT 06906

Re: Public Hearing For Sale Of Excess City-Owned Property – 85 Dr. Martin Luther King Jr. Drive

Mr. Schemera:

On September 13, 2016, the Common Council of the City of Norwalk approved the scheduling a Public Hearing to consider the sale of the excess City-Owned property located at 1 Bates Court (Tax Lot 2-53-5-0 EXCESS PARCEL) 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. The Public Hearing shall be conducted in order to hear all parties interested in commenting on the sale of this parcel to the abutting property owner or its affiliate for the appraised value of \$35,900.00, to determine if the sale is in the best interests of the City and to take such action on said property sale that the committee may deem advisable. As one of the abutting property owners, you are hereby notified and invited to the Public Hearing concerning the sale of said excess City-Owned property. The Public Hearing is scheduled for Tuesday, October 4, 2016 at 7:15 P.M. in Room 231, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

If you have any questions prior to the meeting, please contact me at (203) 854-7891.

Sincerely,

Paul L. Sotnik, P.E.
Senior Civil Engineer

CC: Bruce M. Chimento, P.E. – Director of Public Works
Lisa Burns, P.E. – Principal Engineer
Public Works Committee

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STAPLES 35-8
STAMFORD 00-0
Records: Staples 4-0, 3-0 FCJAC; Stamford 0-3,
0-3 FCJAC. Goals: Stap - Chloe Deveney, Kyle
Kirby 2, Meghan Johnson 2, Alexis Bernard,
Colleen Bannon 2. Assists: Stap-Bannon 2,
Deveney. Goalies: Stap-Bridget Mulloy (0
saves). Stam-Nicole Chichester (22 saves),
Kristen D'Ariano (3 saves).

Harris continued playing together at Shorehaven for many years.

"We played a lot," Zamm, who still plays at Shorehaven once a week, said. "Paul played an awful lot."

"Golf was definitely his priority every Saturday and Sunday," Barbara Harris, who now lives in Fairfield, said. "He was competitive, but he was always a good sport."

"He was a good teacher, too. I remember he taught me how to hold a club," she added. "He liked teaching all his kids."

Golf remained a priority after the elder Harris relocated to the Sunshine State 24 years ago.

"He was playing regularly up until three or four years ago," Sean Knott, the assistant pro at the Harbour Ridge Country Club in Palm City, said.

"He was a great guy. I've been here 11 years and he always had a kind word for everyone and always had a smile on his face."

And that smile was never bigger, never brighter than when Paul Harris was playing golf.

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first.

CONNECTICUT MAGAZINE
TOP DOCS
a member of
OrthoCONNECTICUT

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in 2 Locations!
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hwy South, Darien, CT

OrthoExpress.com
203-845-2070

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

FORECLOSURE NOTICE



Docket No:
FST-CV11-60101740-S

Case Name:
Deutsche Bank National Trust
Company, As Trustee v. Clarence
Underhill, ET AL

Property Address:
47 Riverside Avenue, Norwalk,
Connecticut 06850

Property Type: Residential

Date of Sale: September 24, 2016

Committee Name:
Anthony M. Modugno, Esq.

Committee Phone Number:
203-847-3003

See Foreclosure Sales at
www.jud.ct.gov for more detailed
information.

LEGAL NOTICE

FORECLOSURE AUCTION SALE

Docket No. FST-CV-14-6023726
Bank of America NA v. Dezso, et al
Property Address: 24 Arbor Drive,
Norwalk, Connecticut 06854
Property Type: Single Family
Residential
Date of Sale: September 24, 2016
12:00PM (noon)
Committee Name: Derek Mello
Committee Phone Number: 203
425 8500
See Foreclosure Sales at
www.jud.ct.gov for more detailed
information

Place a Memoriam to remember
a loved one. Call 203-330-6306.
obituaries@hearstmediact.com

PUBLIC NOTICES

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Public Works Committee of the Norwalk Common Council will hold 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 STREET) 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 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.

Dated this 15th Day of September, 2016, at Norwalk Connecticut

ATTEST: _____
Donna I. King, City Clerk

September 14, 2016

Honorable Mayor and Members
Of the Common Council
City Hall
125 East Avenue
Norwalk, CT 06856

FREEHOLDERS REPORT - Abandonment/Discontinuance of a Portion of Bates Court

Ladies and Gentlemen:

We, the undersigned Freeholders, appointed by your Honorable Body, do hereby assess benefits and damages resulting from the proposed street 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 STREET) and heading south to the southerly terminus for a fee of \$14,400.00. This area will be subject to a General Utility Easement.

Reference is hereby made to a map 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" at a scale of 1" = 20', dated August 5, 2015, prepared by William W. Seymour & Associates, P.C., Darien, Connecticut.

It is envisioned and intended by the parties hereto that title to any such abandoned public street will devolve, pursuant to common law onto the owner of said abutting property on the east side of the right-of-way, to the west side of the right-of-way.

We, the Freeholders, recommend that benefits be assessed in the amount of \$14,400.00 as a result of this action.

Respectfully Submitted,
Larry Ruttenberg Kevin Poruban Charles Pennington III

BUSINESS

Frontier not worried about the decline in phone lines

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LOCAL

Advanced abandonment requested for Bates Court

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SPORTS

Frrokaj's return key for Norwalk football team

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The Hour

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restructuring graduation requirements, special education and teacher evaluations.

"Under our system of

See *Appeal on 2*

SCHOOLS ON TRIAL

CLERGY SEX ABUSE

Diocese fights for

A child's paradise

PUBLIC NOTICES

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Public Works Committee of the Norwalk Common Council will hold a Public Hearing to consider the sale of the excess City-Owned property located at 1 Bates Court (Tax Lot 2-53-5-0 EXCESS PARCEL) 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. The Public Hearing shall be conducted in order to hear all parties interested in commenting on the sale of this parcel to the abutting property owner or its affiliate for the appraised value of \$35,900.00, to determine if the sale is in the best interests of the City and to take such action on said property sale that the committee may deem advisable. The Public Hearing is scheduled for Tuesday, October 4, 2016 at 7:15 P.M. in Room 231, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

Dated this 15th Day of September, 2016, at Norwalk Connecticut

ATTEST:

Donna I. King, City Clerk

PUBLIC NOTICES

NOTICE OF PUBLIC HEARING

The Norwalk Redevelopment Agency will hold a Public Hearing on the *Transit-Oriented Development (TOD) Redevelopment Plan* on Tuesday September 27, 2016 at 5:30pm in Room A-300, 3rd floor, Norwalk City Hall, 125 East Avenue, Norwalk, CT. All interested members of the public are encouraged to attend and submit comments at the Public Hearing. The proposed TOD Redevelopment Plan is available on www.norwalkct.org website. Oral language assistance for this meeting/hearing may be obtained by calling (203-854-7810 ext. 46791) or visiting our office at least 48 hours prior to the meeting/hearing.

NOTICE OF PUBLIC HEARING

The Norwalk Redevelopment Agency will hold a Public Hearing on the *Re-approval of the Wall Street Redevelopment Plan, West Avenue Corridor Redevelopment Plan, and Washington-South Main Urban Renewal Plan* on Tuesday September 27, 2016 at 5:30pm in Room A-300, 3rd floor, Norwalk City Hall, 125 East Avenue, Norwalk, CT. All interested members of the public are encouraged to attend and submit comments at the Public Hearing. The various plans are available at <http://www.norwalkct.org/index.aspx?NID=652>. Oral language assistance for this meeting/hearing may be obtained by calling (203-854-7810 ext. 46787) or visiting our office at least 48 hours prior to the meeting/hearing.

GENERAL HELP WANTED

COMPLIANCE SPECIALIST OPENING:

Connecticut Community Bank is looking for a Compliance Specialist - Commercial Loan Originations and Servicing. This position is responsible for the review of commercial loan documents during the origination, pre-closing and post-closing process to ensure compliance with Reg. B, CRA, BSA, HMDA and flood insurance coverage, as applicable, in accordance with regulatory requirements, Bank policies, operating procedures, audit requirements and federal regulations.

Please forward resume to:
careers@connecticutcommunitybank.com,
Fax (203) 256-8196 or mail to 605 West Avenue Norwalk, CT 06850
Attn: HR.

EEO/AA
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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

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FIREWOOD- \$190 a cord, 2/\$370, Half/\$120, Clean, seasoned, split hardwood. Delivered 203-572-9170

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WHITE TIN top table set. 2 Pull out extensions. 4 matching chairs. Approx 80+ yrs. Appt only 203-229-9775. Leave message.

TAG / ESTATE / CRAFT FLEA MARKET SALES



ESTATE SALE, furn, Asian collectibles and misc. items, Sat & Sun 8-3, 50 Scribner Ave., Norwalk.

ESTATE SALE

Vintage finds from a bygone era as well as more recent books. Finds include a 1949 Philco TV (non working), a Victrola and records, furniture, glassware, tools, toys, Barrister book case, and more. Upright Kranich & Back piano, circa 1900. 128 Gregory Blvd Sat. 8-3; Sun. 9-1

GIANT TAG SALE

Saturday Sept 17 9am-3pm
Early Birds 8:30- \$10
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60 East Ave. Norwalk

The Professionals

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- Removal of appliances, furniture, brush, logs, etc
- Demolish sheds, fences, pools, decks, etc



Local Moving/FREE DUMP FEES

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CLEAN-UP & HAULING

JUNK REMOVAL & More

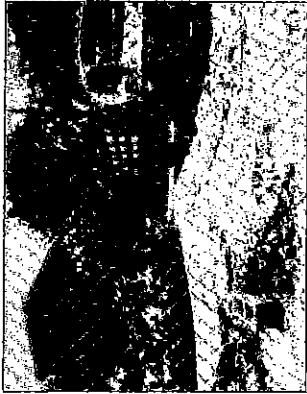
Be penny-wise for a

PENNY-W
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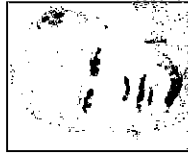
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See Appeal on 1

SCHOOLS ON TRIAL

CLERGY SEX ABUSE

Diocese fights for

A child's paradise



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

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

Phone: (860) 594-2462



June 27, 2014

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

Dear First Selectman Freda:

Subject: Master Municipal Agreement for Rights of Way 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 Rights of Way Projects (MMA ROW) is the second 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 MMA ROW 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 rights of way projects. PALs are expected to take only days to execute, as opposed to the numerous months currently required executing individual project agreements.

This ten-year term MMA ROW covers either the Department or the Municipality taking on the responsibility for the administration of the rights of way phase of a particular municipal project. The MMA ROW includes standard terms, conditions and contracting "boiler plate" language that should govern all municipal rights of way projects involving the Department which are undertaken throughout the ten-year term.

The Honorable Harry W. Rilling

-2-

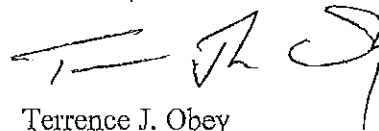
June 27, 2014

Although the Department may not have a rights of way project in your municipality at this time, execution of this agreement will streamline future project specific business with the Department.

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.

Please process the MMA ROW in accordance with the enclosed instructions and return the agreement, along with your authority to sign, to me at the letterhead address. If you have any questions, please contact me at (860) 594-2462.

Very truly yours,

A handwritten signature in black ink, appearing to read 'T. J. Obey', written over a horizontal line.

Terrence J. Obey
Director of Rights of Way
Bureau of Engineering and Construction

Enclosures

RESOLUTION

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

ADOPTED BY THE _____ OF
THE TOWN OF _____, CONNECTICUT, THIS
_____ DAY OF _____, 2016.

Clerk

(seal)

Date

ATTACHED DRAFT AGREEMENT TO BE REVIEWED BY CORPORATION COUNSEL PRIOR TO MAYOR EXECUTION (TYPICAL AGREEMENT PROCESS)

The overall purpose of this agreement is to facilitate quicker reimbursement of City of Norwalk funds from the State of Connecticut related to municipally managed projects involving right-of-way (ROW) activities and Federal and/or State grant funds.

The agreement is for City of Norwalk MANGAGED projects. Projects are approved by the Common Council, regardless of this agreement being in place. This master agreement streamlines agreement/reimbursement process for City of Norwalk projects that are receiving State and/or Federal grant funds for ROW required to accomplish construction (temporary/construction/permanent easements). This agreement facilitates quicker financial reimbursement to the City. The State of Connecticut provides ROW services to the City of Norwalk through this agreement. Note, property owner's rights are the same in the ROW process through either an individual or master agreement.

**- DRAFT - TO BE
REVIEWED BY CORP COUNSEL**

**MASTER MUNICIPAL AGREEMENT
FOR RIGHTS OF WAY PROJECTS** **EXECUTION**

THIS MASTER MUNICIPAL AGREEMENT FOR RIGHTS OF WAY ACTIVITIES ("Master Agreement" or "Agreement") is entered into by and between the STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION (the "DOT"), and the City of Norwalk, City Hall, 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, rights of way activities, in conjunction with improvements to locally-maintained roadways, structures and transportation enhancement 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 either the Municipality or the DOT takes on the responsibility for the administration of the rights of way phase of a particular municipal project, and the parties wish for this Master Agreement to address the rights of way phase of the Municipality or State's administered projects; and

WHEREAS, the Commissioner is authorized to enter into this Agreement and distribute state and federal financial assistance to the Municipality for these projects pursuant to § 13a-98e and § 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 these 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 Rights of Way Project means conducting and managing operations required to perform and complete the Rights of Way Project, including performing the work either by the Municipality or the DOT, as applicable to the particular Rights of Way Project, in whole or in part, undertaking all of the administrative duties related to and required for the completion of the Rights of Way Project.

1.2 "Authorization to Proceed Notice" means the written notice from the DOT to the Municipality authorizing the Municipality to Perform its obligations for the Rights of Way Project

Master Municipal Agreement for Rights of Way Projects

under the PAL.

1.3 "Authorized Department of Transportation (DOT) Representative" means the individual, duly authorized by a written delegation of the Commissioner of the DOT pursuant to Section 13b-17(a) of the Connecticut General Statutes, to sign PALs.

1.4 "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

1.5 "Demand Deposit" means an amount of money due to the DOT from the Municipality.

1.6 "Designated Official" means the municipal official or representative designated by title who is duly authorized by the Municipality to receive PALs issued by the DOT under this Agreement and who submits to the DOT a Written Acknowledgment of the PAL (defined in section 2.2) binding the Municipality to the terms and conditions of the PALs issued by the DOT under this Master Agreement.

1.7 "DOT-provided Services" means the work that the DOT is responsible to Perform for the Rights of Way Project, as specifically set forth in the PAL and may include, but are not necessarily limited to, administrative oversight, and liaison activities with other governmental agencies to ensure satisfactory adherence to DOT and federal requirements.

1.8 "Effective Date" means the date which the Master Agreement is executed by the DOT.

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

1.10 "Municipality Parties" means a Municipality's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Municipality is in privity of oral or written contract and the Municipality intends for such other person or entity to Perform under the Master Agreement in any capacity.

1.11 "Municipal Project" means a project undertaken by the Municipality for improvements on locally maintained or owned roadways, structures, transportation enhancement facilities (as defined by 23 U.S.C. §101(a)(35), as revised), or any combination of the foregoing, which generally includes three phases of activities: the design phase, rights of way phase, and construction phase.

1.12 "Official Notice" means notice given from one Party to the other in accordance with Article 11.

1.13 "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,"

Master Municipal Agreement for Rights of Way Projects

"Performance" and other capitalized variations of the term.

1.14 "Plans, Specifications, and Estimates (PS&E)" means the final engineering documents produced during the design phase of the Municipal Project that contain all of the construction details and are made part of the bid documents.

1.15 "Project Amount" means the total estimated cost to complete the Rights of Way Project, as estimated at the time of the DOT's issuance of the PAL.

1.16 "Project Authorization Letter ("PAL")" means the written document that authorizes the distribution of Funding to the Municipality for the specific Rights of Way Project during a specified period of time.

1.17 "Records" means all working papers and such other information and materials as may have been accumulated by the Municipality in performing the Rights of Way Project, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

1.18 "Rights of Way Project" means the necessary activities to acquire property in conjunction with a Municipal Project, including, but not limited to, appraisals, title searches, property map reviews, negotiations, and closings.

1.19 "State" means the State of Connecticut, including the DOT and any office, department, board, council, commission, institution or other agency or entity of the State.

1.20 "Term" means the duration of the Master Agreement.

1.21 "Termination" means an end to the Agreement prior to the end of its term whether effected pursuant to a right which the Agreement creates or for a breach.

Article 2. Issuance and Acknowledgment of PALs for Rights of Way Projects.

2.1 Issuance of PAL.

The DOT shall issue to the Municipality a PAL for the applicable Rights of Way Project, in the form substantially similar to Schedule A, which will be addressed to the Designated Official and signed by the Authorized DOT Representative. PALs issued under this Master Agreement will address Rights of Way Projects and will not address the design or construction phase activities of Municipal Projects. The issuance of the PAL itself is not final authorization for the Municipality to begin Performing work with respect to the Rights of Way Project. Additional required steps and approvals are set forth in this Master Agreement.

2.2 Written Acknowledgement of the PAL.

Master Municipal Agreement for Rights of Way Projects

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 undertake the particular Rights of Way Project (if it is to Administer the 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.

2.3 Designated Official.

The Municipality herein represents that the Mayor, of the City of Norwalk is the Designated Official to whom the Municipality has granted the authority, throughout the Term of this Master Agreement, to sign and submit the Written Acknowledgement of the PAL(s) to the DOT on its behalf. The signature of the Designated Official shall bind the Municipality with respect to the terms of the PAL. Signature by the individual as the Designated Official upon any Written Acknowledgement of a PAL is a representation by such individual that he/she holds the title of the Designated Official as of the date of his/her signature. If at any time during the Term the Municipality seeks to modify which municipal official or representative by title is the authorized Designated Official, the Parties must amend this section by mutual written agreement identifying by title the new Designated Official and signed by the authorized representatives of each Party.

2.4 Obligations of Municipality.

Upon submission of the Written Acknowledgement of the PAL to the DOT, 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 Rights of Way Project. By submitting the Written Acknowledgement of the PAL, the Municipality acknowledges that it understands the obligations to which it is committing itself with respect to the Rights of Way Project. Further, if the Municipality is to Administer the Project, the Municipality shall proceed with diligence to Perform its obligations to accomplish the Rights of Way Project and shall use the Funding to complete the same.

Master Municipal Agreement for Rights of Way Projects

2.5 Revisions to the PAL.

Any modification to the scope, the allowed Funding amount, or cost breakdown related to the Rights of Way Project must be approved by the DOT, at its sole discretion, and set forth in a subsequent PAL newly-issued by the Authorized DOT Representative, hereinafter referred to as the "Revised PAL." The Revised PAL shall be acknowledged by the Municipality in accordance with the procedure set forth in section 2.2, and the Revised PAL will supersede the previously issued PAL for the Rights of Way Project and will control over any previously issued PAL.

2.6 PAL as a Limitation on Cost of Reimbursement.

The amount of reimbursement for the Rights of Way Project Performed by either Party shall be based upon the cost estimate specified in the PAL, and shall not exceed the amount specified except as set forth in a Revised Rights of Way Project cost estimate in a Revised PAL.

Article 3. Municipality-Administered Rights of Way Projects. When the Municipality is responsible for the Rights of Way Project;

3.1 Content of the PAL. The PAL issued by the DOT to the Municipality shall set forth, at a minimum:

- (a) a statement that the Municipality is responsible for the Rights of Way Project;
- (b) the scope of the Rights of Way Project;
- (c) the respective obligations of the Parties with respect to the Rights of Way Project;
- (d) a statement incorporating this Agreement into the PAL;
- (e) a statement that any property acquired or incorporated into the Rights of Way Project by the Municipality shall be used for transportation purposes only and that such provision shall survive the PAL, this Agreement, the completion of the Rights of Ways Project and the completion of any related construction project;
- (f) the Funding source(s), the related government Funding authorization or program information, and the associated Funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Rights of Way Project;
- (g) the maximum reimbursement to the Municipality under the PAL;

Master Municipal Agreement for Rights of Way Projects

- (h) an estimated cost break-down for all work under the Rights of Way Project;
and
- (i) the Project Amount.

3.2 Authorization to Proceed Notice.

The Municipality shall not commence the Rights of Way Project until it has received from the DOT an Authorization to Proceed Notice. The DOT has no responsibility and incurs no liability for payments to the Municipality for Administration of the Rights of Way Project or for any work Performed by the Municipality's staff on the Rights of Way Project prior to the DOT's issuance of the Authorization to Proceed Notice.

3.3 Municipality to Perform and Complete the Rights of Way Project.

- (a) The Municipality shall designate an individual to act as a liaison with the DOT to provide for the proper interchange of information concerning the Rights of Way Project. The Designated Official of this Master Agreement or his / her successor thereto will be considered the liaison unless the Municipality designates a liaison in accordance with this provision. The liaison will be responsible for coordination with Municipality Parties.
- (b) Upon issuance of a PAL by the DOT, submission of the Written Acknowledgment of the PAL by the Municipality, and receipt of an Authorization to Proceed Notice, as applicable, from the DOT, the Municipality shall Administer the Rights of Way Project in accordance with the PAL and this Master Agreement.
- (c) With respect to any Rights of Way Project that receives federal participation in Funding, any costs that the Municipality incurs prior to the receipt of federal authorization for the Rights of Way Project are entirely ineligible for reimbursement with federal funds.
- (d) The Municipality shall use the Funding for reimbursement of the Municipality's approved expenses incurred in the fulfillment of the Rights of Way Project as specified in the PAL and this Master Agreement and for no other purpose.
- (e) The Municipality shall conduct a public involvement program in compliance with the requirements contained in the Connecticut Department of Transportation's "Public Involvement Guidance Manual", as revised, which is made a part of this Master Agreement by reference.
- (f) The Municipality shall permit the DOT and Federal Highway Administration (when there is federal participation in Funding for the Rights of Way Project) to review, at any time, all work Performed under the terms of this Master Agreement.

Master Municipal Agreement for Rights of Way Projects

- (g) The Municipality shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act"), as amended; the regulations promulgated in association therewith at 49 CFR Part 24, and the regulations addressing highway-related issues not covered by the Uniform Act, including 23 CFR Part 710 (collectively, the "Regulations"), as may be revised.
- (h) The Municipality shall comply with the DOT's policies and procedures with respect to Rights of Way Activities summarized in the "Information Guide for Rights of Way Acquisition Activities," Connecticut Department of Transportation (2013), as may be revised ("Information Guide"), and submit to the DOT an acquisition plan ("Plan") in accordance with the then-current Information Guide. The Information Guide is incorporated into this Master Agreement by reference.
- (i) Upon receipt of written approval of the Plan by the DOT and federal authorization for the acquisition, which is required where federal funding is involved in the acquisition, the DOT shall issue a PAL to the Municipality indicating the scope of the Rights of Way Project, the respective obligations of the Parties with respect thereto, and the proportional sharing of costs between the federal government, the State, and/or the Municipality. Upon receipt of Authorization to Proceed Notice from the DOT, the Municipality shall commence the Rights of Way Project.
- (j) Pursuant to §7-148 of the Connecticut General Statutes, the Municipality shall acquire all rights, permanent or temporary, that are required for the Rights of Way Project, including, but not limited to, rights of access by the DOT, the Municipality, and/or contractors or consultants for driveways, grading, and sidewalks located within the construction project limits.
- (k) The Municipality shall certify to the State, in writing, in accordance with the then-current Information Guide, that it has complied with the Uniform Act, as amended, and forward to the State a summary of the acquisition procedure followed.
- (l) Upon completion of its Rights of Way Project, the Municipality shall provide to the DOT all documentation required by the then-current Information Guide.
- (m) In the event property already owned by the Municipality, but not previously designated for transportation purposes, is required in conjunction with the Rights of Way Project, the Municipality responsible for the acquisition as part of the Rights of Way Project shall prepare the appraisal of the Municipally-owned property. Thereafter, the DOT shall provide the Municipality with a credit for the

Master Municipal Agreement for Rights of Way Projects

federal and DOT share of the DOT approved value of Municipally-owned property to be utilized in the Rights of Way Project.

(n) Any property acquired or incorporated into the Rights of Way Project, including any property identified in subsection (m) above, shall be used for transportation purposes only. This provision shall survive this Agreement, the PAL the completion of the Rights of Way Project and the completion of any related construction project.

3.4 DOT-provided Services.

If the Rights of Way Project requires DOT-provided Services, they will be set forth in the PAL and funded in accordance with the proportionate cost sharing for work on the Rights of Way Project as set forth in the PAL. DOT-provided Services may include, but not be limited to, technical assistance in engineering reviews, property map reviews, title search, cost estimate reviews, environmental reviews, public hearing assistance, recording and transcription, contract development, fee review and negotiations, and liaison with other governmental agencies that may be necessary for proper development of the Rights of Way Project, while ensuring satisfactory adherence to DOT and federal requirements. The DOT reserves the right at all times to inspect all aspects of the work related to the Rights of Way Project, and such inspections shall be deemed DOT-provided Services.

3.5 Costs and Reimbursement.

- (a) The Municipality shall expend its own funds to pay for costs related to Administering the Rights of Way Project and then shall seek reimbursement for approved costs from the DOT.
- (b) The Municipality shall seek from the DOT reimbursement for the Municipality's expenditures, which have been approved by the DOT for eligible Rights of Way Project costs. Reimbursement of DOT approved expenditures will be made in the following manner:
 - (1) The Municipality shall submit its request for reimbursement 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. 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, and approved direct cost charges for the staff's Performance of the Rights of Way Project.
 - (2) 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.
 - (3) Cost of Condemnation.

Master Municipal Agreement for Rights of Way Projects

In the event that the Municipality must acquire the property necessary for the completion of the Rights of Way Project by way of eminent domain, and the condemnation results in a claim and payment of a settlement or court judgment, this payment or judgment will be considered an additional cost of the Rights of Way Project to be shared by the State and the Municipality in the same proportion as set forth in the PAL.

(4) All requests for reimbursement shall be made by the date the selected contractor is authorized to proceed with the construction activities ("Notice to Proceed"). The Municipality may submit any requests for reimbursements due to court awards subsequent to the Notice to Proceed date.

(c) The Municipality shall document all expenses it incurs and maintain all records related to the Rights of Way Project costs. Reimbursable municipal costs are limited to reasonable industry costs for necessary activities required for the Right of Way Project as determined by the DOT.

(d) If the Municipality fails to adequately record expenses and maintain all related records for any Rights of Way Project or fails to submit any records to the DOT promptly after being requested to do so, such failure to do so may be deemed a breach by the Municipality, at the DOT's sole discretion, and the DOT may deem certain expenses to be non-eligible costs of the respective Rights of Way 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 Rights of Way 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 Rights of Way Project, nor relieve the Municipality from any liability related to its breach.

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

3.6 Suspension, Postponement, or Termination of a Municipality-Administered Rights of Way Project.

(a) Suspension, Postponement, or Termination by the DOT.

(1) For Convenience. The DOT, at its sole discretion, may suspend, postpone, or

Master Municipal Agreement for Rights of Way Projects

terminate a particular Rights of Way Project and its respective PAL for convenience by giving the Municipality thirty (30) days Official Notice, and such action shall in no event be deemed a breach of the Master Agreement by the DOT.

- (2) For Cause. As a result of the Municipality's failure to Perform the work required on any particular Rights of Way Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may suspend, postpone or terminate the particular Rights of Way Project and its respective PAL 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 failure, to the satisfaction of the DOT, in its sole discretion, within the cure period that the DOT may, in its sole discretion, set forth in such Official Notice. Such Official Notice shall 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.

- (b) Termination by the Municipality, with prior DOT approval.

- (1) The Municipality may request termination of the Rights of Way 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 Rights of Way Projects receiving federal participation in Funding, receipt of written concurrence from the FHWA (or other applicable federal authority) may be required prior to the DOT's approval of the request.
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.

- (c) Funding of Acceptable Work. The DOT, shall reimburse the Municipality upon suspension, postponement, or termination in accordance with subsection (a)(1) or termination in accordance with subsection (b)(1) and may at its sole discretion, reimburse the Municipality upon suspension, postponement, or termination in accordance with subsection (a)(2). In either case, the DOT 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, in accordance with the following:

If in its sole discretion, the DOT or FHWA (or other applicable federal authority), deems any of the work that the Municipality Performed to be unacceptable, then upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return, in whole or in part, to the DOT or FHWA (or other applicable federal authority), the DOT or federal Funding that prior to the effective date of termination was disbursed to the Municipality to fund that unacceptable work.

- (d) If the Municipality terminates the Rights of Way Project without the DOT's prior approval, the Municipality shall incur all costs related to the Rights of Way Project without

Master Municipal Agreement for Rights of Way Projects

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, upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

(e) Termination of a specific Rights of Way Project shall not relieve the Municipality of its responsibilities for the work completed as of the termination date, nor shall it relieve the Municipality or its surety of its obligations concerning any claims arising out of the work Performed on the Rights of Way Project prior to the termination date or any obligations existing under insurance required by the Connecticut General Statutes or by this or any other agreement with the DOT or the Municipality.

Article 4. DOT-Administered Rights of Way Projects. When the DOT is responsible for the Rights of Way Project, the following sections of this Article apply;

4.1 Content of the PAL. The DOT shall issue a PAL to the Municipality which will set forth, at least:

- (a) a statement that the DOT is responsible for the Rights of Way Project;
- (b) the scope of the Rights of Way Project;
- (c) the respective obligations of the Parties with respect to the Rights of Way Project;
- (d) the Funding source(s), the related federal and DOT program information, and the associated funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Rights of Way Project;
- (e) the estimated cost for all work under the Rights of Way Project;
- (f) 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 under the Rights of Way Project; and
- (g) the Project Amount.

4.2 DOT to Perform and Complete the Rights of Way Project.

- (a) The DOT shall use the applicable Funding apportionments to complete the Rights of Way Project and all related activities that the DOT shall Perform under the PAL and pursuant to this Master Agreement.
- (b) The DOT shall acquire all permanent rights that are required for the Rights

Master Municipal Agreement for Rights of Way Projects

of Way Project, including, but not limited to, rights of access.

- (c) The Municipality shall acquire all temporary rights, that are required for the Rights of Way Project, including, but not limited to, driveways, grading, and sidewalks located within the construction project limits.

4.3 Demand Deposit Requirement.

- (a) The DOT shall prepare a cost estimate for the Rights of Way Project and determine the amount of the Demand Deposit due to the State for the Municipality's proportionate share of such costs.
- (b) The Municipality shall provide the Demand Deposit to the DOT prior to the DOT's commencement of the Rights of Way Project. The Parties agree that the PAL is not effective until the Demand Deposit is received by the DOT.
- (c) After receipt of the Demand Deposit, the DOT shall begin to Perform its Rights of Way Project.

4.4 Actual Costs Exceed Estimate.

Upon notification from the DOT that the actual costs of the Rights of Way Project exceed the original cost estimate set forth in the PAL, the DOT shall issue a Revised PAL and the Municipality shall further deposit with the DOT its proportionate share of any such increases in costs within thirty (30) business days from the Municipality's receipt of such notification.

4.5 Cost of Condemnation.

In the event that the DOT must acquire the property necessary for the completion of the Rights of Way Project by way of eminent domain, and the condemnation results in a claim and payment of a settlement or court judgment, this payment or judgment will be considered an additional cost of the Rights of Way Project to be shared by the State and the Municipality in the same proportion as set forth in the Revised PAL.

4.6 Release of Property.

Upon completion of the construction project, as determined by the DOT, all property and property rights acquired by the DOT for the Project shall be released in a quitclaim deed with the designation "for transportation purposes only" to the Municipality in which the property is located.

4.7 Suspension, Postponement, or Termination of a DOT-Administered Rights of Way Project.

- (a) The DOT, upon providing Official Notice, may, in its sole discretion, suspend,

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postpone, or terminate a specific Rights of Way Project, and such action shall in no event be deemed a breach by the DOT.

(b) If the DOT terminates a specific Rights of Way Project, the DOT, may, at its sole discretion, reimburse the Municipality, in whole or in part, for the Demand Deposit paid to the DOT for the Municipality's proportionate share of costs on the Rights of Way Project.

(c) In the case of a Rights of Way Project which received no federal or state government Funding during its design phase, the Municipality shall pay for the costs of any DOT-provided Services Performed prior to termination of the Rights of Way Project, including but not limited to, DOT oversight services for the Rights of Way Project.

(d) If the Municipality terminates the Rights of Way Project without the DOT's prior approval, the Municipality shall incur all costs related to the Rights of Way 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, upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

Article 5. Disbursement of Grant Funds; Conditions of Payment.

5.1 Method of Disbursement.

With respect to each Rights of Way Project undertaken pursuant to this Master Agreement, the DOT shall disburse the Funding to the Municipality according to a method determined at the DOT's sole discretion, and in accordance with any applicable state or federal laws, regulations, and requirements.

5.2 Final Payment.

Final payment will be based on an audit performed by the State using the percentages set forth in the respective PAL of this Master Agreement. The Municipality is also required to Perform an audit in accordance with Article 8 of Schedule B of this Master Agreement.

5.3 Federal Approvals Required.

With respect to PALs that include federal participation in Funding, no PAL issued by the DOT shall be effective until all required federal approvals are received by the DOT for the Rights of Way Project.

5.4 Lack of Timeliness in Municipality Performance.

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If the Municipality fails to timely commence and complete the Rights of Way Project as set forth in the respective PAL 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 Rights of Way Project. Upon receipt of written demand from the DOT, the Municipality shall provide payment for the DOT-provided Services within thirty (30) business days.

Article 6. Records and Audit.

6.1 Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Municipality's and Municipality Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
- (b) The Municipality shall maintain, and shall require each of the Municipality Parties to maintain, accurate and complete Records. The Municipality shall make all of its and the Municipality Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Municipality with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) All audits and inspections shall be at the State's expense.
- (e) The Municipality shall keep and preserve or cause to be kept and preserved all of its and Municipality Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Municipality shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

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(f) The Municipality shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Municipality shall cooperate with an exit conference.

(g) The Municipality shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Municipality Party.

6.2 Retention.

With respect to each Rights of Way Project undertaken under this Master Agreement, the Municipality shall maintain and secure all records for a period of three (3) years after issuance of the final audit or the termination of any litigation related to the Rights of Way Project, 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 7. Additional Mandatory Requirements.

7.1 Mandatory State and Federal Requirements.

With respect to each PAL issued and acknowledged under this Master Agreement, the Municipality shall comply with the "Mandatory State and Federal Requirements," attached at Schedule B, as may be revised from time to time to reflect changes in law. With respect to any agreements that the Municipality enters into in order to fulfill its obligations for a particular Rights of Way Project, the Municipality shall pass down to Municipality Parties the applicable requirements set forth in the "Mandatory State and Federal Requirements".

7.2 Additional Federal Requirements.

With respect to each PAL issued and acknowledged under this Master Agreement that involves the passing of Funds from any agency or office of the federal government, including, but not limited FHWA, the Municipality shall comply with that agency's contracting requirements, directives, and policies that are in place at the time the respective PAL is in effect, except to the extent that the DOT and the respective federal agency may permit otherwise in writing.

7.3 Revisions.

While this Master Agreement and the attached Schedules include applicable State of Connecticut and FHWA requirements that the Municipality must comply with, the Municipality hereby acknowledges that such requirements are subject to revision by the DOT, FHWA, or other authorized federal agency, from time to time during the Term and that by accepting federal or state government Funding under this Master Agreement, the Municipality shall be subject to such revised requirements and changes of law as in effect at any given time and, as a result thereof, shall Perform any additional obligations with respect to the particular Rights of Way Project, throughout the Term of this Master Agreement.

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Article 8. Conflict.

8.1 Conflict.

In case of a conflict between the provisions of any particular PAL, the Master Agreement, the Mandatory State and Federal Requirements, or any specification, guide, manual, policy, document, or other publication referenced in the Master Agreement, the provision containing additional details or more stringent requirements will control. In case of the Municipality's inability 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.

8.2 Revisions to Manuals.

With respect to any 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 Rights of Way Project the Municipality shall 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 Rights of Way Project.

Article 9. Review of Municipality's Activities.

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

Article 10. Term and Termination of the Master Agreement.

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

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

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10.3 Termination for Cause.

As a result of the Municipality's breach of the Master Agreement or a particular PAL or the failure of the Municipality to Perform the work required on any particular Rights of Way 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.

10.4 Effect on In-progress PALs.

(a) Upon expiration of the Term or the DOT's earlier termination for convenience of the Master Agreement, any issued PAL for a Rights of Way 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 Rights of Way 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 3.6.

(b) 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 shall complete Performance of such in-progress PAL(s) through completion and final acceptance by the DOT of the respective Rights of Way Project in compliance with all applicable terms and conditions of the PAL and this Master Agreement.

Article 11. Official Notice.

Any Official Notice from one Party to the other Party, in order for such notice to be binding thereon, shall:

11.1 Be in writing (as a printed hard copy or electronic or facsimile copy) addressed to:

(a) When the DOT is to receive Official Notice:

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

(b) When the Municipality is to receive Official Notice:

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Mayor
City of Norwalk
City Hall
125 East Avenue
Norwalk, Connecticut 06856

11.2 Be delivered to the address recited herein in person, by facsimile or by electronic transmission, with acknowledgement of receipt, or be mailed by United States Postal Service with return receipt requested by mail, electronic means, or any other methods of receiving the return receipt as identified by the Mailing Standards of the U.S. Postal Service, as may be revised; and

11.3 Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

Article 12. Indemnification.

The Municipality shall:

- (a) Indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Master Agreement, including the acts of commission or omission (collectively, the "Acts") of the Municipality or Municipality Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Master Agreement. The Municipality shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The 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.

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(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 (or self-insurance) to satisfy its obligations under this Master Agreement. The Municipality shall name the State as an additional insured on the policy. The State 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 13 Sovereign Immunity.

13.1 No Waiver of the State's Immunities.

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.

13.2 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 14 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. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the DOT, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Municipality waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding. Nothing contained in the terms or provisions of this Master Agreement shall be construed as waiving any of the rights of

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the DOT under the laws of the State of Connecticut. Nothing contained in this Master Agreement shall be construed as an agreement by the DOT to directly or indirectly obligate the DOT to creditors or employees of the Municipality or to the Municipality's Parties.

Article 15 Amendment.

This Master Agreement may be amended by mutual written agreement signed by the authorized representative of each Party and approved by the Attorney General of the State of Connecticut, and upon receipt of any additional approvals required by law.

Article 16 Severability.

If any provision of this Master Agreement or application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Master Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Master Agreement are severable.

Article 17 Waiver.

The failure on the part of the DOT to enforce any covenant or provision herein contained does not waive the DOT's right to enforce such covenant or provision, unless set forth in writing. The waiver by the DOT of any right under this Master Agreement or any PAL, unless in writing, shall not discharge or invalidate such covenant or provision or affect the right of the DOT to enforce the same.

Article 18 Remedies are nonexclusive.

No right, power, remedy or privilege of the DOT shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all of said rights, powers, remedies or privileges shall be deemed cumulative and additional and not in lieu or exclusive of any other right, power, remedy or privilege available to the DOT at law or in equity.

Article 19. Municipally-owned Property.

In the event property already owned by the Municipality, but not previously designated for transportation purposes, is required in conjunction with the Rights of Way Project, the Party responsible for the acquisition as part of the Rights of Way Project shall prepare the appraisal of the Municipally-owned property. Thereafter, the DOT shall provide the Municipality with a credit for the federal and DOT share of the DOT approved value of Municipally-owned property to be utilized in the Rights of Way Project. Said properties shall be used for transportation purposes only. This provision will survive the Agreement, the PAL, the completion of the Rights of Way Project and the completion of any related construction project.

Article 20 Entire Agreement.

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This Master Agreement, when fully executed and approved as indicated, constitutes the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either Party hereto unless in writing signed by both Parties hereto. The Parties have executed this Master Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

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 _____

Harry W. Rilling
Mayor

Date: _____

Schedule A
PAL Template

Dear [Addressed to Designated Municipal Official]:

Subject: Project Authorization Letter
For the [Project Description] (Rights of Way Project)

State Project No.
Federal Project No.
Master Agreement No.

On [date] the State of Connecticut, Department of Transportation (DOT) and the [City/Town] of [NAME OF CITY/TOWN] (Municipality) entered into the Master Municipal Agreement for Rights of Way Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The [DOT/Municipality] is responsible for the Administration of the Rights of Way Project.

The Rights of Way Project is to provide [ENTER DESCRIPTION].

The Rights of Way Project is expected to commence on or after _____ and be completed by _____, subject to delays which may be caused by circumstances beyond the control of the DOT or the City/Town.

Funding for the Rights of Way Project is provided under [Identify the Federal and or State program and associated funding ratio between F/S/T] and payment will be on a reimbursement basis. The maximum reimbursement to the Municipality under this PAL is \$[ENTER AMOUNT] dollars. In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. Costs contained in this PAL shall not be exceeded without first obtaining written permission from the DOT.

The Municipality shall provide a statement that any property acquired or incorporated into the Rights of Way Project shall be used for transportation purposes only and that such provision shall survive the PAL, this Agreement, the completion of the Rights of Way Project and the completion of any related construction project.

The issuance of the PAL itself is not an authorization for the Municipality to begin performing work with respect to the Rights of Way Project. The Municipality may advance or begin work on the Rights of Way Project only after it has received from the DOT an Authorization to Award Notice.

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Please indicate your concurrence with the PAL by signing below on or before [redacted] and returning a copy to the DOT's Authorized Representative. The signature of the Designated Municipal Official evidences the Municipality's concurrence with the PAL and constitutes the 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 Rights of Way 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

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PAL ATTACHMENT
STATE PROJECT NO. XXX
FEDERAL PROJECT NO. XXXX
ESTIMATED RIGHTS OF WAY COSTS

(NOTE: Depending on the federal program the cost sharing between the parties will vary and this attachment will be adjusted accordingly by the initiating unit.)

Schedule B

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 C.
3. **Suspension or Debarment.** The Municipality shall not allow suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors to 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

Master Municipal Agreement for Rights of Way Projects

(iv) Has not, within a five-year period preceding this Master Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

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

C. The Municipality shall insure that the following certification be included in each subcontract agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

(i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

5. **Title VI Contractor Assurances.** As a condition to receiving federal financial assistance, if any, under the Master Agreement, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§2000d -2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Contractor Assurances", attached hereto at Schedule D, all of which are hereby made a part of this Master Agreement.

6. **Certification for Federal-Aid Contracts** (Applicable to contracts exceeding \$100,000):

A. The Municipality certifies, by signing and submitting this Master Agreement, to the best of his/her/its knowledge and belief, that:

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

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit a Disclosure of Lobbying Activities form (Form SF-

Master Municipal Agreement for Rights of Way Projects

LLL) available at the Office of Budget and Management's website at <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 with Disabilities Act of 1990.** This clause applies to municipalities who are or will be responsible for compliance with the terms of the Americans with 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

Master Municipal Agreement for Rights of Way Projects

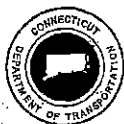
Reports") must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable.

The Municipality shall require that the workpapers and reports of an independent Certified Public Accountant ("CPA") be maintained for a minimum of five (5) years from the date of the Audit Reports.

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

9. When the Municipality receives State or Federal funds it shall incorporate the "Connecticut Required Specific Equal Employment Opportunity Responsibilities" ("SEEOR"), dated 2010, attached at Schedule E, as may be revised, as a material term of any contracts/agreements it enters into with Municipality Parties and shall require the Municipality Parties to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any contracts/agreements with Municipality Parties and require that the Municipality Parties attach the SEEOR to its subcontracts.



CONNECTICUT DEPARTMENT OF TRANSPORTATION POLICY STATEMENT

POLICY NO. F&A-10

June 1, 2007

SUBJECT: Code of Ethics Policy

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

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

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

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

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

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

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

To contact the Office of State Ethics:

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

Enforcement

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

Prohibited Activities

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

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

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

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

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

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

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of

the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
 - **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - **Prohibited Representation:** DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any

bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

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

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

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

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

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

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

Training for DOT Employees

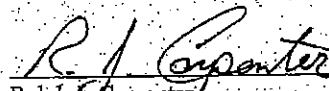
A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training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

Important Ethics Reference Materials

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

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

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


Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

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

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

Schedule D

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.

Schedule E

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 E

group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract Compliance.

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

4. Records and Reports:

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

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

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

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



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

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

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

CC: Lisa Burns, P.E. - Principal Engineer
Drew Berndlmaier, P.E. - Senior Civil Engineer

REF: Public Works Committee Agenda Item - Project PM2015-1
Pavement Management Program

DATE: September 29, 2016

I would like to request that the following item be included on the agenda for the October 6, 2016 Public Works Committee meeting.

- 1.) Authorize the Director of Public Works, to execute Change Orders with Deering Construction, Inc. for Project PM2015-1 Pavement Management Program, for a sum not to exceed \$390,000.00.

Account Nos. 0916 5010 5777 C0516
0917 5010 5777 C0516

The Board of Education had requested the Department of Public Works to pave the parking lots at Norwalk High School and Cranbury Elementary School through the PM2015-1 Pavement Management Program contract.

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

The Department of Transportation
Bureau of Engineering and Construction
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546

TO WHOM IT MAY CONCERN:

In reference to the property owned by the undersigned at 1 Monroe Street, Norwalk, Connecticut, I (We), the undersigned, do hereby grant permission to the Department of Transportation, Bureau of Engineering and Highway Operations, its contractors or agents, to enter upon said premises for the purpose of proceeding with the construction of the project in accordance with the plans outlined and described to me (us), subject to continued negotiations for the purchase of the TEMPORARY ACCESS EASEMENT/CONSTRUCTION EASEMENT.

This permission is given without prejudice to my (our) right under the law covering damages for the acquisition of the TEMPORARY ACCESS/CONSTRUCTION EASEMENT and the right of the State of Connecticut to formally acquire the TEMPORARY ACCESS/CONSTRUCTION EASEMENT by eminent domain in the event of failure to conclude an amicable agreement for the purchase of the TEMPORARY ACCESS/CONSTRUCTION EASEMENT and my (our) right to appeal the damages.

Very truly yours,

DATE: _____

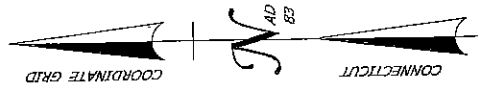
PROJECT NO. 301-072

SERIAL NO. 8A

CITY OF NORWALK

CONSTRUCTION EASEMENT FOR THE PURPOSE OF PROVIDING INGRESS AND EGRESS FROM SOUTH MAIN STREET TO THE CONSTRUCTION SITE OVER EXISTING DRIVE DURING THE REPLACEMENT OF 6TH WAYSIDE SUBSTATION ACQUIRED. SAID EASEMENT IS LIMITED TO TRAVEL ONLY AND IS NOT TO BE USED FOR STORAGE OF MATERIALS OR EQUIPMENT NOR IMPEDE THE USE OF THE PRIVATE DRIVEWAY. CONSTRUCTION EASEMENT TAKEN UNDER THIS PARAGRAPH SHALL BE RESTORED BY RESURFACING ANY DISTURBED AREAS. SAID EASEMENT WILL BE EXTINGUISHED WHEN NO LONGER REQUIRED.
EASEMENT AREA No. 2 = 4,778 ± SQ. FT.

CONSTRUCTION EASEMENT FOR THE PURPOSE OF CONSTRUCTING A RAMP TO AID IN THE REPLACEMENT OF 6TH WAYSIDE SUBSTATION IN THE NEW HAVEN RAILROAD MAIN LINE ACQUIRED. CONSTRUCTION EASEMENT TAKEN UNDER THIS PARAGRAPH WILL BE RESTORED BY LANDSCAPING, ESTABLISHING TURF, AND RESURFACING ANY DISTURBED AREAS. SAID EASEMENT WILL BE EXTINGUISHED WHEN NO LONGER REQUIRED.
EASEMENT AREA No. 1 = 5,180 ± SQ. FT.



STATE OF CONNECTICUT RAILROAD (METRO NORTH COMMUTER RAILROAD OPERATOR)

N/F TR. SONO PARTNERS LLC

PRESENT SOUTH MAIN STREET

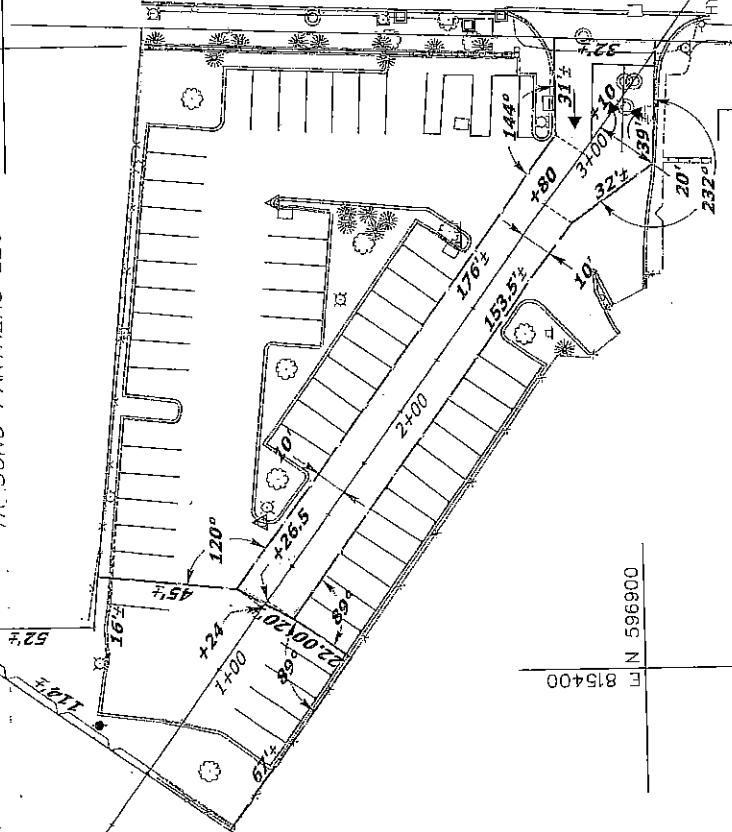
597100

596900

ROW BASELINE
BEGIN STA. 0+00
N 597093.000
E 815321.000

N 596900
E 815400

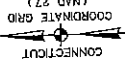
ROW BASELINE
END STA. 4+00
N 596851.886
E 815844.607



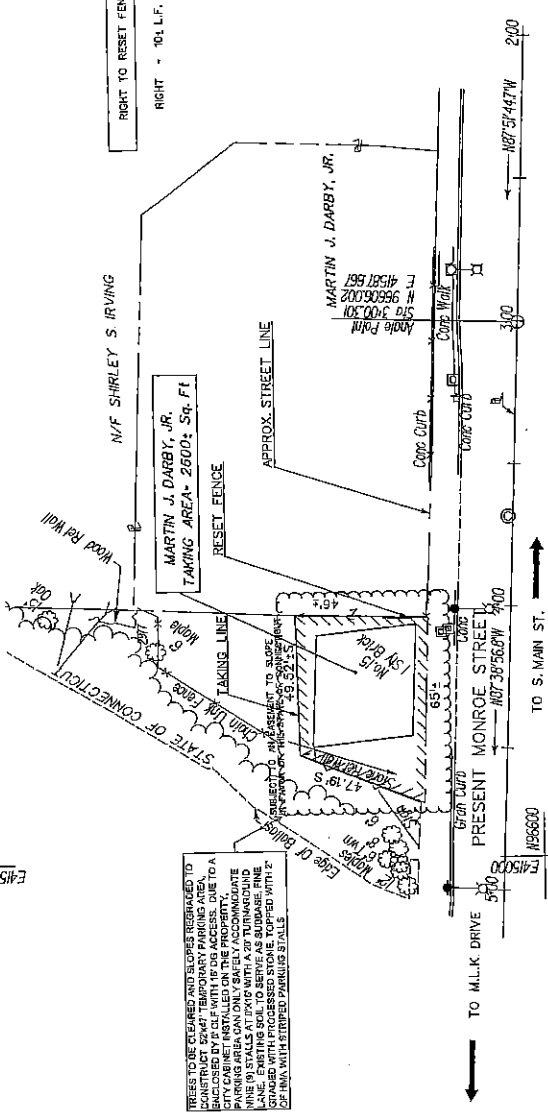
**Replacement of Wayside Electric Traction Substations
On the New Haven Line
Connecticut Department of Transportation Project No. 0301-0072**

**Temporary Construction/Access Easement from the City of Norwalk
South Norwalk, Site 6 (Substation 524)**

The Connecticut Department of Transportation (Department) is replacing the existing wayside electric traction substation at South Norwalk (Sub524) with a new substation. As a part of the project, six new catenary structures will be installed on the south side of the railroad right-of-way for the connection to the existing trolley and feeder circuits. The installation work of the new catenary structures include auguring for the new caissons, setting steel cages in the caissons, pouring concrete in the caissons, erecting steel poles, running the steel truss and cross-track feeders over the four tracks, and burying the new ground grid system around the new catenary structures. The original construction method called for high-rail mounted equipment to be placed on Track 4. However, the night work time frame allowed by Metro-North to perform the work presents a constructability issue. The Department also requested that Metro-North provide a Track 4 outage for three months or an extended railroad and power outage per night to perform the work. These requests were denied by the Metro-North Operations Department. The temporary construction easement through the City of Norwalk's owned property would allow the Department to perform the work.



E#45000



TREES TO BE CLEARED AND SLOPES REGRADDED TO CONSTRUCT 20'x40' TEMPORARY PARKING AREA. CITY CABINET INSTALLED ON THE PROPERTY. PARKING AREA CAN ONLY SAFELY ACCOMMODATE ONE IN-WALK CAR TO BE PARKED. THE PARKING AREA WILL BE STAGED WITH PROCESSED STONE, TOPPED WITH 2" OF HMA WITH STRIPPED PARKING STALLS.

- REFERENCES:
1. GENERAL LOCATION SURVEY PROVIDED BY CT DOT DIST. 111 GRAPHICS FILE NAME: 102ERR2.GRN AS REVISED ON 4-2-96
 2. TITLE SEARCH PROVIDED BY CT DOT OFFICE OF RIGHTS OF WAY TITLES DIVISION.

NOTES:

THIS SURVEY AND MAP HAVE BEEN PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONNECTICUT GENERAL STATUTES, SECTIONS 20-300-1 THROUGH 20-300-20, AND THE MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT, AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS INC. IN 1981. THE PURPOSE OF THIS SURVEY IS TO DETERMINE THE EXACT LOCATION OF THE PROPERTY LINES AND TO DEPICT THE LIMITS OF THE PROPERTY. THIS SURVEY IS INTENDED TO DEPICT THE LIMITS OF THE PROPERTY. IT CONFORMS TO CLASS D HORIZONTAL ACCURACY.

THE FEATURES DEPICTED HEREON ARE THE RESULT OF THE GENERAL LOCATION SURVEY FOR THIS PROJECT.

THE PROPERTY LINES DEPICTED HAVE BEEN COMPILED FROM VARIOUS SOURCES AND ARE NOT TO BE CONSIDERED AS EVIDENCE AS THE RESULT OF A FIELD SURVEY, NOR DO THEY REPRESENT A PROPERTY/BOUNDARY OPINION.

COORDINATES ARE BASED UPON THE CONNECTICUT COORDINATE SYSTEM (NAD 27).

SCALE IN FEET
0 10 20 30 40 50

COMPILATION PLAN
FEDERAL AID PROJECT NO. STPO-3722(12)

TOWN OF NORWALK
MAP SHOWING LAND ACQUIRED FROM
MARTIN J. DARBY, JR.

BY
THE STATE OF CONNECTICUT
RECONSTRUCTION OF METRO-NORTH RAILROAD BRIDGE
OVER MONROE STREET

SCALE: 1"=60'
JAMES F. BIRNIS, JR., P.E. - TRANSPORTATION OFFICE ENGINEER
BUREAU OF ENGINEERING AND PLANNING OPERATIONS
JULY, 2000

THIS MAP AND ALL INFORMATION HEREON IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

Robert J. Birnis, Jr.
JOHN R. BIRNIS, JR., P.E.
REGISTERED PROFESSIONAL ENGINEER
STATE OF CONNECTICUT
EXPIRATION DATE 12/31/01

TOWN NO. 102
PROJECT NO. 102-218
SERIAL NO. 2
SHEET NO. 1 OF 1

DATE	BY	DATE	BY
2-4-2000	R.J.B.	2-4-2000	R.J.B.
7-2000	R.J.B.	7-2000	R.J.B.

DATE	REVISION	REVISION
2-4-2000	REVISION TO SUPPLEMENT BECAUSE PARTIAL TAKE	R.J.B.
7-2000	MISCELLANEOUS TEXT ADDED	R.J.B.

Sotnik, Paul

From: Bovilsky, Adam
Sent: Tuesday, September 13, 2016 1:59 PM
To: Sotnik, Paul
Cc: Chimento, Bruce J.
Subject: RE: Sale of Excess City-Owned Property - 1 Bates Court (Tax Lot 2-53-5-0)

Dear Paul,

As we just discussed, my Department does not have any direct interest in the land that is being considered for transfer to MRA. However, a 501c-3 non-profit agency (the New Day Center of Norwalk, aka NDCON), that was originally a spin-off from a Norwalk Human Relations Commission project, has been interested in a project on the adjacent land. They look out for the interests of the day laborers who wait for work on the Lowe Street bridge. For many years, the men who wait for work have not had access to a bathroom and sadly often go down to the railroad tracks to relieve themselves. This practice is neither sanitary nor safe. NDCON would like to see the City maintain portable toilets on the premises. The land on the corner adjacent to the property being considered for transfer may be perfect for this purpose. After the transfer I would hate to find that we no longer have room for the toilets. I would also hate to see MRA object to placing the port-a-johns there, next to their newly purchased land. Can we confirm that there will still be enough room in case we want to proceed with the toilet project? If there is enough room, can we include something in the transfer where they promise not to object or at least are officially put on notice? It might be crazy, but perhaps they might even agree to maintain them (I know that might be a bit beyond reasonable)?

-Adam

Adam D. Bovilsky
Director
Human Relations and Fair Rent Department



City of Norwalk
125 East Avenue, Room 125
Norwalk, CT 06856-5125
203-854-7989
abovilsky@norwalkct.org

From: Sotnik, Paul

Sent: Tuesday, September 13, 2016 12:05 PM

To: Moccia, Mike; Hughes, Ken; Wrinn, Michael; Cherichetti, Alexis; Reilly, Lawrence; Kulhawik, Thomas; Ireland, Bill; Callahan, Timothy; Stewart, Michael; O'Brien, William; Biagiarelli, Lisa; Palumbo, Al; King, Donna; Asmani, Lunda; Barron, Robert; Bovilsky, Adam; Bradley, Christine; Callahan, Timothy; Cherichetti, Alexis; Coppola, Mario; Del Vecchio, Karen; DeLuca, Michele; Gatto, Gino; Gilden, Frederic; Hall, Kristin; Ireland, Bill; Law, Curtis; Lyons, Karen; McQuaid, Richard; Morton, Kimberlee; Pytleski, Katherine; Schlosser, John; Sgobbo, Mike; Sheehan, Timothy; Stocker, Elizabeth L.; Walenczyk, David; Wells, Stuart; Beltz-Jacobson, Diane

Cc: Burns, Lisa; Chimento, Bruce J.; Lo, Alan

Subject: Sale of Excess City-Owned Property - 1 Bates Court (Tax Lot 2-53-5-0)

Department Head or Assistant Department Head:

The City through the Department of Public Works has received a request from Metropolitan Realty Associates, LLC to purchase an excess City-Owned property located at 1 Bates Court (Tax Lot 2-53-5-0).

is on the northeast corner of the intersection of Dr. Martin Luther King, Jr. Drive and Lowe Street. The parcel is highlighted in the attached map.

I would like to request your input to determine if the parcel would be of any use to your Department and to determine any restrictions that should be imposed on the sale of the parcel that would be in the best interest of the City and specifically, your Department. At this time the Department of Public Works has requested that the parcel property lines be configured so that existing City and Utility Company infrastructure are within the City Right-of-Way so that no easements would be required from the new owner. The attached map indicates the proposed parcel configuration.

If I have not received any comments from you by 4:30 P.M. on Wednesday, September 15, 2016, I will proceed with the advertisement for the Public Hearing for the sale of the property.

The Public Hearing to consider the sale of the excess City-Owned property will be conducted by the Public Works Committee of the Common Council and will be scheduled for Tuesday, October 4, 2016 at 7:15 P.M. in Room 231, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

Thank You,

Paul

Paul Sotnik, P.E.
Senior Civil Engineer



City of Norwalk - Department of Public Works
125 East Avenue
Norwalk, CT 06856-5125
Telephone: (203) 854-7891
Fax: (203) 857-0143
E-Mail: psotnik@norwalkct.org



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

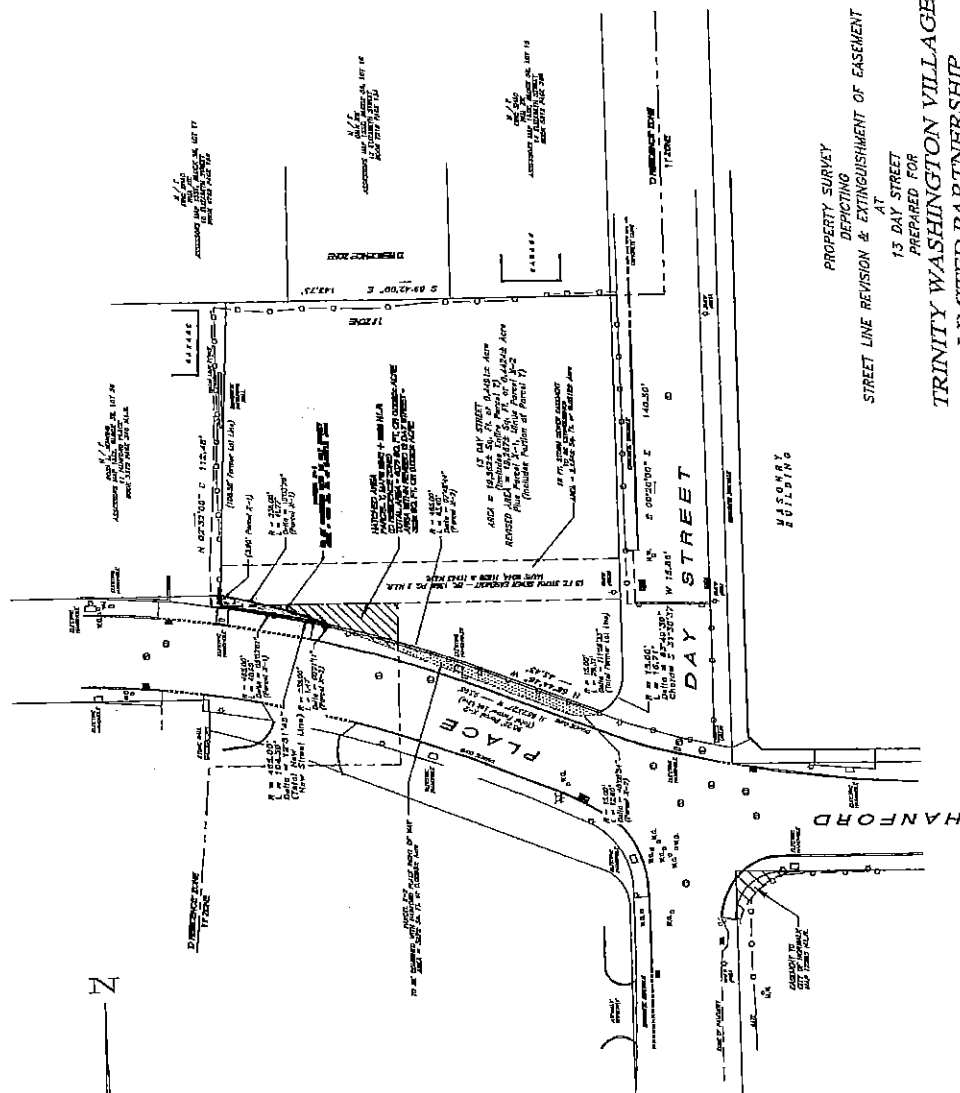
TO: Bruce J. Chimento, P.E. - Director of Public Works
FROM: Paul L. Sotnik, P.E. - Senior Civil Engineer
CC: Lisa Burns, P.E. - Principal Engineer
REF: Items To Be Included On October 4, 2016 Public Works Committee Agenda
DATE: October 4, 2016

I have one item that Lisa and I are requesting to have included on the agenda for the October 4, 2016 Public Works Committee meeting. I have listed the item below.

1.) APPROVAL/AUTHORIZATION

Schedule a Public Hearing of Necessity for the abandonment/discontinuance of a portion of Hanford Place along the northern boundary of the Hanford Place Right-Of-Way at 13 Day Street (Tax Lot 2-58-46-0) as depicted on a map on file in the Department of Public Works dated September 12, 2016. 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, November 1, 2016 at 7:00 P.M. in Room 231, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

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

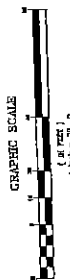


PROPERTY SURVEY
DEFECTING
STREET LINE REVISION & EXTINGUISHMENT OF EASEMENT
AT
13 DAY STREET
PREPARED FOR
TRINITY WASHINGTON VILLAGE
LIMITED PARTNERSHIP

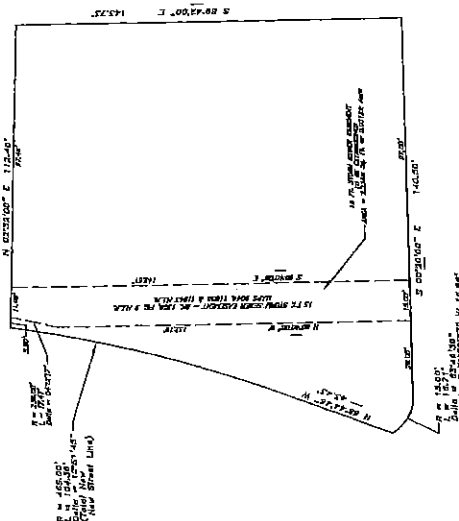
TO MY KNOWLEDGE AND BELIEF, THIS MAP IS
 CORRECTLY & COMPLETELY AS NOTED HEREON.

ADMINISTRATIVE AND FINANCIAL RECORDS

LECTING DIRECTOR OF PLANNING AND STATING



DETAIL / DESCRIPTION OF EASEMENT TO BE EXTINGUISHED



VII. G

Personnel Committee - Special Meeting
October 4, 2016

During the Special Meeting of the Personnel Committee that was held on October 4, 2016, it was voted to amend Section G of the Pay Plan for Non-Union, Appointed and Elected Officials in the following manner:

From:

G. Elected Officials: The salary for elected officials and certain appointed official shall be as follows:

Mayor	Midpoint of Director of Finance
Town Clerk	Minimum of Grants Coordinator
Registrar of Voters	Minimum of Executive Assistant

As changes in the ranges are made, the above salaries will be adjusted accordingly. Changes in the salaries for elected officials shall be effective December 31st, of the year they are elected or reelected.

To:

G. Elected Officials: The salary for elected officials and certain appointed official shall be as follows:

Mayor	Midpoint of Director of Finance
Town Clerk	Minimum of Grants Coordinator
Registrar of Voters	At the 10 th Percentile of the Salary Range for Executive Assistant

As changes in the ranges are made, the above salaries will be adjusted accordingly. Changes in the salaries for elected officials shall be effective December 31st, of the year they are elected or reelected.

Effect of the change in the Ordinance Pay Plan proposed by the Personnel Committee on October 4, 2016:

Annual Salary for Registrar of Voters Effective 12/31/2016:

Range for Executive Assistant Effective 7/1/2016: \$54,675 to \$78,975
10th Percentile of the range is \$57,105

Annual Salary for Registrar of Voters Effective 12/31/2018:

Range for Executive Assistant Effective 7/1/2017: \$56,315 to \$81,344
10th Percentile of the range is \$58,818

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
5:00 PM EST**

**OCTOBER 11, 2016
COUNCIL CHAMBERS**

ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

*****SPECIAL MEETING*****

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting:

September 13, 2016

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

Vincent R. Hough, Oak Hills Park Authority

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

1. Appointment of Brian Candela as Assistant Corporation Counsel.

EXECUTIVE SESSION

2. Authorize the Corporation Counsel to retain the law firm of Halloran & Sage LLP to provide legal counsel to the City regarding issues pertaining to the CT Department of Transportation's plans to reconstruct the Walk Bridge and ancillary issues.

EXECUTIVE SESSION

B. CONSENT CALENDAR

VI. REPORTS: DEPARTMENTS, BOARD AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. FINANCE COMMITTEE

1. Accept and Approve the Report of the Claims Committee Dated:
August 10, 2016
September 15, 2016
2. For informational purposes only: Narrative on Tax Collections dated September 8, 2016.
3. For informational purposes only: Monthly Tax Collector's Report Dated:
July 31, 2016
August 31, 2016

B. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling to enter into an agreement with Norwalk Hospital Foundation for a Walk & Run to be held Saturday, April 29, 2017 from 6:00 AM – 12:00 Noon. Estimated attendance 2,000.
- 1b. Approve the use of the Show Mobile by the Norwalk Hospital Foundation for the Walk & Run to be held Saturday, April 29, 2017.
2. Authorize the Mayor, Harry W. Rilling to enter into an agreement with the Silvermine PTO for the use of Silvermine School grounds for a Fall Festival to be held Saturday, October 22, 2016 from 11:00 AM – 3:00 PM. Set up to take place Saturday, October 22, 2016 with tear down no later than 5:00 PM on Saturday, October 22, 2016. Estimated attendance 150+.
3. Approve the use of the Cranbury Park Pavilion I and immediate surrounding grounds by NAA Babe Ruth Girls Softball for an end of season picnic to be held Saturday, June 17, 2017 from 8:00 AM – 5:30 PM. Estimated attendance 250.
4. Approve the use of the Shea McGrath Sports Complex at Norwalk High School for MBI Marching Band Inc. for their U.S. Bands Home Show to be held Saturday, October 15, 2016 from 7:00 AM – 10:00 PM. Estimated attendance 1,500.
5. Approve the use of the Shea McGrath Sports Complex at Norwalk High School for the Mac Championship to be held Saturday, October 22, 2016 from 7:00 AM – 10:00 PM. Estimated attendance 1,500.
6. Authorize the Purchasing Director to issue a purchase order to Stantec Consulting Service Inc. for construction administration for Turf Field Conversion at Brien McMahon High School for an amount not to exceed \$18,500.00. Account #09176030-5777-C0568.

C. HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE

1. Authorize Combined Dispatch (NPD) to enter a contract with the low bidder A&R Electric Company to purchase and install a standby generator and connect it to a gas line currently at West Rocks Middle School for an amount not to exceed \$34,500. Account Number: 09153610-5777-C0517

D. PLANNING COMMITTEE

1. Approve the Financial Assistance Proposal for Waypointe Development – Phase II with DECD for public infrastructure improvements for a total cost of \$3,000,000.
2. Authorize the Mayor, Harry Rilling, to execute the Financial Assistance Proposal and all documents necessary to fully execute an Assistance Agreement with DECD for public infrastructure improvements for a total cost of \$3,000,000.

E. LAND USE AND BUILDING MANAGEMENT COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Scholar Painting, LLC for the Belden Main Library Exterior Wood Façade Restoration Project for a total not to exceed \$43,320.00. Funds are available from account #'s 0915 7100 5777 C0543 and 0916 7100 5777 C0133.
- 1b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$8,000.00.

F. PUBLIC WORKS COMMITTEE

1. Approve the discontinuance and abandonment of a portion of Bates Court as depicted on a map on file in the Department of Public Works for a fee of \$14,400.00 subject to a General Utility Easement.
2. Authorize the Mayor, Harry W. Rilling, to execute any and all necessary or desired documents in connection with the finalization of the discontinuance and release of the City's interests in the discontinued roadway, including a general release to release any interests that the City may have in the property comprising the abandoned portion of Bates Court as depicted on a map on file in the Department of Public Works for a fee of \$14,400.00.
3. RESOLVED that the Honorable Mayor Harry W. Rilling is hereby authorized to sign the Agreement entitled "Master Municipal Agreement for Right-of-Way Projects" with the State of Connecticut in accordance with letter dated June 27, 2014.
4. Authorize the Director of Public Works to execute Change Orders with Deering Construction, Inc. for Project PM2015-1 Pavement Management Program, for a sum not to exceed \$390,000.00

Account Numbers: 0916 5010 5777 C0516 Board of Education Account
0917 5010 5777 C0516 Board of Education Account

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
5:00 PM EST**

**OCTOBER 11, 2016
COUNCIL CHAMBERS**

5. Authorize the Mayor to execute a Temporary Access Easement/Construction Easement at 1 Monroe Street with the State of Connecticut Department of Transportation for State Project #301-072 in accordance with the map on file with the City of Norwalk Department of Public Works subject to construction of an approximate 10-space parking lot at an adjoining location at no cost to the City of Norwalk.
6. Authorize the Mayor, Harry W. Rilling, to execute any and all necessary or desired documents in connection with the finalization of the discontinuance and release of the City's interests in the existing 15 foot Storm Sewer Easement located on 13 Day Street (Tax Lot 2-58-46-0) as depicted on a map on file in the Department of Public Works dated September 12, 2016, including a general release to release any interests that the City may have in the Easement.
7. Schedule a Public Hearing of Necessity for the abandonment/discontinuance of a portion of Hanford Place along the northern boundary of the Hanford Place Right-Of-Way at 13 Day Street (Tax Lot 2-58-46-0) as depicted on a map on file in the Department of Public Works dated September 12, 2016. 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, November 1, 2016 at 7:00 P.M. in Room 231, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

G. PERSONNEL COMMITTEE

1. Approve modification to Section G of the Pay Plan which will affect the salary of Registrar of Voters.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

OAK HILLS PARK AUTHORITY

M/C

Nwlk. Code 73-2

VINCENT R. HOUGH (D)

Term Expires – 06/24/2018

237 West Norwalk Road

Norwalk, CT 06850

**ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO
APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND
OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS
ARE SUBJECT TO THE AVAILABILITY OF FUNDS**

Mayor Rilling called the meeting to order at 7:37 p.m. and led those present in reciting the Pledge of Allegiance.

Ms. King, the City Clerk, read the notice stating that the meeting was being videotaped and audio recorded for public broadcast. She also stated that assisted listening devices were available.

I. ROLL CALL

Ms. King called the roll.

Council at Large: Mr. Richard Bonenfant

Mr. Bruce Kimmel, Council
President

District A: Ms. Eloisa Melendez
District B: Ms. Phaedrel Bowman
District C: Mr. John Kydes
District D: Ms. Shannon O'Toole-Giandurco
District E: Mr. John Igneri

Mr. Steven Serasis
Mr. Travis Simms
Ms. Michelle Maggio
Mr. Thomas Livingston

There was a quorum of eleven (11) present and four (4) absent (Corsello, DePalma, Hempstead, and Sacchinelli).

II. ACCEPTANCE OF MINUTES

Regular Meeting:

August 23, 2016

**** MR. SIMMS MOVED TO APPROVE THE MINUTES OF THE AUGUST 23, 2016 REGULAR MEETING.**

**** THE MOTION TO APPROVE THE MINUTES OF THE AUGUST 23, 2016 REGULAR MEETING AS SUBMITTED PASSED UNANIMOUSLY.**

III. PUBLIC PARTICIPATION

Mayor Rilling said that there had been an expectation that the Treetop Adventure at Cranbury Park issue would be included on the agenda. He went on to explain that after much discussion among the Council members, an administrative decision had been made to remove the item from the agenda. Mr. Simms said the Council had heard the public's concerns and the Committee members came to the conclusion that it was not in the best interest of the residents. The item will be sent back to the Recreation and Parks Committee. He said that the Recreation and Parks Committee would not be voting on the item, so it would die in Committee.

Ms. Debora Goldstein, of Osborne Avenue, came forward. Ms. Goldstein said that she was present to speak about Agenda Item 9, which had been postponed to a specific date by Mr. Simms. This item was tabled to the September 13th meeting in the March 22nd meeting minutes. She said that Mr. Simms did not move to send this item back to Committee. Mason's Rules does not allow for an item to be just sent back to Committee to die without further action.

Regarding the authorization of the Master Municipal Agreement for Preliminary Engineering Projects, Ms. Goldstein said that there were a number of ConnDOT projects that will be affecting Norwalk in the years to come. She would request that the Council to review the contract carefully to preserve whatever rights the Council still has for the residents. In the past, the Council has been reluctant to join other groups due to their concerns about losing sovereignty and ability to govern. The proposed agreement will sign away many of those same powers for the next ten years.

She urged the Council to review Article 7 that has to do with the design standards in the various engineering publications and suggested that the language be amended to include a clause reading "providing that the municipality shall have the right to request the exercise for any discretionary exception procedure outlined in the engineering publications, approval of which shall not be reasonable withheld by the DOT."

She also suggested that the Council carefully review the conflicts in Article 20 whereby the DOT determines the sole discretion to use the strictest standard when there is a conflict any of the paperwork or any of the manuals. She urged the Council to consider proposing a mutual negotiation of the acceptable standards in that case, not to be unreasonable withheld on either side.

There has been a great deal of conflict over these proposals and the residents have asked the Council to stand up for them over a variety of issues in the engineering contracts. She said that frequently, the Council finds its hands tied because they will lose the money because the Council or the administration does not have the authority in the issue. Ms. Goldstein cautioned the Council about signing away their authority over the contract for the next ten years without trying to preserve the power they have.

Mayor Rilling asked if there was anyone else who wished to address the Council on any matters on the agenda. Seeing none, he then closed the Public Participation portion of the meeting.

IV. MAYOR:

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

City of Norwalk
Common Council
Regular Meeting
September 13, 2016

APPOINTMENTS:

Joseph K. Passero, Zoning Commission, Regular
R. Richard Roina, Zoning Commission, Alternate

Joseph K. Passero

**** MS. O'TOOLE-GIANDURCO MOVED TO APPROVE THE APPOINTMENT OF MR. JOSEPH K. PASSERO, TO THE POSITION OF ZONING COMMISSION, REGULAR.**

Mr. Bonenfant said he could not support either appointments because neither of the candidates resides in District A. It is nothing personal. He said that he had submitted two names from District A and both of those had been shot down. The residents of District A should be upset that they have no representative on the Zoning Commission.

Mr. Serasis said that he would be abstaining from the vote and that he would be echoing Mr. Bonenfant and that he would like to see someone who was from the urban core. He mentioned a number of high density projects that are planned for the downtown area. . He said that he had no problems with the individuals but wanted the record to show why he was abstaining.

**** THE MOTION TO APPROVE THE APPOINTMENT OF MR. JOSEPH K. PASSERO, TO THE POSITION OF ZONING COMMISSION, REGULAR PASSED WITH NINE (9) IN FAVOR (KIMMEL, MELENDEZ, BOWMAN, SIMMS, KYDES, MAGGIO, O'TOOLE-GIANDURCO, IGNERI AND LIVINGSTON); ONE (1) AGAINST (BONENFANT) AND ONE (1) ABSTENTION (SERASIS).**

R. Richard Roina

**** MR. KYDES MOVED TO APPROVE THE APPOINTMENT OF MR. R. RICHARD ROINA TO THE POSITION OF ZONING COMMISSION, ALTERNATE.**

Mr. Kydes said that he was happy to see Mr. Roina stepping forward to help the City. Mr. Igneri then spoke highly of Mr. Roina. Ms. Maggio thanked Mr. Roina for his willingness to serve.

**** THE MOTION TO APPROVE THE APPOINTMENT OF MR. R. RICHARD ROINA TO THE POSITION OF ZONING COMMISSION, ALTERNATE PASSED WITH NINE (9) IN FAVOR (KIMMEL, MELENDEZ, BOWMAN, SIMMS, KYDES, MAGGIO, O'TOOLE-GIANDURCO, IGNERI AND LIVINGSTON); ONE (1) AGAINST (BONENFANT) AND ONE (1) ABSTENTION (SERASIS).**

The Mayor then congratulated the new Commissioners and invited them forward so that the City Clerk could administer the Oath of Office.

MAYOR'S REMARKS

September 14th, the Mayor will be officially opening the Norwalk Early Childhood Center at 10:00 AM

September 14th at from 3 to 6 p.m., there will be a Trades Fair at the South Norwalk Community Center in South Norwalk. The unions are looking for those who wish to enter one of the trade apprenticeship programs.

The naming of the Cranbury Park entry way will be formally named as "Joseph Côte Way" on Saturday at 10 a.m.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

Mr. Kimmel said that the 9/11 ceremony was excellent and he thanked Ms. King and her staff for their hard work on the ceremony.

Mr. Kimmel said that last week, the Finance Committee had the first of their yearly discussions on the Senior Tax Relief Credits. He said that he hoped that this would be a yearly increase.

Mr. Kimmel commended former Mayor Alex Knopp for his work in the CJEF case. Norwalk residents must do all they can to make sure that the ECS formula is changed. He said that he hoped that the issue regarding the fact that the education budget is based on property taxes also needs to be addressed.

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARD AND COMMISSIONS

A. CORPORATION COUNSEL

B. BOARD OF ESTIMATE AND TAXATION

**** MS. BOWMAN MOVED THE FOLLOWING ITEMS AS THE CONSENT CALENDAR:**

VII. COMMON COUNCIL COMMITTEES

A. PERSONNEL COMMITTEE

1. APPROVE THE UPDATED ASSISTANT CIVIL ENGINEER JOB DESCRIPTION.

B. ORDINANCE COMMITTEE

1. APPROVE PROPOSED ORDINANCE CHANGES ON NORWALK CODE CHAPTER 15, ANIMALS AND FOWL.
2. APPROVE PROPOSED ORDINANCE CHANGES ON NORWALK CODE CHAPTER 96, EXCAVATION AND ENCROACHMENT IN PUBLIC STREETS AND GROUNDS.

C. LAND USE AND BUILDING MANAGEMENT

- 1a. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A CONTRACT WITH HOFFMAN LANDSCAPES INC. FOR THE OAK HILLS PARK FOUNTAIN GARDEN AND GREAT LAWN IMPROVEMENT PROJECT FOR A TOTAL NOT TO EXCEED \$190,000. ACCT. #09151340 5799 C0558
- 1b. AUTHORIZE THE OFFICE OF BUILDING MANAGEMENT TO ISSUE CHANGE ORDERS ON CONTRACT FOR A TOTAL NOT TO EXCEED \$10,000.
2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT TO MCNEIL DESIGN COLLABORATIVE, INC.'S DESIGN SERVICES CONTRACT FOR OAK HILLS PARK IMPROVEMENT PROJECT FOR ADDITIONAL DESIGN SERVICES FOR A TOTAL NOT TO EXCEED \$7,000. ACCT. #09151340 5799 C0558"
- 3a. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH SILVER PETRUCELLI ASSOCIATES TO PROVIDE ARCHITECTURAL DESIGN SERVICES FOR THE WEST ROCKS SCHOOL EXTERIOR WINDOWS AND DOORS REPLACEMENT PROJECT FOR A TOTAL NOT TO EXCEED \$67,525.00. ACCT. #09175010 5777 C0566
- 3b. AUTHORIZE A CONTINGENCY FOR ADDITIONAL SERVES AS MAY BE REQUIRED FOR A TOTAL NOT TO EXCEED \$6,700.
5. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO THE ERGONOMIC GROUP FOR LAPTOPS AND DESKTOP COMPUTERS FOR SCHOOLS FOR A TOTAL NOT TO EXCEED \$84,600.00. ACCOUNT # 0917-5010-5777-C0112

6. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO APPLE STORE FOR EDUCATION INSTITUTION FOR THE PURCHASE OF MACBOOKS AND IPADS FOR SCHOOLS FOR A TOTAL NOT TO EXCEED \$24,961.00. ACCOUNT #09175010-5777-C0112

7. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO CDW-G FOR THE PURCHASE OF CHROMEBOOKS, CARTS, HEADSETS AND TABLETS FOR SCHOOLS FOR A TOTAL NOT TO EXCEED \$151,206.00. ACCOUNT # 09175010-5777-C0112

8. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO HOVERCAM FOR THE PURCHASE OF TV MONITOR AND CAMERAS FOR SCHOOLS FOR A TOTAL NOT TO EXCEED \$2,136.00. ACCOUNT # 0917-5010-5777-C0112

9. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO SCHOOL OUTFITTERS FOR THE PURCHASE OF CHROMEBOOK TECH TUBS FOR SCHOOLS FOR A TOTAL NOT TO EXCEED \$4,826.50. ACCOUNT # 09175010-5777-C0112

10. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO BLACK ROCK TECHNOLOGY GROUP FOR THE PURCHASE OF LOGITECH KEYBOARD FOR SCHOOLS FOR A TOTAL NOT TO EXCEED \$1,368.75. ACCOUNT # 0917-5010-5777-C0112

D. PLANNING COMMITTEE.

1. AUTHORIZE THE MAYOR TO SIGN THE MAYORAL CERTIFICATION FOR THE PY41 CAPER.

2. APPROVE THE ADVANCEMENT OF THE PY41 CAPER TO HUD.

E. PUBLIC WORKS COMMITTEE.

1. 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. 09-13-403105777-C0514.

2. 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. 09-17-4031-5777-C0313.

7. AUTHORIZE THE PURCHASING AGENT TO ISSUE A SOLE SOURCE PURCHASE ORDER TO CARGILL FOR TREATED ROAD SALE FOR SNOW AND ICE CONTROL, PRICING NOT TO EXCEED \$88.87 PER TON FOR NORMAL AND AFTER-HOUR DELIVERIES EFFECTIVE FOR THE 2016-2017 WINTER SEASON. ACCOUNT NO. 01-40-25-5322.

F. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH THE "EXCHANGE CLUB OF NORWALK" TO CONTRACT FOR THE PARKING AT CALF PASTURE BEACH, SHADY BEACH, MARVIN SCHOOL AND TAYLOR FARM FOR THE ANNUAL NORWALK INTERNATIONAL IN WATER BOAT SHOW TO TAKE PLACE ON THURSDAY, SEPTEMBER 22, 2016 THROUGH SUNDAY, SEPTEMBER 25, 2016 FOR A SUM NOT TO EXCEED \$4,500. ACCOUNT # 016027-5258.

**** THE MOTION TO APPROVE THE CONSENT CALENDAR PASSED UNANIMOUSLY.**

VII C 4. Authorize the Purchasing Agent to issue a Purchase Order to CBS - Connecticut Business System for the purchase of Smart Boards and projectors for schools for a total not to exceed \$65,994.00. Account # 0917-5010-5777-C0112

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

Mr. Livingston said that this was one of a number of items that had been presented to the Committee by the BOE IT. Mr. Kimmel asked Mr. Valenzisi to come forward. Mr. Kimmel stated that he was uncomfortable with voting on items that have a direct impact on the delivery of curriculum to the students. The BOE makes a general allocation for IT and Mr. Kimmel wanted to know if the BOE had considered the detailed allocations. Mr.

Valenzisi said that the Capital budget is allocated into various categories such as projection systems and so on.

Mr. Kimmel asked if the BOE was aware that they would be spending \$65,994.00 on the Smart Boards. Mr. Valenzisi said they were and that most of the purchases were on the State vendor list. Mr. Kimmel pointed out that while the BOE allocated the funding, but the Council is in the position of saying no on the purchases and wreck havoc on the schools. He said that there were questions about whether this was legal and in compliance with State Law. This discussion has been held before. Mr. Kimmel added that even though he has questions, he would be supporting the item.

Mr. Serasis said that he agreed completely with Mr. Kimmel. He said that he had concerns that that District was using both Apple and Chromebooks. He wondered how the video made on a closed Apple device would be transferred to a different platform.

Mr. Valenzisi said that Mr. Kimmel 's points were very good and that the infrastructure was the backbone of the system. He said that he would bring it back to the Board and see if a committee can be set up. Mr. Kimmel said that as technology moves forward, the Council is gaining more control over the curriculum via the technology. He said that the Council and the BOE need to figure out a way through this type of situation.

Atty. Coppola explained that the reason the item came to the Council was because the City's Technology Department was involved in the purchases. Mr. Valenzisi pointed out that it was a Capital expense and had been reviewed by the subcommittees. Atty. Coppola pointed out that the City's IT Committee is involved in making the recommendations. Mr. Valenzisi said that he confers with Ms. DelVecchio on a regular basis and he is also a member of a subcommittee.

Mr. Serasis said that he would like to have more information from the IT Committee discussion about these types of purchases in order to make a qualified vote. Mr. Valenzisi said that in the past, when items like Smart Boards were purchased, he arranged tours to show what the Smart Board could do at the various schools.

**** THE MOTION PASSED UNANIMOUSLY.**

VII C 11a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Power Point Energy for the Belden Main Library energy efficient lighting retrofit project. Terms of the agreement shall include the following:

- Total Project Cost - not to exceed \$152,980
- Projected incentive amount - \$96,012
- Net cost to the City to be financed by Eversource - \$56,968

11b. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply and receive energy incentive funds from Eversource for the Belden Main Library efficient lighting retrofit project.

11c. Approve to establish a contingency fund in the amount of \$8,000 to cover project related expenditures. Acct. # 09157100 5777 C0149

**** MR. LIVINGSTON MOVED AGENDA ITEMS 11a, 11b AND 11c.**

**** MR. LIVINGSTON MOVED TO AMEND THE FOLLOWING FROM:**

11b. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY AND RECEIVE ENERGY INCENTIVE FUNDS FROM EVERSOURCE FOR THE BELDEN MAIN LIBRARY EFFICIENT LIGHTING RETROFIT PROJECT.

TO:

11b. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY AND RECEIVE ENERGY INCENTIVE FUNDS AND FINANCING FROM EVERSOURCE FOR THE BELDEN MAIN LIBRARY EFFICIENT LIGHTING RETROFIT PROJECT.

Mr. Livingston said that the lighting at the Belden Street Library would be replaced with more efficient lighting that will reduce the electric bill and will pay for itself in 1.7 years. He went on to explain that the amendment simply allowed the Mayor to sign the financial documents.

Mr. Bonenfant said that he believed that the project would pay for itself in 1.7 years and would reduce the electric bill.

Mr. Kydes said that this would reduce the out of pocket cost for the City. This is the same company that replaced the lights in City Hall and it has worked out well.

Mayor Rilling thanked Mr. Kydes and others who were involved in identifying issues like this and said that he was pleased to see Norwalk becoming a Green City. Mr. Simms also spoke about how he believed that the City should have more solar energy. He said that he had recommended some of these changes years ago and would like to see the schools also using solar energy.

**** THE MOTION TO APPROVE AGENDA ITEMS 11a, 11b AND 11c AS AMENDED PASSED UNANIMOUSLY.**

VII E3. Approve the necessity for the abandonment/discontinuance of a portion of Bates Court beginning at the northwesternly 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.

**** MR. IGNERI MOVED THE ITEM.**

Mr. Igneri said that this item was to appoint Freeholders to review the parcel to determine the value and schedule a public hearing.

Mr. Bonenfant said that his comments would apply to Agenda Items E4 and E5 also. He pointed out that one of the parcels involved a quarter acre of land and was being sold for \$35,000. He said that if the developers get their way and bypasses the bidding process because they are the abutting neighbor, they should pay a premium price.

He also commented that these items had not gone to public hearing yet, but were already on the agenda for the Zoning Commission.

**** THE MOTION TO APPROVE THE ITEM PASSED WITH TEN (10) IN FAVOR (KIMMEL, MELENDEZ, BOWMAN, SIMMS, KYDES, MAGGIO, O'TOOLE-GIANDURCO, IGNERI, SERASIS AND LIVINGSTON); AND ONE (1) AGAINST (BONENFANT).**

VII E4. 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 northwesternly 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, to 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, Second Floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

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, to 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, Second Floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

**** MR.IGNERI MOVED THE ITEM.**

Mr. Igneri said that after approving the necessity of having the Freeholders review the abandonment, this item would schedule a public hearing to hear the Freeholder's Report.

**** THE MOTION TO APPROVE THE ITEM PASSED WITH TEN (10) IN FAVOR (KIMMEL, MELENDEZ, BOWMAN, SIMMS, KYDES, MAGGIO, O'TOOLE-GIANDURCO, IGNERI, SERASIS AND LIVINGSTON); AND ONE (1) AGAINST (BONENFANT).**

VII E5. Schedule a Public Hearing for Tuesday, October 4, 2016 at 7:15 P. M. in Room 231, Second Floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT to consider the sale of the excess City owned 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. The Public Hearing shall be conducted in order to hear all parties interested in commenting on the sale of this parcel to the abutting property owner or its affiliate for the appraised value of \$35,900.00, to determine if the sale is in the best interests of the city and to take such action on said report that the committee may deem advisable.

**** MR.IGNERI MOVED THE ITEM.**

Mr. Igneri said that this public hearing was being held in order to hear all parties interested in commenting on the sale of this parcel to the abutting property owner or its affiliate for the appraised value of \$35,900.00, to determine if the sale is in the best interests of the city and to take such action on said report that the committee may deem advisable.

Ms. Bowman said that she was on the Committee and that the Committee had requested that the staff check with all the Department heads to see if any of them had any use for the land. The public hearing will allow anyone who is opposed to comment at that time.

Mr. Serasis asked if the hearing would address the issue about paying a premium price that Mr. Bonenfant mentioned. Mr. Lo came forward and explained that one of the first things that is done is by the staff is to determine whether the parcel is buildable. He said that the parcels are not automatically offered to the abutting property owner. He then outlined the process for the Council Members and pointed out that if it went out to bid, someone might purchase it that has a different proposal. His recommendation was to have the public hearing to decide whether to sell the parcel or not. After that, the administration decides which proposed uses and prices were acceptable. Typically, the dollar amount is not included in the agenda item. A minimum price may be included, but it depends on what the proposed use may be. The City needs to get the best benefit from the proposal, whether it is use or price.

**** THE MOTION TO APPROVE THE ITEM PASSED WITH TEN (10) IN FAVOR (KIMMEL, MELENDEZ, BOWMAN, SIMMS, KYDES, MAGGIO, O'TOOLE-GIANDURCO, IGNERI, SERASIS AND LIVINGSTON); AND ONE (1) AGAINST (BONENFANT).**

VII E6. Resolve that the Honorable 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.

**** MR. IGNERI MOVED THE ITEM.**

Ms. Maggio said that she understood that this was just a contract to allow the department heads to agree on various terms of the project without having to go back to the Mayor or the Council on every detail. She did not think it would cause the Council to give up control on various small projects around the City.

Mr. Bruce Chimento came forward and said that Ms. Maggio was correct and that the City can negotiate with the State and also allows the City to receive grants and aid for various different items such as traffic control items. These contracts all go through the DPW committee, just like the replacement of the West Rock Road bridge over the Merritt Parkway. The Walk Bridge is much too large a project and would not be part of this.

Mr. Serasis asked if the City did not sign this contract, they would not be able to negotiate any part of the project. Mr. Chimento said that the City would have to remain "hands off".

Mr. Serasis asked if the City would be able to apply for grant funding if they did not sign the contract. Mr. Chimento said that this was correct.

**** THE MOTION PASSED UNANIMOUSLY.**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were no resolutions from the Council to consider at this time.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were no motions postponed to a specific date at this time.

X. SUSPENSION OF RULES

There were no suspensions of the rules to consider at this time.

XI. ADJOURNMENT

**** MR.IGNERI MOVED TO ADJOURN.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:38 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

D

Vince Hough
237 West Norwalk Road
Norwalk, CT 06850
860-748-3588

Summary

I retired from full-time employment in October 2013, after 17 years with IBM. Since then I have been busy with consulting work, volunteering and management of my rental real estate properties. I am currently writing a book on Residential Solar Energy, which I plan to publish as an eBook later this year. I have been a resident of Norwalk, CT since 2005.

Professional Experience

- | | |
|---|--------------|
| ▪ Ceryx, Inc., <i>Business Development Consultant</i> | 2014 to 2015 |
| ▪ IBM Corporation | 1996 to 2013 |
| ○ <i>Client Project Executive</i> | |
| ○ <i>Business Development Executive</i> | |
| ○ <i>Account Manager</i> | |
| ▪ Chase Manhattan Bank, <i>Vice President, Strategy</i> | 1986 - 1995 |
| ▪ Coopers & Lybrand, <i>Management Consultant</i> | 1985 - 1986 |
| ▪ McKinsey & Company, <i>Management Consultant</i> | 1982 - 1985 |

Education

- Certificate in Non-Profit Leadership, University of Connecticut, Hartford, CT.
- Masters in Business Administration, NYU Stern School of Business, NY, NY.
- Bachelor of Arts, Manhattan College, NY, NY.

Volunteer Activities

- Person-to-Person, Darien, CT
- Open Door Shelter, Norwalk, CT
- Board of Outreach, First Congregational Church of Darien, CT
- White Oak Townhouse Condominium Association, *President*.

AUGUST 10, 2016

AGENDA

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED
CLAIMS COMMITTEE

CHAVARRIA AGUIRRE CONSTRUCTION LLC
FINANCIAL SER VEH TRUST
GOMEZ-CORREA CLAUDIA PAT
JALBERT RICHARD PATRICK
KONSTANTIN NEAL ANATOLE
NISSAN INFINITI LT
NISSAN INFINITI LT
NISSAN INFINITI LT
SIGNORE JOSEPH JR
TODORO DALE ALLAN

APPROVED BY
TAX COLLECTOR

15-MV-311447 (\$143.81)
14-MV-404504 (\$190.03)
13-MV-325073 (\$11.83)
15-MV-332150 (\$19.22)
14-MV-334800 (\$19.67)
14-MV-345741 (\$160.04)
14-MV-345756 (\$35.14)
14-MV-345555 (\$271.34)
14-MV-358469 (\$12.92)
15-MV-363203 (\$35.03)

REPORTED TO
CLAIMS COMMITTEE

PRORATION / OVERPAYMENT
PRORATION
PRORATION
PRORATION
PRORATION
PRORATION
PRORATION
PRORATION
PRORATION
PRORATION

BRONITSKY MICHAEL P

KIRSON JOANNE

PAPAKOSMOS IOANNIS & LAMBRINI

14-RE-103277 (\$197.18)
14-RE-114039 (\$4,081.72)
13-RE-120383 (\$425.00)
14-RE-120359 (\$425.00)

GARAGE ESCROWED W/BANK
PAID IN ERROR- PROPERTY SOLD
ABATE SEWER FEE
ABATE SEWER FEE

SPECIAL REQUEST

TWENTY-FIVE GLOVER PARTNERS LLC
RE: 801 MAIN AVE

(\$111,088.18)
13-RE-127559 (\$55,181.34)
14-RE-127524 (\$55,906.84)

COURT STIP JUDGEMENT- TAX APPEAL
COURT STIP JUDGEMENT- TAX APPEAL

VII. A

SEPTEMBER 15, 2016

AGENDA

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED
CLAIMS COMMITTEE

ALEXANDER, COLIN DEXTER

ANDERSON, LEROY JR.

ARAUJO, SANZIU H

ARNOLD, RICHARD JOSEPH

ARMAS, LIZBETH YESENIA

BABIYCHUCK, OKSANA

BAILEY, DEBORAH L

BLETSA, DIMITRIOS

BRAUN, FRANCIS A JR

BUTTERS, GAIL H

CAB EAST LLC

CALDERON, NORMA

CANAHUL, EDWIN R

CORONA-CORONA, ANGELICA M

CVA AMERICAN HONDA MOTOR CO INC

DAIMLER TRUST

DAIMLER TRUST

DAIMLER TRUST

DOROJA, CHRISTOPHER C

APPROVED BY
TAX COLLECTOR

15-MV-301117 (\$565.50)

15-MV-301946 (\$79.81)

15-MV-302408 (\$103.66)

14-MV-302512 (\$74.08)

15-MV-302723 (\$21.62)

15-MV-303408 (\$50.38)

15-MV-303540 (\$183.53)

14-MV-305461 (\$120.37)

15-MV-306583 (\$11.65)

15-MV-307696 (\$26.36)

14-MV-307954 (\$44.10)

15-MV-308910 (\$32.00)

15-MV-309215 (\$39.25)

15-MV-313560 (\$17.20)

14-MV-314260 (\$485.82)

15-MV-314935 (\$143.29)

15-MV-314823 (\$143.67)

15-MV-314858 (\$86.93)

14-MV-403167 (\$33.50)

15-MV-315241 (\$187.89)

REPORTED TO
CLAIMS COMMITTEE

OVERPAYMENT

PRORATION

PRORATION

PRORATION

PRORATION

PRORATION

PRORATION

PRORATION

PRORATION

PRORATION

PRORATION

PRORATION

PRORATION

PRORATION

PRORATION

PRORATION/OVERPAYMENT

PRORATION

PRORATION

PRORATION

PRORATION

PRORATION

SEPTEMBER 15, 2016

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED
CLAIMS COMMITTEE

REPORTED TO
CLAIMS COMMITTEE

APPROVED BY
TAX COLLECTOR

DOROJA, CHRISTOPHER C	15-MV-315243 (\$252.85)	PRORATION
	15-MV-315244 (\$126.84)	PRORATION
DEORIO, MEGAN M	15-MV-316375 (\$17.46)	PRORATION
DEORIO, JEFFREY T	15-MV-316370 (\$22.14)	PRORATION
DIAS, RALPH JOEL	15-MV-316837 (\$119.79)	OVERPAYMENT / PRORATION
DOHERTY, FRANCIS A / GRACE CATHERINE	14-MV-317193 (\$53.95)	PRORATION
DONNELLY, MARY J	14-MV-317404 (\$21.75)	PRORATION
DOSMAS, CARINE DUMEZIL	15-MV-317867 (\$11.65)	PRORATION
DOS SANTOS, JURANDY P	15-MV-317860 (\$10.38)	PRORATION
EICHHOLTZ, JONATHAN D	14-MV-318973 (\$102.83)	OVERPAYMENT
FINANCIAL SERVICE VEH TRUST	15-MV-321608 (\$90.80)	PRORATION / OVERPAYMENT
FINANCIAL SERVICE VEH TRUST	15-MV-321515 (\$139.13)	PRORATION / OVERPAYMENT
FELIU, RICARDO	15-MV-320880 (\$36.05)	PRORATION
FESTO, GEORGE P	15-MV-321092 (\$53.25)	PRORATION
FLANAGAN, THOMAS K	15-MV-322065 (\$276.44)	PRORATION
FRALEY, CHARLOTTE Y	15-MV-322722 (\$10.63)	PRORATION
FUEGNER, PAUL R	15-MV-323116 (\$110.17)	PRORATION
GALEANA-GARCIA, ISMAEL	15-MV-300994 (\$90.00)	OVERPAYMENT
GORDON, FLORENCE A	15-MV-325756 (\$43.80)	PRORATION / OVERPAYMENT
GOYAL, RAJAT	15-MV-325531 (\$67.86)	PRORATION
GUARNIERI, LORENZINA FRAN	14-MV-326254 (\$35.54)	PRORATION

CLAIMS COMMITTEE

TAX COLLECTOR

CLAIMS COMMITTEE

USB LEASING LT

VAULT TRUST

VAULT TRUST

VAULT TRUST

VAULT TRUST

(\$8,342.17)

(\$7,399.54)

(\$493.72)

VAULT TRUST

VCFS AUTO LEASING CO

VENTO, EDWARD J

YERINIDES, LISA

BPC CAPITAL MANAGEMENT LLC
RE: 29 WOODBURY AVE

CITY OF NORWALK
RE: HAVILAND ST. PARKING LOT

CORELOGIC
RE: 16 GRANITE DR

ESSOUSSI, ABDELLAH
RE: 16 EDGEWOOD ST #B

HERNANDEZ AUGUSTO
RE: 54 BAYVIEW AVE

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED

15-MV-371361 (\$351.02)

14-MV-365958 (\$184.64)

14- SEVERAL SEE BACK UP

14-SEVERAL SEE BACK UP

14-MV-366115 (\$296.55)

14-MV-366242 (\$123.84)

14-MV-366325 (\$73.33)

14-MV-366149 (\$614.99)

14-MV-366438 (\$196.54)

15-MV-367493 (\$10.64)

14-MV-370037 (\$13.97)

14-RE-103054 (\$4,019.40)

12-RE-119272 (\$400.00)

13-RE-119268 (\$425.00)

14-RE-119244 (\$450.00)

(\$1,275.00)

14-RE-109117 (\$4,259.14)

15-RE-108402 (\$2,196.95)

14-RE-112012 (\$2,561.93)

APPROVED BY

REPORTED TO

SEPTEMBER 15, 2016

<u>CLAIMS COMMITTEE</u>	<u>TAX COLLECTOR</u>	<u>CLAIMS COMMITTEE</u>
MONACO RUSSELL AND DEBRA RE: 37 BLUE MOUNTAIN	(\$615.00)	ABATED SEWER FEE PER WPCA ABATED SEWER FEE PER WPCA
PIERRE, GERMAIN RE: 11 NORDEN PL		OVERPAYMENT
ROY, EUNICE M RE: 27 RANGE RD	(\$615.00)	ABATED SEWER FEE PER WPCA ABATED SEWER FEE PER WPCA
STIRLAND KIRK C & BABETTE N RE: 13 CRAW AVE		ADJ SEWER USE FEE PER WPCA
TARANTO JOHN & DOBSON SERENITY D RE: 77 MURRAY ST		PAID IN ERROR
TECHNOLOGY PLAZA LLC RE: TECHNOLOGY PLAZA		ABATED SEWER USE FEE PER WPCA
VIELE, BEVERLY B RE: 24 DEVILS GARDEN RD	(\$615.00)	ABATED SEWER USE FEE PER WPCA ABATED SEWER USE FEE PER WPCA
WILTON AVE LLC RE: 26 WILTON AVE		INTEREST ADJUSTED
2 TAFT ST LLC RE: 2 TAFT ST	(\$2,878.00)	ADJUSTED SEWER FEE PER WPCA ADJUSTED SEWER FEE PER WPCA

VAULT TRUST

BILL	PLATE	MODEL	VIN#	AMOUNT
14-MV-365971	1AEHJ9	2014/JEEP	1C4RJFBG1EC319477	\$ 240.20
14-MV-365975	110YVJ	2011/JEEP	1J4RR4GG5BC737956	\$ 394.31
14-MV-365977	143VWJ	2011/JEEP	1J4AA2D1XBL591692	\$ 308.90
14-MV-365978	186VY	2012/JEEP	1C4PJMAK4CW104544	\$ 330.05
14-MV-365982	203ZKO	2012/JEEP	1C4RJFAG8CC270339	\$ 210.22
14-MV-365984	249YVO	2012/JEEP	1C4AJWAG3CL138182	\$ 253.05
14-MV-366002	377ZVG	2013/CHEV	1GNSKJ7E7DR181481	\$ 124.67
14-MV-366014	403YXT	2011/CHEV	1GCNKP038Z435529	\$ 350.39
14-MV-366016	407YXT	2012/CHEV	2GNFLCEK7C6123682	\$ 61.87
14-MV-366023	460YVY	2012/BUIC	1G4GF5E39CF116856	\$ 325.16
14-MV-366045	598YMX	2011/CHEV	1GNSKDFJ1BR233949	\$ 508.87
14-MV-366050	694ZAE	2012/JEEP	1C4RJFAG1CC273969	\$ 336.24
14-MV-366055	739YUL	2011/JEEP	1J4AA2D10BL591684	\$ 377.66
14-MV-366067	825YZP	2012/JEEP	1C4BJWEG6CL192414	\$ 158.16
14-MV-366073	812ZCV	2012/JEEP	1C4RJFAG6CC245164	\$ 336.24
14-MV-366077	934ZZL	2014/CHEV	1G1PA5SGXE7117420	\$ 284.31
14-MV-366079	940ZCV	2012/JEEP	1C4RJFAG2CC249468	\$ 462.27
14-MV-366094	639ZKU	2012/GMC	1GKKVREDXCJ152011	\$ 95.63
14-MV-366095	7ADEB4	2011/JEEP	1C4RJFAG6DC630340	\$ 231.22
14-MV-366096	774ZAM	2012/JEEP	1C4RJFAG6CC140009	\$ 378.07
14-MV-366100	0APBB1	2015/GMC	1C4RJFAG6CC140009	\$ 331.09
14-MV-366125	461ZHL	2012/CHEV	2GNALDEK8C6331439	\$ 249.82
14-MV-366152	7454DA	2014/CHEV	3GCUKSEFC2EG453193	\$ 272.61
14-MV-366154	106YLN	2011/CADI	1G6DS5ED6B0168705	\$ 431.27
14-MV-366155	132YLN	2012/CADI	3GYFNDE37CS566637	\$ 230.82
14-MV-366167	574ZCM	2012/CADI	1G6DH5E59C0134492	\$ 157.30
14-MV-366168	6ADB15	2014/GMC	1GKKVSKD0EJ167812	\$ 258.67
14-MV-366170	651YXX	2011/CADI	1GYS4CEF5BR143448	\$ 643.10
TOTAL				\$ 8,342.17

VAULT TRUST

BILL	PLATE	MODEL	VIN#	AMOUNT
14-MV-366173	913ZD	2013/BUICK	1G4PS5SKXD4224472	\$ 91.49
14-MV-366184	147YWH	2011/JEEP	1J4NF1FB3BD0202131	\$ 195.01
14-MV-366186	167YWH	2012/DODGE	1C4SDJCT7CC104576	\$ 514.80
14-MV-366188	173YWH	2012/JEEP	1C4PJMFK3CW118606	\$ 468.31
14-MV-366211	383ZLS	2012/JEEP	1C4PJMAK2CW177959	\$ 179.98
14-MV-366218	402ZCH	2012/JEEP	1C4RJFAG4CC156743	\$ 378.07
14-MV-366225	445ZCH	2012/JEEP	1C4RJFAG8CC203031	\$ 252.05
14-MV-366229	484ZCH	2012/JEEP	1C4RJFAG2CC244612	\$ 378.07
14-MV-366240	677ZWH	2013/DODGE	1C3CDFBA5DD292936	\$ 126.13
14-MV-366252	712ZRR	2013/JEEP	1C4RJFCT2DC590073	\$ 249.27
14-MV-366269	978ZDZ	2012/JEEP	1C4RJFAG2CC274788	\$ 252.05
14-MV-366277	201ZAF	2012/JEEP	1C4RJFBG2CC200219	\$ 615.51
14-MV-366278	393ZSO	2012/JEEP	1C4RJFAG1CC225260	\$ 293.90
14-MV-366284	560YWO	2011/JEEP	1J4PN2GK8BW577761	\$ 306.48
14-MV-366285	575YWO	2011/JEEP	1J4RR4GG6BC657419	\$ 236.69
14-MV-366293	818ZNA	2012/JEEP	1C4NJDEB1CD715581	\$ 84.94
14-MV-366294	897YYN	2012/JEEP	1C4RJFCG5CC175489	\$ 436.11
14-MV-366307	577ZWO	2013/GMC	2GKFLTEK5D6295546	\$ 269.50
14-MV-366319	595ZBV	2012/BUIC	5GAKVCED6C1249619	\$ 198.93
14-MV-366320	599ZTW	2013/BUICK	1G4PR5SK9D4154801	\$ 264.28
14-MV-366338	390YJA	2011/GMC	1GKKVRED4B1182913	\$ 470.13
14-MV-366340	430WXH	2012/CHEV	1GNKVLED2C1215585	\$ 228.28
14-MV-366342	528YU	2011/JEEP	1J4NF4GB2BD282327	\$ 162.08
14-MV-366347	757YKB	2011/GMC	1GKS2EEF2BR136467	\$ 510.39
14-MV-366352	9AFVV9	2013/CHEV	1G11C5SA1DF218197	\$ 58.76
14-MV-370916	271ZHP	2012/FIAT	3C3CFFH6CT316302	\$ 178.33
TOTAL				\$ 7,399.54



CITY OF NORWALK, DEPARTMENT OF FINANCE
Tax Collector's Office

P: 203-854-7731 / F: 203-854-7770

125 East Avenue Room 105
Norwalk, Connecticut 06851
www.norwalkct.org

To: Mayor Harry Rilling; Board of Estimate and Taxation; Finance & Claims Committee
From: Lisa Blagiarelli, Tax Collector
Date: September 6, 2016
Re: Narrative for August, 2016 Tax Collector's Reports

This report will cover two separate spreadsheets prepared by our department to cover taxes collected as follows: First, during the first two months of the new fiscal year; and then, to recapitulate and conclude examination of our 'sixty day' collection update for the immediately concluded fiscal year that ended on June 30, 2016.

Relative to the new fiscal year: through the end of August, 2016, the first two months of the fiscal year, we collected more than \$156 million, or 51.66% of our \$302 million adjusted tax levy. In addition, as of the end of August 2016, we collected nearly \$7.7 million of our sewer use levy, or 50.08%. We also collected 76.44% of the year's IPP (Industrial Pretreatment Program) fee on behalf of the Water Pollution Control Authority. Compared with last fiscal year, we are slightly ahead relative to current taxes (.32%) and very slightly behind relative to current sewer use collections (.05%). Also through the month of August, 2016, we collected more than \$1.9 million (net) in back taxes, interest, lien fees and other fees.

2015 grand list tax bills were mailed on Friday, June 17 and the last day on which to pay those taxes without penalty was Monday, August 1. There were no issues relative to either the mailing or the billing beyond the issue previously identified involving bad addresses and problems stemming from the data conversion at the state of Connecticut Department of Motor Vehicles. As a new consequence of the data and systems conversion that the DMV undertook last summer, some Connecticut taxpayers may have received motor vehicle tax bills from the wrong municipality this summer and this coming winter. If anybody receives a motor vehicle tax bill from a town where they do not reside or have a vehicle garaged, they will need to contact *the Assessor in the town that issued the incorrect bill* in order that the bill may be transferred to the proper town for proper billing. This will be an issue going forward into the fall and winter. We will identify more accounts once we attempt to send delinquent notices, and as more and more taxpayers who were improperly billed face compliance issues at the DMV when their registrations fail to renew.

Delinquent notices are called 'demand notices,' because we are required by law to demand payment before pursuing collection enforcement. These notices are at the printers now and will be mailed in mid September.

With regard to the end of the prior fiscal year, as part of the end of year wrap up, our external auditors and Finance Department officials calculate for accounting purposes our tax collections on the immediately prior grand list for the sixty days (through the end of August 2016) following the end of the fiscal year (June 30.) Those figures show that through August 31, 2016, we collected 99.40% of our current tax levy on the 2014 grand list; 99.5% of our adjusted sewer levy, and 91.34% of our IPP levy. Those percentages are even higher than the sixty day figures from the prior year, which saw our sixty day tax percentage hit 99.01%.

Finally, I offer a summary of the Sale of Land for Taxes that took place on July 21, 2016, as the last narrative I provided was prior to the sale. In November 2015, the Tax Collector's office began working on our 2016 tax sale. Ultimately, the amount anticipated to be collected from this sale was about \$4 million, and the total number of properties involved was 169. The sale process formally began in March 2016. By the morning of the tax sale on July 21, we had only 16 properties remaining in the sale. 149 properties had been paid in full prior to the sale, and there were four taxpayers who filed for bankruptcy protection whose properties were removed for that reason. We also were offering for sale 52 boat slips (marina slip units) located on environmentally compromised property.

At the time the notices were filed, the sale included: single family residential properties; multi-family residential properties; residential condominium units; commercial / professional condominium units; storage units; garage units; co-op apartments; and commercial properties, including a strip mall; a theatre; an indoor sports arena; restaurants; a social club; manufacturing buildings; an automobile repair / muffler repair facility; retail facilities; commercial / residential buildings; also: non-conforming lots; island property; boat slips (docks); and vacant land. The criteria for inclusion in the 2016 tax sale was \$17,000 or more past due, regardless of the length of time; or property three or more years in arrears, regardless of dollar amount owed. If a property met either criteria, it was included. Properties were not removed until all taxes and associated fees were paid in full.

The purpose of the tax sale was, and is, to collect past due taxes and to maintain a high current tax collection rate, and not necessarily to redistribute property ownership.

In the end, we exceeded our original projections and collected in excess of \$4.2 million in back taxes and interest as a result of the 2016 tax sale.

Twelve of the 16 properties offered for sale were sold, and four were taken by the city because there were no bids. Of the 52 boat slips, 41 were sold, at the discounted price of \$3,000 each, which we arrived at considering we had offered these slips in two prior tax sales (2012 and 2014) for approximately \$5,000 each and had been unable to sell them. The fact that 41 out of 52 were sold at all is remarkable. We sold 27 on July 21; and adjourned the sale on the remaining slips until July 27, at which time we reconvened, registered new bidders, and sold another 14. There are still 11 slips remaining with unpaid taxes.

It should be noted that the City recovers only the taxes and charges that are due to the City; the City does not keep the overbid, and has no financial 'stake' in seeing bidding for properties at a tax sale go higher. The overbid will either go back to the bidder as part of the redemption if the property is redeemed during the six months after the tax sale; or, the overbid will be turned over to the Superior Court where it may be claimed by the former owner (the taxpayer who loses his or her property) or by anyone with a lien on the property. The City is not involved in that determination. The City does not 'make a profit' on tax sale properties, regardless of how much they sell for.

Also, as of this writing, since the tax sale on July 21, four of the 12 properties that were sold have already been redeemed, meaning, the owners have paid off the successful bidders and will retain their properties. The redemption period expires in January 2018.

The tax sale appears on the city's website at <http://my.norwalkct.org/etaxsale/>. The site shows the sale results, and includes information about each of the properties, copies of all the legal notices, and other information.

We are grateful for the necessary and continued support of the Administration and political decision makers in the tax sale process. It is the cornerstone of our collection enforcement strategy, and a key element in maintaining the high current and back tax collection rates that promote stable budgeting and that result in lower mill rates and tax relief for every single Norwalk resident and taxpayer.

The tax sale was conducted by the Norwalk Tax Collector's Office staff with assistance from some other departments and tax collector colleagues from other Connecticut towns. Our next sale will likely be in July 2018.

TAX COLLECTOR'S REPORT
JULY 31, 2016

FISCAL YEAR 2016-2017 (2015 GRAND LIST)	ADJ. TAX COLLECTIONS		COLLECTION %	CORRECTED LEVY*	COLLECTION %
	ORIGINAL LEVY	JUN 16 - JUL 16			
AUTOMOBILE-REGULAR	\$17,749,640.53	\$10,469,129.78	58.98%	\$17,603,342.55	59.47%
PERSONAL PROPERTY	\$19,959,243.96	\$9,161,718.86	45.90%	\$19,960,360.60	45.90%
REAL ESTATE	\$265,387,336.38	\$115,814,939.28	43.64%	\$265,080,794.55	43.69%
TOTAL TAX	\$303,096,220.87	\$135,445,787.92	44.69%	\$302,644,437.70	44.75%
SEWER USE	\$15,359,855.00	\$6,801,627.24	44.28%	\$15,359,182.00	44.28%
IPP FEE	\$212,250.00	\$127,250.00	59.95%	\$212,250.00	59.95%
FISCAL YEAR 2015-2016 (2014 GRAND LIST)	JUN 15 - JUL 15				
AUTOMOBILE-REGULAR	ORIGINAL LEVY	\$11,238,722.88	64.47%	\$17,324,018.82	64.87%
PERSONAL PROPERTY	\$17,433,300.64	\$3,961,580.87	21.42%	\$18,494,722.94	21.42%
REAL ESTATE	\$18,492,367.14	\$114,466,076.40	43.82%	\$261,135,054.96	43.83%
TOTAL TAX	\$261,229,545.62	\$129,666,380.15	43.64%	\$296,983,796.72	43.67%
SEWER USE	\$14,660,068.00	\$6,374,026.60	43.48%	\$14,655,364.00	43.49%
IPP FEE	\$189,750.00	\$128,001.08	67.46%	\$216,750.00	59.05%
TAX DIFFERENCE 2015 G.L. vs. 2014 G.L. INCREASE/(DECREASE)	\$5,941,007.47	\$5,779,407.77	1.05%	\$5,690,700.98	1.09%
SEWER DIFFERENCE 2015 G.L. vs. 2014 G.L. INCREASE/(DECREASE)	\$699,787.00	\$427,600.64	0.80%	\$703,818.00	0.79%
IPP DIFFERENCE 2015 G.L. vs. 2014 G.L. INCREASE/(DECREASE)	\$22,500.00	(\$751.08)	-7.50%	(\$4,500.00)	0.90%
BACK TAXES COLLECTED					
PRIOR TAXES	FISCAL YR 2015-2016 (JUL 16 - JUL 15)	FISCAL YR 2015-2016 (JUL 15 - JUL 15)	CUR YR vs. PRIOR YR INC/(DEC)		
PRIOR SEWER USE FEE	\$857,933.69	\$421,973.18	\$535,960.51		
PRIOR IPP FEE	\$62,670.08	\$7,296.74	\$55,273.34		
TOTAL PRIOR TAX, SEWER & IPP	\$2,250.00	\$1,000.00	\$1,250.00		
CURRENT INTEREST	\$0.00	\$0.00	\$592,483.85		
PRIOR INTEREST	\$260,909.88	\$99,350.91	\$0.00		
SEWER USE FEE INTEREST	\$14,057.87	\$3,941.82	\$161,588.97		
IPP FEE INTEREST	\$573.75	\$202.40	\$10,116.05		
TOTAL INTEREST COLLECTED	\$275,541.50	\$103,495.13	\$371.35		
PRIOR LIEN FEE	\$9,720.00	\$1,988.02	\$172,046.37		
CURRENT LIEN FEE	\$0.00	\$0.00	\$7,731.98		
TOTAL LIEN FEE COLLECTED	\$9,720.00	\$1,988.02	\$0.00		
MISC FEES COLLECTED	\$91,945.56	\$3,425.00	\$7,731.98		
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$1,399,960.83	\$539,178.07	\$88,520.56		

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION

TAX COLLECTOR'S REPORT
JULY 31, 2016

ADTL 90-DAY COLLECTION

FISCAL YEAR 2015-2016

(2014 GRAND LIST)

AUTOMOBILE-REGULAR
AUTOMOBILE-SUPPLEMENTAL
PERSONAL PROPERTY
REAL ESTATE
TOTAL TAX

ORIGINAL LEVY

\$17,433,300.64
\$2,846,741.63
\$18,492,367.14
\$261,229,545.62
\$300,001,955.03

ADJ. TAX COLLECTIONS

JUN 15 - JUL 16

\$16,391,929.03
\$2,558,335.15
\$18,189,089.39
\$259,382,952.03
\$296,522,305.60

COLLECTION %

94.03%
89.87%
98.36%
99.29%
98.34%

CORRECTED LEVY*

\$17,133,853.64
\$2,820,015.48
\$18,496,845.74
\$260,136,601.59
\$293,587,116.45

COLLECTION %

95.67%
90.72%
98.34%
99.71%
99.31%

SEWER USE

\$14,660,068.00

\$14,536,410.63

99.16%

\$14,629,468.00

99.36%

IPP FEE

\$189,750.00

\$197,761.55

104.22%

\$216,500.00

91.34%

FISCAL YEAR 2014-2015

(2013 GRAND LIST)

AUTOMOBILE-REGULAR
AUTOMOBILE-SUPPLEMENTAL
PERSONAL PROPERTY
REAL ESTATE
TOTAL TAX

ORIGINAL LEVY

\$16,706,950.43
\$2,704,431.83
\$17,794,935.82
\$257,672,948.38
\$294,879,266.46

JUN 14 - JUL 15

\$15,664,219.48
\$2,399,545.63
\$17,081,688.00
\$255,456,241.10
\$290,601,694.21

93.76%

\$16,384,484.88

95.72%

88.73%

\$2,703,111.80

88.77%

95.99%

\$17,454,841.80

97.86%

99.14%

\$257,276,424.41

99.29%

98.55%

\$293,798,662.89

98.91%

SEWER USE

\$13,851,424.00

\$13,621,037.42

98.34%

\$13,796,033.00

98.73%

IPP FEE

\$191,250.00

\$193,083.57

100.96%

\$216,750.00

89.08%

TAX DIFFERENCE 2014 G.L. vs. 2013 G.L.
INCREASE/(DECREASE)

\$5,122,688.57

\$5,920,611.39

0.29%

\$4,788,453.56

0.40%

SEWER DIFFERENCE 2014 G.L. vs. 2013 G.L.
INCREASE/(DECREASE)

\$808,644.00

\$915,373.21

0.82%

\$833,435.00

0.63%

IPP DIFFERENCE 2014 G.L. vs. 2013 G.L.
INCREASE/(DECREASE)

(\$1,500.00)

\$4,672.98

3.26%

(\$250.00)

2.26%

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION

TAX COLLECTOR'S REPORT
AUGUST 31, 2016

FISCAL YEAR 2016-2017
(2015 GRAND LIST)

ORIGINAL LEVY	ADJ. TAX COLLECTIONS JUN 16 - AUG 16	COLLECTION %	CORRECTED LEVY*	COLLECTION %
AUTOMOBILE-REGULAR	\$17,749,640.53	77.35%	\$17,685,230.03	77.72%
PERSONAL PROPERTY	\$19,959,243.96	53.33%	\$19,961,151.78	53.32%
REAL ESTATE	\$265,387,336.38	49.73%	\$264,989,276.29	49.80%
TOTAL TAX	\$303,096,220.87	51.58%	\$302,615,658.10	51.66%
SEWER USE	\$15,359,855.00	50.08%	\$15,357,576.00	50.08%
IPP FEE	\$212,250.00	76.44%	\$212,250.00	76.44%

FISCAL YEAR 2015-2016
(2014 GRAND LIST)

ORIGINAL LEVY	JUN 15 - AUG 15	79.48%	\$17,283,774.39	80.17%
AUTOMOBILE-REGULAR	\$17,433,300.64	53.89%	\$18,494,722.94	53.88%
PERSONAL PROPERTY	\$18,492,367.14	49.24%	\$261,121,315.10	49.26%
REAL ESTATE	\$261,229,545.62	51.30%	\$296,899,812.43	51.35%
TOTAL TAX	\$297,155,213.40	50.12%	\$14,653,734.00	50.14%
SEWER USE	\$14,660,068.00	87.97%	\$216,750.00	77.01%
IPP FEE	\$169,750.00			

TAX DIFFERENCE 2015 G.L. vs. 2014 G.L.
INCREASE/(DECREASE)

\$5,941,007.47	\$3,891,048.58	0.28%	\$5,715,845.67	0.32%
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SEWER DIFFERENCE 2015 G.L. vs. 2014 G.L.
INCREASE/(DECREASE)

\$699,787.00	\$344,472.29	-0.04%	\$703,842.00	-0.05%
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IPP DIFFERENCE 2015 G.L. vs. 2014 G.L.
INCREASE/(DECREASE)

\$22,500.00	(\$4,673.83)	-11.53%	(\$4,500.00)	-0.57%
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BACK TAXES COLLECTED

FISCAL YR 2016-2017 (JUL 16 - AUG 16)	FISCAL YR 2015-2016 (JUL 15 - AUG 15)	CUR YR vs. PRIOR YR INC/(DEC)
PRIOR TAXES		
PRIOR SEWER USE FEE	\$1,299,871.72	\$614,862.60
PRIOR IPP FEE	\$53,390.78	\$18,755.22
TOTAL PRIOR TAX, SEWER & IPP	\$2,431.44	\$423.94
	\$1,355,693.94	\$634,041.76
CURRENT INTEREST	\$68,350.95	\$18,407.07
PRIOR INTEREST	\$338,202.39	\$166,302.76
SEWER USE FEE INTEREST	\$21,087.48	\$9,346.07
IPP FEE INTEREST	\$679.81	\$161.06
TOTAL INTEREST COLLECTED	\$428,320.63	\$194,216.96
PRIOR LIEN FEE	\$14,832.64	\$11,352.64
CURRENT LIEN FEE	\$0.00	\$0.00
TOTAL LIEN FEE COLLECTED	\$14,832.64	\$11,352.64
MISC FEES COLLECTED	\$111,711.62	\$105,959.62
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$1,910,558.83	\$945,570.98

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION

TAX COLLECTOR'S REPORT
AUGUST 31, 2016

ADT/L 60-DAY COLLECTION

FISCAL YEAR 2015-2016
(2014 GRAND LIST)

AUTOMOBILE-REGULAR \$17,433,300.64
AUTOMOBILE-SUPPLEMENTAL \$2,846,741.63
PERSONAL PROPERTY \$18,492,367.14
REAL ESTATE \$261,229,545.62
TOTAL TAX \$300,001,955.03

SEWER USE

IPP FEE

\$14,660,068.00
\$189,750.00

ADJ. TAX COLLECTIONS

JUN 15 - AUG 16

\$16,434,223.32
\$2,582,248.75
\$18,193,443.59
\$259,552,320.42
\$296,767,236.08

COLLECTION %

94.27%
90.71%
98.38%
99.36%
98.92%

CORRECTED LEVY*

\$17,133,889.37
\$2,819,116.65
\$18,497,520.06
\$260,117,622.67
\$298,568,148.75

COLLECTION %

95.92%
91.60%
98.36%
99.78%
99.40%

FISCAL YEAR 2014-2015
(2013 GRAND LIST)

AUTOMOBILE-REGULAR \$16,706,950.43
AUTOMOBILE-SUPPLEMENTAL \$2,704,431.83
PERSONAL PROPERTY \$17,794,935.82
REAL ESTATE \$257,672,948.38
TOTAL TAX \$294,879,266.46

SEWER USE

IPP FEE

\$13,851,424.00
\$191,250.00

JUN 14 - AUG 15

\$15,689,803.42
\$2,418,730.37
\$17,089,160.82
\$255,621,844.20
\$290,319,538.81

\$16,366,735.93
\$2,701,616.01
\$17,454,641.80
\$257,213,400.25
\$293,736,393.99

93.91%
89.44%
96.03%
99.20%
98.62%

98.52%
101.49%

TAX DIFFERENCE 2014 G.L. vs. 2013 G.L.
INCREASE/(DECREASE)

\$5,122,688.57
\$5,942,697.27

0.30%
\$4,831,754.76

0.39%

SEWER DIFFERENCE 2014 G.L. vs. 2013 G.L.
INCREASE/(DECREASE)

\$808,644.00
\$898,459.82

0.69%
\$825,714.00

0.56%

IPP DIFFERENCE 2014 G.L. vs. 2013 G.L.
INCREASE/(DECREASE)

(\$1,500.00)
\$3,665.48

2.73%
(\$250.00)

1.80%

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION

NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM

VH. B

PLEASE PRINT

ORGANIZATION NAME: Norwalk Hospital Foundation

NAME OF CORPORATE OFFICER AUTHORIZED

TO EXECUTE THE LICENSE AGREEMENT:

PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS

TITLE:

YOUR NAME: JAMIE DESISTO

TITLE: MANAGER OF SPECIAL EVENTS

ADDRESS: 34 Maple Street

E-MAIL ADDRESS: jaimie.desisto@uconn.org

CITY: Norwalk

STATE: CT

ZIP CODE: 06850

HOME PHONE:

BUSINESS PHONE: (203) 852-2022

CELL PHONE: (203) 545-1916

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: CAMP PASTURE, SHAW MOBILE, SHADY BEACH
TAYLOR FARM

NUMBER OF PARTICIPANTS: 2000

EVENT: UCC Walk & Run

DATE REQUESTED: April 29th 2017

SET UP TIME: 6 AM

STARTING TIME: 7:30 AM

ENDTIME: NOON

RAIN DATE:

(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES

NO

ARE YOU SERVING FOOD: YES

NO

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT?

YES

NO

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT?

YES

NO

ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES?

YES

NO

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED

DEPOSIT/FEES ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

IS THE GROUP GOING TO SWIM? YES

NO

IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES

NO

If yes, name of person(S) _____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: Laura DiMauro Director of Contracting

DATE: 7/27/16

FOR OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES

NO

N/A

DATE:

COMMON COUNCIL APPROVAL:

YES

NO

N/A

DATE:

DIRECTOR'S SIGNATURE:

DATE:

(Signature required)

Date to Committee: 8/14/16

Entered into Calendar:

Deposit Received:

Insurance Received:

Entered into RecTrac:

**NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM**

PLEASE PRINT

ORGANIZATION NAME: Silvermine PTO

NAME OF CORPORATE OFFICER AUTHORIZED
TO EXECUTE THE LICENSE AGREEMENT: _____

PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS

TITLE: _____

YOUR NAME: ERIC BENITEZ

TITLE: PTO President

ADDRESS: 4 Highwood Ave.

E-MAIL ADDRESS: eric.benitez526@

CITY: Norwalk

STATE: CT

ZIP CODE: 06850

HOME PHONE: _____

BUSINESS PHONE: _____

CELL PHONE: (203) 722-0238

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Silvermine Field

NUMBER OF PARTICIPANTS: 150 (-/+)

EVENT: ~~WINTER~~ Silvermine Fall Festival

DATE REQUESTED: 10/22/16

SET UP TIME: 9am

STARTING TIME: 11am

ENDTIME: 3pm

RAIN DATE: _____

(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES _____ NO X

ARE YOU SERVING FOOD? YES X NO _____

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT?

YES

NO

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT?

YES

NO

ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES?

YES

NO

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED
DEPOSIT/FEES ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

IS THE GROUP GOING TO SWIM? YES _____ NO X IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES _____ NO X
If yes, name of person(S) _____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: _____

DATE: _____

8/11/16

FOR OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES _____

NO _____

N/A _____

DATE: _____

COMMON COUNCIL APPROVAL: YES _____

NO _____

N/A _____

DATE: _____

DIRECTOR'S SIGNATURE: _____

DATE: _____

(Signature required)

Date to Committee: _____

9/14/16

Entered into Calendar: _____

Deposit Received: _____

Insurance Received: _____

Entered into RecTrac: _____

WATER RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM

PLEASE PRINT

PERSONAL/FAMILY

~~ASSOCIATION/CLUB~~

COMPANY/BUSINESS

ORGANIZATION NAME: NAA Babe Ruth Girls Softball

NAME OF CORPORATE OFFICER AUTHORIZED

TO EXECUTE THE LICENSE AGREEMENT: Neil Putterman

TITLE: League President

YOUR NAME: Neil Putterman

TITLE: League President

ADDRESS: 3 Valley View Road, Unit #15

E-MAIL ADDRESS: neilputterman@optonline.net

CITY: Norwalk

STATE: CT

ZIP CODE: 06851

HOME PHONE: 203-354-9314

BUSINESS PHONE: 203-316-6862

CELL PHONE: 203-559-9979

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Pavilion at Cranbury Park

NUMBER OF PARTICIPANTS: 250

EVENT: Annual End of Season Picnic

DATE REQUESTED: Saturday, June 17, 2017

SET UP TIME: 8am

STARTING TIME: 12pm

ENDTIME: 5:30pm

RAIN DATE: _____

(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES _____ NO ☒

ARE YOU SERVING FOOD: YES ☒ NO _____

- we provide grill - hamburgers & hot dogs

ARE YOU REQUESTING A TENT? ☒ YES ☒ NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

- 1 10x10 tent for serving food
+ 20x20

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES _____ NO ☒

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES _____ NO ☒

ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES _____ NO ☒

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED
DEPOSIT/FEES ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

IS THE GROUP GOING TO SWIM? YES _____ NO ☒ IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES _____ NO ☒
If yes, name of person(S) _____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: Neil Putterman

DATE: 8/9/16

FOR OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES _____ NO _____

N/A _____

DATE: _____

COMMON COUNCIL APPROVAL: YES _____ NO _____

N/A _____

DATE: _____

DIRECTOR'S SIGNATURE: _____

DATE: _____

(Signature required)

Date to Committee: 9/14/16

Entered into Calendar: _____

Deposit Received: _____

Insurance Received: _____

Entered into RecTrac: _____

NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM

PLEASE PRINT

ORGANIZATION NAME: MBI (Marching Band Inc.) PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS NAME OF CORPORATE
OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Ed Ahumms TITLE: President MBI
YOUR NAME: Erin E. Herring TITLE: _____
ADDRESS: 20 Morgan Avenue E-MAIL ADDRESS: _____
CITY: Norwalk STATE: CT ZIP CODE: 06851
HOME PHONE: 203-855-0531 BUSINESS PHONE: _____ CELL PHONE: 203-984-7241

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Norwalk High School NUMBER OF PARTICIPANTS: 1500
EVENT: US Bands Home Show DATE REQUESTED: Sat October 15, 2016
SET UP TIME: 7:00 AM STARTING TIME: 4:00 PM ENDTIME: 10:00 PM RAIN DATE: N/A
(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES _____ NO X ARE
YOU SERVING FOOD: YES X NO _____

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO;
ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING
STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES NO
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES NO
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES NO

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED DEPOSIT/FEE'S ARE NON
REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

IS THE GROUP GOING TO SWIM? YES _____ NO X IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE
LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES _____ NO _____ If
yes, name of person(s) _____ Each group should have accessible a list with all the children's
names that are attending the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: [Signature] DATE: 9/30/16

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES _____ NO _____ N/A _____ DATE: _____
COMMON COUNCIL APPROVAL: YES _____ NO _____ N/A _____ DATE: _____
DIRECTOR'S SIGNATURE: _____ DATE: _____
(Signature required)

Date to City: _____

9/14/16

NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM

PLEASE PRINT

ORGANIZATION NAME: MBI (Marching Band Inc.) PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS NAME OF CORPORATE
OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Ed Abrams TITLE: President MBI
YOUR NAME: Erin E. Herring TITLE: _____
ADDRESS: 26 Morgan Avenue E-MAIL ADDRESS: _____
CITY: Norwalk STATE: CT ZIP CODE: 06851
HOME PHONE: 203 585-0331 BUSINESS PHONE: _____ CELL PHONE: 203 984-7241

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: N.H.S. High School NUMBER OF PARTICIPANTS: 1500
EVENT: Mac Championships DATE REQUESTED: Sat October 22, 2016
SET UP TIME: 7:00 AM STARTING TIME: 4:00 PM ENDTIME: 10:00 PM RAIN DATE: N/A
(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES _____ NO X ARE
YOU SERVING FOOD: YES X NO _____

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO;
ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING
STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES NO
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES NO
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES NO

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED DEPOSIT/FEES ARE NON
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LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES _____ NO _____ If
yes, name of person(S) _____ Each group should have accessible a list with all the children's
names that are attending the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: [Signature] DATE: 8/20/16

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES _____ NO _____ N/A _____ DATE: _____
COMMON COUNCIL APPROVAL: YES _____ NO _____ N/A _____ DATE: _____
DIRECTOR'S SIGNATURE: _____ DATE: _____
(Signature required)

8/20/16



Stantec Consulting Services Inc.
55 Church Street Suite 601
New Haven CT 06510
Tel: (203) 495-1645
Fax: (203) 495-1652

August 31, 2016

Mr. Mike Mocciaie
Director of Recreation and Parks
City of Norwalk
125 East Avenue
Norwalk, CT 06856

Re: Construction Administration for Turf Field Conversion at Brien McMahon High School

Dear Mr. Mocciaie:

Per your request we are submitting the proposal for additional services for Construction Administration (CA) services for the turf field conversion at Brien McMahon High School.

SCOPE

The scope below is based off assumed construction duration of four (4) months. Stantec's services during construction and our construction administration support are anticipated to include:

- The Consultant will provide assistance in the Administration of the Construction Contract including review of Contractor Submittals, Shop Drawings, and Requests for Information, Schedule of Values and Applications for Payment, Construction Schedules and the preparation of Sketches and Field Reports as required.
- The Consultant shall provide Construction and Quality Control Observation Services during the construction period. The Consultant shall provide attendance to meetings as follows:
 - The Consultant will attend one (1) pre-construction meeting.
 - The Consultant will perform one (1) site visits per week for the construction period.
 - The Consultant will perform two (2) site visits to prepare a Preliminary and Final Punch List. Upon completion of all outstanding items on the Preliminary Punch list and notification by the contactor, the Consultant will perform one (1) site visit for certification of Substantial Completion. Upon completion of all outstanding items on the final punch list and notification by the contactor, the Consultant will perform one (1) final site visit for certification of Final Completion for the scope of work described in the specifications, contract documents and any associated revisions.
- Stantec has included additional time at the end of the Project (12 hours) to assist the Client in Project Closeout.

SCHEDULE

Stantec is prepared to complete the tasks herein upon receipt of authorization to proceed.



August 31, 2016
Mr. Michael Moccia
Page 2 of 2

Reference: Construction Administration for Turf Field Conversion at Brien McMahon High School

FEE

Stantec will provide the services for the scope described herein for the lump sum fee of \$18,500.

Thank you for this opportunity to submit our proposal. Please feel free to contact me if you have any questions or need further information.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Jeff Olszewski, RLA, ASLA
Project Manager
Phone: (203) 495-1654, ext. 7034
Fax: (203) 496-1652
jeff.olszewski@stantec.com

Dave Nardone
Stantec Sport Group Leader/Principal
Phone: (617)-654-6007
Fax: (617)-523-4333
david.nardone@stantec.com

By signing this proposal, City of Norwalk authorizes Stantec to proceed with the additional services herein described and will be bound by the previously authorized Professional Services Terms and Conditions dated February 9, 2016.

Accepted and agreed to for the City of Norwalk by:

Signature

Name (please print)

Title (please print)

Date



Purchasing Department
Finance Group

September 02, 2016

INVITATION TO BID

The City of Norwalk is soliciting bid submissions for the supply and installation of a small generator on the roof of the West Rocks Middle School, to run communications in the event of a power outage. The scope of the work entails: the generator to be installed on a composite mounting pad, and requires hooking up to the server in the room just below the roof, and to the gas service at the back of the school. The requirements of these services are outlined in greater detail within the drawings contained within Section 2- Project Specification.

PROJECT NUMBER:	3703
DEADLINE :	2:00 PM, September 20, 2016
BID TITLE :	Supply and Install of a small generator on the roof of West Rocks Middle School
SITE LOCATION:	West Rocks Middle School 81 West Rocks Road Norwalk, CT 06851

BID DOCUMENTS for this project are available over the Internet at <http://www.norwalkct.org> Adobe Acrobat reader is required to view this document. If you do not have this software you may download the required software from Adobe.

A Pre-bid Conference will be held at 9:30AM, Tuesday, September 13, 2016, meeting in conference room 231 of Norwalk City Hall, 125 East Avenue, Norwalk CT 06851. A walk-through will follow at West Rocks Middle School, 81 West Rocks Road, Norwalk, CT 06851. The pre-bid conference is highly recommended.

All questions must be directed in writing via e-mail or fax to Carleen Megaro, Buyer, e-mail cmegaro@norwalkct.org fax 203-854-7817. The deadline for submission of questions for this bid solicitation is 02:00PM, Friday, September 16, 2016.

Bidders will be required to provide:

- 10% bid bond with your response (see Section 3.1 C).
- Performance, labor, and materials bond for 100% of the project upon award if the contract value exceeds \$50,000.00 (see Section 3.1 C & D).
- Copies of current certifications as applicable to this solicitation.
- Original bid response, plus six (6) copies.

SPECIAL NOTES:

- 1.) **PROJECT SCHEDULE:** Construction shall commence on or about October 11, 2016 and shall be completed on or about November 14, 2016.
- 2.) **BUILDING PERMITS** - Contractors shall obtain and pay for all required permit(s) for this project. Permits fees are NOT waived for this project.

- 3.) References to Department of Public Works, Director of Public Works, and Engineer in section 3 and section 4 are to be interpreted as "Owner's designated representative".
- 4.) Section 4, Item 109-04-2b, Contractor Charges is changed to read "...profit and overhead shall be figured at fifteen (15) percent unless some other basis is approved by the Director."
- 5.) Section 3.8, Liquidated Damages, change to read "Liquidated damages as defined in Article 27 of the Norwalk General Conditions for Construction will be \$250.00 per day.
- 6.) Contractors are hereby reminded that all submitted bid amounts MUST include all costs/insurance premium required to satisfy the various insurance limits as identified in these documents.

BIDDER LISTS (List of Plan Holders) will not be published.

ADDENDAS, if issued, will be available over the Internet at <http://www.norwalkct.org>. It is the responsibility of the bidders to verify the issuance of any addenda. **We strongly suggest that you check for any addenda a minimum of forty eight hours in advance of the bid deadline.**

SUMMARIES will be available any time after 5:00 PM on the day of the bid opening over the Internet at <http://www.norwalkct.org>. The document number to request will be the same as the project number indicated in the invitation to bid. Bid results will not be provided over the phone.

AWARD NOTIFICATION will be issued by mail.

BUSINESSES WITHOUT FAX EQUIPMENT or Internet access may contact the Purchasing Department at 203-854-7712 for this information.

If, after review of the bid documents, your firm is interested in performing the services specified, provide the information requested, sign and return the complete documents, along with your detailed proposal, to the Purchasing Department by the due date. We would appreciate the courtesy of promptly advising us if you do not intend to respond. To properly maintain our records those firms who do not respond may be removed from our vendor records.

SEALED BID RESPONSES : [One (1) Original plus six (6) copies] are to be delivered to:

Norwalk City Hall
Purchasing Department
Room 103
125 East Ave.
P.O. Box 5125
Norwalk, CT 06856-5125

NOTE: The City of Norwalk will not accept any sealed bid submissions via email or facsimile (fax). Please indicate the bid number and bid title on the envelope.

TABLE OF CONTENTS

INVITATION TO BID

SECTION 1 - FORMS OF PROPOSALS

- 1.1 RESPONSE FORM
- 1.2 BIDDERS QUALIFICATIONS
- 1.3 SAMPLE AGREEMENT
- 1.4 INSURANCE COVERAGE REQUIREMENTS

SECTION 2 - PROJECT SPECIFICATIONS

- 2.0 PROJECT TECHNICAL SPECIFICATIONS/DRAWINGS FOR THE SUPPLY AND INSTALL OF A GENERATOR ON THE ROOF OF WEST ROCKS MIDDLE SCHOOL.[NOTE:THE TECHNICAL SPECIFICATIONS IN THEIR ENTIRETY ARE PROVIDED ON DRAWINGS]

SECTION 3 - GENERAL INFORMATION

SECTION 4 - GENERAL CONDITIONS FOR CONSTRUCTION

- CITY OF NORWALK - GENERAL CONDITIONS FOR CONSTRUCTION

SECTION 5 – NORWALK LIVING WAGE ORDINANCE INFORMATION

SECTION 1 – FORMS OF PROPOSAL

1.1A RESPONSE FORM – BID #3703: Supply and Install of a small generator on the roof of West Rocks Middle School

Vendor Name -		
Address -		
Phone -	Fax -	Email -
Manager -		Fed ID#

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied him as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

1. Base Bid – Supply and Install of a small generator on the roof of West Rocks Middle School

Total Lump Sum Price		\$
Total Lump Sum Price in Writing:		
Bid Security in the form of a (check one) is attached.	Bond	Certified Check
Cost for performance bond <u>included in lump sum</u>	\$	per thousand dollars
Insurance Agency Name -		Tel.-
Agency Address -		
Submitted by -		
Authorized Agent of Company (name and title)		Date

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

PROJECT:	3703 Supply and Install of a small generator on the roof of West Rocks Middle School
VENDOR NAME:	

1.2 STATEMENT OF BIDDERS QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1. Number of years in business - _____
2. Number of personnel employed Part-time - _____, Full - _____
3. List projects of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	☐	general partnership	
	☐	limited partnership	
	☐	limited liability corporation	
	☐	limited liability partnership,	
	☐	corporation doing business under a trade name	
	☐	individual doing business under a trade name	
	☐	other (specify)	
5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	<u>Connecticut corporations</u> - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
	<u>Out-of-State corporations</u> - Do you have a valid licence to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No
6. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:			
Business Name			
Address			
City	State	Zip	
Name of Agent			

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

7. The awarded contractor may be required to submit one copy of the following information relative to its company's financial statements prior to contract signing. This information must represent the current circumstance which surrounds the financial position of the bidding organization. Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt + Shareholders' Equity)

8. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

1.3 SAMPLE CONTRACT

"The following document is the City's standard construction services contract. Please be advised that the substantive terms and requirements outlined therein may be revised only with the approval of Norwalk's Corporation Counsel."

**CITY OF NORWALK
CONTRACT FOR CONSTRUCTION SERVICES
WITH «VendorName»
«Project»**

This Contract entered into this _____ day of _____, 2016, by the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter referred to as "CITY"), acting by and through «ContractAuthorizer», its «ContractAuthorizerTitle», duly authorized, and «VendorName», a corporation organized and existing under the laws of the State of Connecticut with an office and principal place of business located at «VendorAddress1» «VendorAddress2», «VendorCity», «VendorState» «VendorZip», acting herein by «VendorAuthorizer», its «VendorAuthorizerTitle», duly authorized (hereinafter the "CONTRACTOR").

WITNESSETH: That the CITY and CONTRACTOR, for the consideration hereinafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE

The CONTRACTOR shall (a) furnish all the materials, machinery, implements, tools, labor, services, and other items of every kind (the "Work") using its best skill and attention required to perform and complete in the most substantial and workmanlike manner the project generally identified as «Project» (hereinafter the "Project"). The Work shall be performed in strict compliance with the City of Norwalk Department of Public Works General Provisions; the general and technical specifications and conditions of contract; the Project Plans; Special Conditions and Addenda; State Labor Department minimum wage rates; any addenda to the specifications; and all requirements of the Contract Documents, as defined herein.

The CITY will compensate the CONTRACTOR for the satisfactory completion of the Project and of all of the CONTRACTOR's duties, obligations and responsibilities under this Contract, subject to additions and deductions as

herein provided, the total sum of
«ContractBudgetInEnglish» (\$«ContractBudget») in the manner
set forth herein and the Contract Documents.

The Project shall be performed in accordance with the true intent and meaning of the Contract Documents without any expense of any nature whatsoever to the CITY exceeding the compensation stated herein. The CONTRACTOR's Work hereunder shall be overseen by «VendorAuthorizer», its duly authorized «VendorAuthorizerTitle».

The CONTRACTOR hereby represents that it has carefully examined and understands all of the terms and requirements of the Contract Documents, has investigated the nature, locality and site of the Project (the Site) and the conditions and difficulties under which it is to be performed and that it enters into this Contract on the basis of its own examination, investigation and evaluation of such and not in reliance on any opinions or representations of the CITY or any third party, including any officer, agent, servant or employee thereof.

ARTICLE 2. ADMINISTRATION OF CONTRACT BY CITY

The Work to be performed under this Contract shall be administered on behalf of the CITY by «DepartmentHead», «DepartmentHeadTitle», referred to as the "Director." The CONTRACTOR acknowledges and agrees that any instructions, reviews, advice, approvals or directives rendered to it by the Director or his designated representative consistent with the Contract Documents are authorized on behalf of the CITY. However, notwithstanding the above, no advice, directive or other recommendation or request by the CITY shall give rise to liability or responsibility on the CITY's part for any portion of the Work, nor shall it relieve the CONTRACTOR of its responsibilities hereunder.

ARTICLE 3. DOCUMENTS FORMING THE CONTRACT

The Contract Documents shall be deemed to include the Bid Documents; Addendum No. 1; the CONTRACTOR's bid response, dated _____; this written Contract, including all bonds and insurance certificates; the City of Norwalk Department of Public Works General Provisions; the general and technical specifications and conditions for the Project; the Project plans; Special Conditions and Addenda; State Labor Department minimum wage rates (if applicable); any addenda to the specifications; and all provisions required by law to be inserted in this Contract, whether or not physically inserted.

This Contract will supersede any Contract or contract form that may have been included in the bid specifications, which form was included for information purposes only, and any writings or documents not incorporated herein by specific reference. This Contract, together with the other Contract Documents are all intended to supplement and complement each other and shall, to the fullest extent possible, be so construed and interpreted. If, however, any provision of this Contract irreconcilably conflicts with any provision of the other Contract Documents, the provision imposing a greater obligation on the CONTRACTOR shall govern.

ARTICLE 4. EXAMINATION OF DOCUMENTS AND SITE

The CONTRACTOR confirms that it has carefully examined the Project Site, as well as its surrounding territory. As a result, the CONTRACTOR acknowledges that it is fully informed regarding all existing conditions, both natural and manmade, as well as all such above grade, at grade and subsurface conditions that may in any way affect the Work to be done and labor and materials to be furnished for the proper completion of the Project, including, by way of example, the existence of poles, wires, pipes, ducts, conduits and other facilities and structures of municipal and public service corporations on, over or under the Project site. The CONTRACTOR further acknowledges that it has secured such information by personal investigation, research, and inquiry into all reasonably available data concerning the actual Site and has not relied upon the estimates or records of the CITY; and that it will make no claim against the CITY by reason of reliance on any such estimates, tests, information, data or representations made by any officer, agent, representative or employee of the CITY, or for costs incurred as a result thereof.

In addition, the CONTRACTOR agrees that, prior to starting any part of the Work, it shall carefully study and compare the various drawings, plans and other Contract Documents relative to that portion of the Work in order to facilitate construction and determine whether inconsistencies or conflicts exist.

ARTICLE 5. DATE OF COMPLETION

The CONTRACTOR further agrees that it will begin the Project herein described within ten (10) days of the date hereof, unless written instruction from the Director is given to begin at a different date. The CONTRACTOR shall diligently and continuously prosecute and complete the same

and coordinate its Work with all other work being performed on the Project according to any schedules that may be issued from time to time during the Project and any other scheduling requirements listed in the Contract Documents, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of any part of the Project and so that the Project shall be entirely completed no later than «CompletedDate» (the "Completion Date"), unless such Completion Date is extended by written notice signed by the Director.

THE CONTRACTOR ACKNOWLEDGES THAT TIME IS OF THE ESSENCE IN TERMS OF COMPLETION OF THE CONTRACTOR'S WORK HEREUNDER.

No extension beyond this date of completion shall be effective unless in writing signed by the Director. Any extension shall be for such time and upon such terms and conditions as may be set by the Director, which may include charges for professional services, engineering and inspection expenses incurred, (including expenses incurred by railroad companies on contracts which affect a railroad right of way) as a result. Notice of application for any extension shall be filed with the Director at least fifteen (15) days prior to the date of completion set forth above.

The CONTRACTOR shall work during such days and times as required by the CITY so as not to interfere with its use or operation of the Site. However, if the CITY deems it necessary, it may direct the CONTRACTOR to work overtime. If so directed, the CONTRACTOR shall work overtime and, provided that it is not in default under any of the terms or provisions of this Contract or of other Contract Documents, the CITY will pay the CONTRACTOR for such actual additional wages paid directly for such overtime work, if any, at rates which have been approved by the CITY.

The CONTRACTOR shall contribute to and cooperate with the development of the Project schedules and other efforts to achieve timely completion of the Work. The CONTRACTOR shall be required to provide information for the scheduling of the times and sequence of operations required in order for its Work to meet the CITY's overall schedule requirements and it shall continuously monitor the Project schedule so as to be fully familiar with the timing, phasing and sequence of operations of the Work and of any other work performed by others on the Project. The CONTRACTOR shall diligently execute the Work in accordance with the requirements of the Project schedule including any revisions thereto.

In the event the CONTRACTOR is delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Work by any cause including, but not limited to, any act, omission, neglect, negligence or default of the CITY or of anyone employed by it, or by any other contractor or subcontractor on the Project, or by damage caused by fire or other casualty or by any other cause beyond the control of and not due to any fault, neglect, act or omission of the CONTRACTOR, its officers, agents, employees, subcontractors or suppliers, the CONTRACTOR's exclusive remedy shall be an extension of time for a period equivalent to the time lost by reason of any and all of the aforesaid causes. Provided, however, that the CONTRACTOR shall not be entitled to any such extension of time unless the CONTRACTOR (1) notifies the CITY in writing of the cause or causes of such delay, obstruction, hindrance or interference within forty-eight (48) hours of the commencement thereof and (2) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof. Notwithstanding the foregoing, if any of the Contract Documents are at variance with granting such time extension, then the provisions of such documents shall control.

In no event shall the CONTRACTOR be entitled to money damages or an adjustment to the sum payable hereunder by virtue of any such delay.

In the event of a delay in the progress of the Work or disruption of, hinderance, obstruction, or interference with the Work due to any fault, neglect, action or omission of the CONTRACTOR or any of its officers, agents, servants, employees, subcontractors or suppliers which results in any additional cost, expense, liability or damage to the CITY including, legal fees and disbursements incurred by the CITY (whether incurred in defending claims arising from such delay or in seeking reimbursement or indemnity from the CONTRACTOR and/or its surety hereunder or otherwise) or any damages or additional costs or expenses for which the CITY may or shall become liable, no extension of time shall be granted and the CONTRACTOR (and its surety) shall be liable to compensate the CITY for and indemnify it against all such costs, expenses, damages and liability. In addition, the CONTRACTOR shall not only fulfill all of its obligations imposed by this Contract at its own cost and expense, but also work such overtime as may be necessary to make up for all time lost in the performance of the Work and of the Project. Should the CONTRACTOR fail to make up

for the time lost by reason of such delay, the CITY shall have the right to hire other contractors to work overtime, if needed, and to take whatever other action it deems necessary to avoid delay in the completion of the Work and of the Project. The cost and expense of such overtime and/or such other action, including all other consequential damages and expenses, shall be borne by the CONTRACTOR hereunder.

ARTICLE 6. CONTINGENCIES, EXTRA WORK, AND CHANGES

Whenever the CITY determines that, for any reason deemed to be in the best interests of the Project, the scope of Work or plans for the Project should be revised to provide for changes, deletions, contingencies, additional or extra work, it may issue a Change Order to the CONTRACTOR. Once the CITY has issued and signed a written Change Order in its standard form, the CONTRACTOR shall forthwith comply with the specifications of such Change Order. In such event, allowances for additions and/or deductions to the prices listed in the bid documents will be made commensurate with such changes in the scope or extent of the Work. Any such action by the CITY shall not constitute grounds for a claim by the CONTRACTOR for damages, loss of anticipated profits, or for costs resulting from any variations between the approximate quantities and quality of Work contemplated in the bid documents and as built.

All changes, additions or omissions in the Work ordered in writing by the CITY shall be deemed to be a part of the Work hereunder and shall be performed and furnished in strict accordance with all of the terms and provisions of the Contract Documents based on a negotiated cost for the Work and materials. The CONTRACTOR shall be responsible for keeping its surety informed of all such modifications to this Contract. The obligations of CONTRACTOR's surety shall not be reduced, waived or adversely affected by the issuance of such Change Orders, additions or deductions and the CITY shall not be required to inform the surety of the same or to obtain the consent of the surety to such modifications.

Payment for any unforeseen Work and/or changes shall be made as provided for in the Standard Specifications.

ARTICLE 7. MEANS AND METHODS

The CONTRACTOR shall supervise and direct the Work

using its best skill and attention in order to perform and complete the Project according to the Contract Documents in a timely and workmanlike manner. The CONTRACTOR shall be responsible for safeguarding the Site and all adjacent property from damage and for implementing all reasonable and necessary construction means, methods, techniques, sequences and procedures for safety precautions, protection against vandalism, and compliance with fire insurance rating bureau procedures, in connection with the performance of the Work. CONTRACTOR further assumes responsibility for all actions and omissions of its agents, employees, subcontractors, suppliers and all of their respective agents, employees and any other person performing any part of the Work.

ARTICLE 8. NO COLLUSION OR FRAUD

The CONTRACTOR hereby agrees that all persons interested as principal or principals in the bid or proposal submitted by the CONTRACTOR for this Project are named therein; that this Contract has been secured without any connection with any person or persons other than those named; that this Contract was secured without collusion or fraud; and that neither any officer nor employee of the CITY, nor any member of the immediate family of any such person, has or will have a financial interest in the performance of this Contract, in the supplies, Work or business to which it relates, or in any portion of the profits thereof.

ARTICLE 9. ESTIMATES AND PAYMENT

As the Project progresses in accordance with the Contract and in a manner that is satisfactory to the CITY, the CITY hereby agrees to make payments to the CONTRACTOR, based upon the prices set out in the CONTRACTOR's Proposal. The procedure for processing payments is as follows: on or before the last day of each month the CONTRACTOR shall submit to the CITY, in the form required by the CITY, a written Application For Payment showing the value of the Work performed and in place as of that date. From this amount shall be deducted all previous payments and all charges for services, materials, equipment and other items chargeable to the CONTRACTOR. The balance of such Application must be approved by the CITY and should represent the value of Work done and material furnished in accordance with the terms and conditions of this Contract during the preceding month. The CONTRACTOR shall be paid ninety-five (95%) percent of such amount. The five (5)

percent retained shall be held by the CITY until final completion and acceptance of all Work covered by this Contract; compliance by the CONTRACTOR with all of its responsibilities hereunder including the provision of signed waivers of lien from CONTRACTOR, its subcontractors and suppliers; the posting of a twenty-five percent (25%) maintenance bond by the CONTRACTOR insuring the Project for a period of two (2) years from the date of final acceptance; and the making of all payments due all subcontractors and material suppliers in connection with the Project. Nothing herein shall modify or limit detailed payment provisions contained in the Contract Documents and approved by the Director.

Prior to commencing the Work, the CONTRACTOR shall submit to the CITY a detailed Schedule of Values showing the breakdown of the total contract price into its various parts for approval. The CITY may modify the Schedule of Values, or may require additional information or a more detailed breakdown of costs, subject to their final approval. All Applications for Payments will thereafter be submitted according to the approved payment Schedule.

The CITY reserves the right to advance the date of any payment (including the final payment) under this Contract if, in its judgment, it becomes desirable to do so.

The CONTRACTOR agrees that, if and when requested to do so by the CITY, it shall furnish such information, evidence and substantiation as the CITY may require with respect to the nature and extent of all obligations incurred by the CONTRACTOR for or in connection with the Work, all payments made by the CONTRACTOR thereon, and the amounts remaining unpaid and the reasons therefor.

The CONTRACTOR warrants that: (1) title to Work, materials and equipment covered by an Application for Payment will pass to the CITY either by incorporation in construction or upon receipt of any payment for the same by the CONTRACTOR, whichever occurs first; (2) Work, materials and equipment covered by Applications for Payment shall be free and clear of liens, claims, security interests or encumbrances; and (3) no Work, materials or equipment covered by an Application for Payment shall be acquired by the CONTRACTOR, or any other entity or person performing any Work at the Site or furnishing materials or equipment for the Project, subject to an Contract or arrangement under which any interest therein or an encumbrance thereon is retained by the seller of such or is otherwise imposed by the CONTRACTOR or such other entity or person.

With each Application For Payment the CONTRACTOR shall certify to the CITY that the Work, for which payment is requested, has been fully completed in accordance with the Contract Documents; that all amounts owed to any subcontractor and subconsultant for Work or materials covered by all previous progress payments have been paid in full; and that the CONTRACTOR has no claim outstanding against the CITY related to this, or any previous progress payment, except any such claim as has been previously served by way of a detailed, verified statement upon the CITY prior to the filing of such Application For Payment. If requested to do so, the CONTRACTOR will file signed Waivers of Lien with each Application for Payment in a form satisfactory to the CITY.

The CONTRACTOR's refusal to accept any payment as tendered shall constitute a waiver of any right to interest thereon.

It is further agreed that so long as the CONTRACTOR fails to comply with any lawful or proper direction concerning the Work or material given by or on behalf of the Director, the CONTRACTOR shall not be entitled to have any estimate made for the purpose of payment. No such estimate shall be rendered until the CONTRACTOR fully and satisfactorily complies with all such directions.

If any of the following occurs: (1) a claim or lien is made or filed with or against the CITY, the Project, or the Project funds by any person claiming that the CONTRACTOR or any subcontractor or other person under subcontract has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work; (2) there is evidence of such nonpayment or of any claim or lien for which, if established, the CITY might become liable and which is chargeable to the CONTRACTOR; (3) the CONTRACTOR or any subcontractor or other person under subcontract causes damage to the Work or to any other work on the Project; (4) or if the CONTRACTOR fails to perform or is otherwise in default under any of the terms or provisions of this Contract, the CITY shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (i) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (ii) make good any such nonpayment, damage, failure or default, and (iii) compensate the CITY for and indemnify and hold it harmless against any and all actual or potential losses, liabilities, damages, costs and

expenses, including legal fees and disbursements, which may be sustained or incurred in connection therewith. The CITY shall have the right to apply and charge against the CONTRACTOR so much of the amount retained as may be required for the foregoing purposes. If the amount is insufficient therefor, the CONTRACTOR shall be liable for the difference and promptly pay the same to the CITY. No person shall have any right or claim by reason of the CITY's failure or refusal to withhold monies. No interest shall be payable by the CITY on any amounts withheld under this provision.

This provision is not intended to limit or in any way prejudice any other right of the CITY.

No payment (final or otherwise) made under or in connection with this Contract shall be conclusive evidence of the proper performance of the Work or of this Contract, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials nor shall it release the CONTRACTOR from any of its obligations under this Contract; nor shall entrance upon and use of the Site by the CITY constitute acceptance of the Work or any part thereof.

If, in the judgment of the Director, the Project is "substantially," although not entirely, completed, and in this event the withholding of the retained percentage would be an injustice to the CONTRACTOR, the Director may, provided that he receives certification that the essential items in the Contract have been completed in accordance with the terms of the Contract, include in the final account such uncompleted items. The CITY will pay the CONTRACTOR therefor at the item prices in the Contract upon the CONTRACTOR's depositing with the Director a certified check drawn upon a legally incorporated bank or trust company equal to at least double the value of such uncompleted Work. The deposit may be used by the Director to complete the uncompleted portion of the Contract and any unused portion may be returned to the CONTRACTOR upon its satisfactory completion of the uncompleted Work within a specified number of working days after it has been notified to proceed.

ARTICLE 10. PAYMENT TO SUBCONTRACTORS AND SUPPLIERS

The CONTRACTOR shall, within thirty (30) days after its receipt of payment from the CITY, pay all amounts due any supplier or subcontractor, whether for labor performed or materials furnished hereunder, when such labor or

materials have been included in a requisition submitted by the CONTRACTOR and paid by the CITY.

The CONTRACTOR shall include in each of its contracts and subcontracts hereunder a provision requiring each contractor or subcontractor to pay all amounts due any of its own subcontractors, (second tier subcontractors), whether for labor performed or materials furnished, within thirty (30) days after such contractor or subcontractor is paid by the CONTRACTOR an amount that includes payment for labor or materials furnished by such second tier subcontractor.

ARTICLE 11. FINAL PAYMENT

Final payment and payment of any amounts retained shall not become due until the following conditions precedent have been met: (1) the CITY accepts the Project and approves of all the Work performed hereunder; (2) the CONTRACTOR submits the following documents satisfactory to the CITY (a) certification that all payrolls, bills for materials, labor and equipment, and all other indebtedness connected with the Project, for which the CITY or CITY's property might be liable, have been paid or otherwise satisfied and that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, materials, equipment or other items performed, furnished or incurred for or in connection with the Work; (b) written consent of surety, if applicable; (c) a certificate confirming that insurance required by the Contract Documents is to remain in force for the required period of time following completion of the Work; (d) a satisfactory maintenance bond posted with the CITY ensuring the Project in compliance with Section 109-13 of the General Conditions for a period of two (2) years from the date of final acceptance; (e) the CONTRACTOR provides all required certifications that all products and materials comply with applicable specifications and have been properly installed and/or incorporated into the Project including all applicable manufacturers' warranties for same; (f) any other information and documentation establishing payment or satisfaction of all outstanding obligations, to the extent and in such form as may be designated by the CITY, such as, by way of example only, receipts, releases and waivers of liens, including the execution and delivery by the CONTRACTOR, in a form satisfactory to the CITY, of a general release running to and in favor of the CITY; (g) all required Certified Payrolls acceptable to the State of Connecticut Department of Labor; and (h) all Change Orders with sufficient backup/documentation acceptable to the

CITY. Should any claim be made or other obligation arise after final payment is made, the CONTRACTOR shall refund to the CITY all expenses paid by the CITY to satisfy, discharge or defend against any such claim, obligation or lien or any action brought or judgment recovered thereon and all costs and expenses, including legal fees and disbursements, incurred in connection therewith.

If the CONTRACTOR cannot, for reasonable cause not of its own fault, furnish any such information or documentation required by the CITY, the CONTRACTOR may furnish a bond satisfactory to the CITY promising to indemnify the CITY against any Project related, outstanding obligation. If any lien remains unsatisfied after final payments are made by the CITY, the CONTRACTOR shall reimburse the CITY for moneys the CITY may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Final payment being tendered by the CITY shall constitute a waiver of claims by the CITY except those arising from:

- A. unsettled liens;
- B. faulty or defective Work or materials;
- C. failure of the Work or materials to comply with requirements of the Contract Documents; or
- D. terms of special warranties provided by the CONTRACTOR, its suppliers, or its subcontractors, or within the Contract Documents.
- E. Claims arising after the authorization of any payment.

Acceptance by the CONTRACTOR, or anyone claiming by or through it, of any interim or final payment hereunder shall constitute and operate as a release of the CITY from any and all claims of any liability or responsibility to the CONTRACTOR for anything done to, furnished for, relating to or in connection with the Project hereunder, and for any act, neglect, default on the part of the CITY or any of its officers, agents, or employees unless the CONTRACTOR serves a detailed and verified statement of claim upon the CITY prior to the acceptance of such payment. Such statement shall specify the items and details upon which the claim is based and any claim shall be limited to such items. The CONTRACTOR's refusal to accept the final payment as

tendered shall constitute a waiver of any right to interest thereon.

ARTICLE 12. FINAL ACCEPTANCE OF WORK

When, in the opinion of the Director, the CONTRACTOR has fully performed all the required Work under this Contract and any Change Orders issued for the Project to the CONTRACTOR, the Director shall recommend the acceptance of the Work so completed. If the recommendation is accepted, the CITY shall thereupon notify the CONTRACTOR in writing of such acceptance, and copies of such acceptance shall be sent to other interested parties. However, the CITY has the right to reject the whole or any portion of the Work should it be found or known to be inconsistent with the terms of the Contract Documents or otherwise improper. All certifications upon which partial payments may have been made, being merely estimates, are subject to correction in the final determination or upon final payment.

ARTICLE 13. SAFETY

The CONTRACTOR agrees that it is responsible for preventing accidents and ensuring safety of all persons engaged in the Project or in the vicinity of the Work including members of the general public. The CONTRACTOR shall comply with all laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with all safety standards established during the progress of the Work.

The CONTRACTOR shall at all times provide sufficient, safe and proper facilities for the inspection of the Work by the CITY and its authorized representatives in the field, at shops or at any other place where materials or equipment for the Work are in the course of preparation, manufacture, treatment or storage. The CONTRACTOR shall, immediately upon receiving written notice from the CITY, stop any part of the Work which is deemed unsafe and proceed to take down all portions of the Work and remove all materials whether worked or unworked, that may be noted as unsound, defective or improper or as in any way failing to conform to this Contract or the Plans, Specifications or other Contract Documents. The CONTRACTOR, at its own cost

and expense, shall replace the same with proper and satisfactory Work and materials and make good all Work damaged or destroyed by or as a result of such unsound, defective, improper or nonconforming Work or materials or by the taking down, removal or replacement thereof. The CONTRACTOR agrees that it shall not have nor make any claim for costs, damages, delays or extensions of time arising out of such stoppages. Should the CONTRACTOR neglect to take such corrective measures, the CITY may do so at the cost and expense of the CONTRACTOR and may deduct the cost thereof from any payments due or to become due to the CONTRACTOR.

Notwithstanding the foregoing, CONTRACTOR shall at all times be responsible for ensuring the safety of all persons and property at the Site, regardless of any action or failure to act on the part of the CITY. Nothing set forth herein, nor any action or failure to act by the CITY, shall relieve the CONTRACTOR of its obligations and responsibilities with regard to safety and safeguarding of the Site and all persons and property thereon or adjacent thereto.

ARTICLE 14. COMPLIANCE WITH GOVERNMENTAL LAW AND REGULATIONS

The CONTRACTOR shall comply with all applicable laws, codes and regulations governing the Work and the Project, including any and all special requirements of the Contract Documents, including specifically the City of Norwalk Code Chapter 34 and shall require the same of its Trade Contractors and Subcontractors. In addition, all Trade Contractors and Subcontractors working on the Project shall have, throughout the period of the Work, valid State of Connecticut Department of Consumer Protection issued licenses to do business according to the current, applicable regulations.

A. Equal Employment Opportunity and Affirmative Action

The CONTRACTOR for itself and all subcontractors and subconsultants employed in connection with the Project shall agree to abide by the provisions of State of Connecticut Executive Orders Numbers 3 and 17 and Presidential Executive Orders Numbers 11246, 11375 and 11063.

The CONTRACTOR or its subcontractors and subconsultants further agree and warrant that in the performance of this Contract it will not discriminate or

permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness -unless it is shown by the CONTRACTOR, its subcontractors and/or subconsultants that such disability prevents performance of the Work involved in any manner prohibited by the laws of the United States or of the State of Connecticut. The CONTRACTOR further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability including, but not limited to, blindness -unless it is shown by the CONTRACTOR that such disability prevents performance of the work involved. The terms stated in this paragraph shall be defined as set forth in Connecticut General Statutes Section 4a-60(d).

The CONTRACTOR shall not permit any coercion, intimidation, threatening or interference with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by state or federal laws, including without limitation, the Americans with Disabilities Act.

The CONTRACTOR agrees to comply with any request of the City of Norwalk or the Connecticut Commission on Human Rights and Opportunities to provide information and permit access to pertinent books, records and accounts concerning its employment practices and procedures.

For purposes hereof, discrimination in employment shall include, but need not be limited to, employment advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment and selection for apprenticeship.

The CONTRACTOR agrees and warrants that it will make good faith efforts to employ minority business enterprises as contractors, subcontractors and suppliers of materials on or related to the Project. For purposes of this paragraph the term "minority business enterprise" shall be defined as set forth in Connecticut General Statutes Section 4a-60(e).

The CONTRACTOR will cause the foregoing provisions to be inserted in all trade contracts and subcontracts for any Work related to the Project or covered by this Contract so that such provisions will be binding upon each trade contractor and subcontractor.

B. In addition, CONTRACTOR shall comply and shall require its trade contractors and subcontractors who perform any Work in connection with the Project to comply with all current, applicable terms of the following, as the same may be amended from time to time:

- The Civil Rights Act of 1964, as amended;
- Federal Labor Standards (29 CFR Parts 3, 5 and 5a);
Davis Bacon Act;
- Copeland "Anti-Kickback" Act (18 USC 874), as supplemented in the Department of Labor Regulations (20 CFR - Part 3);
- Flood Disaster Protection Act (PL 93-291);
- Hatch Act (Title 4 USC Chapter 15);
- Section 504 of the Rehabilitation Act of 1973;
- The Americans With Disabilities Act;

C. Prevailing Wage Requirements

This Contract shall be subject to the Connecticut State Prevailing Wage regulations and requirements and applicable prevailing wage rates- as such may be amended or revised from time to time; and

The CONTRACTOR shall comply, at its own cost, with all such applicable prevailing wage rate regulations, as the same may be revised or amended from time to time. Under no circumstances shall the CONTRACTOR be entitled to any additional payment or any increase in the costs, fees or expenses payable by the CITY hereunder, based on any increase in the cost of compliance with applicable regulations, requirements or any increase in the applicable, prevailing wage rates.

D. State Labor and Employment Regulations

Pursuant to Connecticut General Statutes, Section 31-52a, the following provision shall be incorporated into this Contract and each subcontract hereunder insofar as this Contract or any such subcontract relates to a public works project, including, but not limited to, construction,

remodeling or repairing of any public facility or structure (except public buildings covered by Section 31-52), site preparation or improvement, appurtenances or highways, or the preparation or improvement of any land or waterway on or in which a structure is situated or to be constructed:

In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the State who are, and continuously for at least six (6) months prior to the date hereof have been, residents of this State, and if no such person is available then to residents of other states.

Pursuant to Connecticut General Statutes, Section 31-53, the following provision shall be incorporated into this Contract and each subcontract hereunder for work relating to the construction of a public works project where the total cost of all Work to be performed in connection with the Project is Four Hundred Thousand Dollars (\$400,000.00) or more, or for work relating to the remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project if the total cost of all work to be performed in connection with such project is One Hundred Thousand Dollars (\$100,000.00) or more:

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the Work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the CITY of Norwalk. Any contractor who is not obligated by Contract to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

In the event that the CITY determines that any mechanic, laborer or workman employed by the CONTRACTOR or any subcontractor directly on the Site for the Work contemplated hereunder has been or is being paid a rate of wages less than that required to be paid, as stated herein, the CITY may, by written notice to the CONTRACTOR,

terminate the CONTRACTOR's right to proceed with the Work hereunder or such part of the Work for which there has been a failure to pay the required wages. In the event of such termination, the CITY may prosecute the Work to completion by contract or otherwise and the CONTRACTOR and its sureties shall be liable to the CITY for all costs incurred thereby in excess of the compensation to be paid under this Contract.

Each employer subject to the provisions of Section 31-53 of the Connecticut General Statutes shall comply with the applicable requirements at its own cost and expense and shall not be entitled to any additional payment or increase in its fees payable hereunder as a result of or due to the cost of compliance.

ARTICLE 15. RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT

A. If, at any time, the CITY determines that the Work hereunder is not being performed according to the Contract or for the best interest of the CITY or should the CONTRACTOR at any time refuse or neglect to supply a sufficient number of skilled workers or materials of the proper quality and quantity; or fail in any respect to prosecute the Work with promptness and diligence; or cause by any act or omission the stoppage, impede, obstruct, hinder or delay of or interference with or damage to the Work of any other contractors or subcontractors on the Project; or fail in the performance of any of the terms and provisions of this Contract or of the other Contract Documents; or should there be filed by or against the CONTRACTOR a petition in bankruptcy or for an arrangement or reorganization; or should the CONTRACTOR become insolvent or be adjudicated a bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency -- then in any of such events, each of which shall constitute a default hereunder on the CONTRACTOR's part, the CITY shall have the right, in addition to all other rights and remedies provided by this Contract and the other Contract Documents or by law, to temporarily suspend the execution of the Work by the CONTRACTOR and proceed with the Work under its own direction in accordance with the Contract specifications and in such manner as the Director determines to be in the best interests of the CITY or, the CITY may terminate the CONTRACTOR's employment under this Contract while it is in progress, and thereupon proceed with the Project in such manner and by such process as it determines to be in the

best interest of the Project.

In any of the foregoing events, the CONTRACTOR shall not be entitled to receive any further payment under this Contract until the Work shall be wholly completed to the satisfaction of the CITY, as evidenced by written acceptance signed by the Director. All costs, expenses, losses and damages, including attorneys' fees, and all other charges incurred by the CITY for the completion of the Work as a result shall be charged to the CONTRACTOR and deducted by the CITY from any monies due or payable or to become due or payable hereunder. Such costs and expenses shall include not only the cost of completing the Work to the satisfaction of the CITY and of performing and furnishing all labor, services, materials, equipment, and other items required therefor, but also all losses, damages, costs and expenses, (including legal fees and disbursements incurred in connection with reprocurement, in defending claims arising from such default and in seeking recovery of all such costs and expenses from the CONTRACTOR and/or its surety), and disbursements sustained, incurred or suffered by reason of or resulting from the CONTRACTOR's default. If such costs and expenses and other charges exceed the amount stated herein, such excess amount shall be charged to and promptly paid by the CONTRACTOR to the CITY. In computing the amounts chargeable to the CONTRACTOR, the CITY shall not be held to a basis of the lowest prices for which the completion of the Project or any part thereof might have been accomplished, but the CONTRACTOR shall be liable for all sums actually paid or expenses actually incurred in affecting prompt completion of the Project hereunder. The rights described herein are in addition to any other rights and remedies provided by law.

Should the CITY reactivate the performance of the Project, in whole or in part, within one (1) year from the time of suspension, any fees paid to the CONTRACTOR pursuant to this Contract shall be applied as payment on the fees as set forth in the Contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year but not sooner, the CONTRACTOR and the CITY may renegotiate the Contract based upon current conditions or may unilaterally elect to terminate the Contract.

Termination or suspension under this section shall not give rise to any claim against the CITY for damages or compensation in addition to that provided hereunder.

ARTICLE 16. INTERPRETATION OF PLANS/SHOP DRAWINGS

The Work shall be performed and furnished under the direction and to the satisfaction of the CITY and, where appropriate, its Architect or Engineer. The CONTRACTOR shall be responsible for identifying any ambiguity in, or difference in interpretation of the plans, specifications or other Contract Documents, or between or among any of them, and immediately submitting the issue to the CITY, which will transmit the same to the responsible professional designer (i.e., Professional Engineer or Architect) who shall resolve the same. Any decision in relation thereto shall be final and conclusive upon the parties. The CITY will furnish to the CONTRACTOR any additional information and Plans as may be prepared to further describe the Work and the CONTRACTOR shall conform to and abide by the same.

Notwithstanding the dimensions on the Plans, Specifications and other Contract Documents it shall be the obligation and responsibility of the CONTRACTOR to take such measurements as will insure the proper matching and fitting of the Work covered by this Contract with contiguous work.

The CONTRACTOR shall prepare and submit to the Director such shop drawings as may be necessary to describe completely the details and construction of the Work. Approval of such shop drawings shall not relieve the CONTRACTOR of its obligation to perform the Work according to the Plans, Specifications, the Special Conditions, Addenda and all other Contract Documents, nor of its responsibility for the proper matching and fitting of the Work with contiguous work and the coordination of the Work with other work being performed on the Site, which obligation and responsibility shall continue until completion and acceptance of the Project.

The CONTRACTOR's submission of a shop drawing shall constitute the CONTRACTOR's representation that it has reviewed the submission for accuracy and compliance with all Contract Documents and that, wherever engineering is required to be performed, same has been performed by a qualified and licensed engineer which shall have responsibility therefor.

Should the proper and accurate performance of the Work hereunder depend upon the proper and accurate performance of other work not covered by this Contract, the CONTRACTOR shall carefully examine such other work, determine whether

it is in fit, ready and suitable condition for the proper and accurate performance of the Work hereunder, use all means necessary to discover any defects in such other work, and before proceeding with the Work hereunder, report promptly any such improper conditions and defects to the CITY in writing and allow the CITY a reasonable time to have such improper conditions and defects remedied.

ARTICLE 17. REJECTED WORK AND MATERIAL

In the event the CITY finds that the materials furnished, the finished Project or the Work performed hereunder by the CONTRACTOR, for any reason, does not conform with the requirements of the Contract Documents including any performance and Project specifications and has resulted or will result in an inferior or unsatisfactory product, the materials or Work shall be removed and replaced or otherwise corrected, to the satisfaction of the CITY, by and at the expense of the CONTRACTOR.

The CONTRACTOR agrees that it shall at once remove from the Site at its own expense all Work or material which may be rejected by the CITY and replace the same with Work or material satisfactory to the CITY. All Work shall be in a first class and satisfactory condition at the time of final acceptance.

ARTICLE 18. LAWS, PERMITS, AND LICENSES

The CONTRACTOR shall observe all Federal, State, and local laws and regulations and shall procure all necessary licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work hereunder without any additional charge or expense to the CITY. CONTRACTOR shall be responsible for and shall correct, at its sole cost and expense, any violation thereof resulting from or in connection with the performance or failure to perform the Work.

The CONTRACTOR shall at any time upon demand furnish such proof as the CITY may require showing such compliance and the correction of such violations. The CONTRACTOR agrees to save harmless and indemnify the CITY, its officers and employees, from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the CONTRACTOR's failure to comply with any

of said laws, ordinances, rules, regulations, standards, orders, notices or requirements or to correct such violations therefor in connection with the performance of Work.

ARTICLE 19. EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR shall agree to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning its employment practices and procedures.

The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any of the Work covered by this Contract so that such provisions will be binding upon each subcontractor.

ARTICLE 20. SUCCESSORS AND ASSIGNS

This Contract shall bind the successors, assigns and representatives of the parties hereto. Notwithstanding the foregoing, this Contract may not be assigned by the CONTRACTOR nor shall the CONTRACTOR's rights, title or interest herein or hereto be assigned, transferred, conveyed, sublet, or disposed of without the previous written consent of the Director.

ARTICLE 21. RESPONSIBILITY FOR THE SITE

At all times throughout the performance of this Contract and until final acceptance of the Work hereunder, the CONTRACTOR shall be in control of and responsible for the Site and for any loss or damage to the Work to be performed and furnished under this Contract, however caused. This shall include responsibility for loss of or damage to materials, tools, equipment, appliances or other personal property owned, rented or used by the CONTRACTOR or anyone employed by it in the performance of the Work, however caused. Accordingly, the CONTRACTOR shall, at its own cost and expense, (1) keep the Site free at all times from all waste materials, packaging materials and other rubbish accumulated in connection with the execution of its Work, (2) clean and remove from its own Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete or dirt caused by the execution of its Work and make good all defects resulting therefrom, (3) at the completion of its Work in each area, perform such cleaning as may be required to leave the area "broom clean," and (4) at the entire completion of its Work, remove all of its tools, equipment, scaffolds, shanties and

surplus materials. Should the CONTRACTOR fail to perform any of the foregoing to the CITY's satisfaction, the CITY shall have the right to perform and complete such Work itself or through others and charge the cost thereof to the CONTRACTOR.

ARTICLE 22. INSURANCE

The CONTRACTOR agrees to obtain at its own cost and expense all insurance required by the attached Insurance Rider and to keep the same in continuous effect for a period of two (2) years following the date on which the Director indicates the termination of the CONTRACTOR's responsibilities hereunder. Before commencing the Project, the CONTRACTOR shall furnish the CITY's Corporation Counsel a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the CITY. Each insurance certificate shall be endorsed to name the City of Norwalk as an additional insured party and shall provide that the insurance company providing coverage shall notify the CITY by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

Waiver of Subrogation: Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

ARTICLE 23. INDEMNIFICATION

The CONTRACTOR expressly agrees to at all times indemnify, defend and save harmless the City of Norwalk and its respective officers, agents and employees, on account of any and all demands; claims; damages; losses; litigation; financial costs and expenses, including counsel's fees; and compensation arising out of personal injuries (including death), any damage to property, real or personal, and any other loss, expense or aggrievement directly or indirectly arising out of, related to or connected with the Project and the Work to be performed hereunder by the CONTRACTOR, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The CONTRACTOR shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Contract; shall

be separate and independent of any other provision or requirement of this Contract; and shall not be limited by reason of any insurance coverage provided hereunder.

The CITY may withhold from any payment due or to become due to the CONTRACTOR an amount sufficient in its judgment to protect and indemnify the CITY, its officers, agents, servants and employees from and against any and all such claims and liabilities described above.

Nothing in this provision, or elsewhere in this Contract, shall be deemed to relieve the CONTRACTOR of its duty to defend the CITY or any Indemnified Party, as specified in this Contract, pending a determination of the respective liabilities of the CONTRACTOR, the CITY, or any Indemnified Party, by legal proceeding or Contract.

In furtherance to but not in limitation of the indemnity provisions in this Contract, CONTRACTOR hereby expressly and specifically agrees that its obligation to indemnify, defend and save harmless as provided in this Contract shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under workers' compensation laws.

ARTICLE 24. SUBCONTRACTING AND ASSIGNMENTS

The CONTRACTOR shall not subcontract any portion of the Work to be performed hereunder unless the prior written consent of the Director is given for both the Work to be subcontracted and the subcontractor to perform the same.

In the event that the CITY approves of the hiring of subcontractors or subconsultants to pursue the Project, the CONTRACTOR agrees to cooperate as fully as possible with the CITY and any and all such subcontractors and subconsultants in the interests of the Project. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of its subcontractors and subconsultants as it is for the acts and omissions of its direct employees and shall require any subcontractor or subconsultant approved by the CITY to agree in a written contract to observe and be bound by all obligations and conditions of this Contract to which CONTRACTOR is bound hereby including the requirements regarding insurance and indemnification.

Each subcontract Contract shall preserve and protect the rights of the CITY and the Project Architect/Design Engineer, under the Contract Documents with respect to the

Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow the subcontractor, unless specifically provided otherwise, the benefits of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR has against the CITY pursuant to the Contract Documents.

Nor shall CONTRACTOR assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Contract including, but not limited to, any right to receive payments hereunder, without the prior written consent of the CITY in its sole discretion. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event CONTRACTOR assigns, sells, encumbers or otherwise transfers its rights to any monies due or to become due under this Contract as security for any loan, financing or other indebtedness (herein "Assignment"), notification to the CITY of such Assignment must be sent by certified mail, return receipt requested, and the Assignment shall not be effective as against the CITY until the CITY provides its written consent to such Assignment. CONTRACTOR agrees that any such Assignment shall not relieve the CONTRACTOR of any of its Contracts, duties, responsibilities or obligations under this Contract and the other Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between the CITY and assignee or transferee. CONTRACTOR further agrees that all of the CITY's defenses and claims arising out of this Contract with respect to any Assignment are reserved unless expressly waived in writing by a duly authorized corporate officer. CONTRACTOR hereby agrees to indemnify, defend and hold harmless the CITY from and against any and all loss, cost, expense or damages that the CITY has or may sustain or incur in connection with such Assignment.

ARTICLE 25. WARRANTY

The CONTRACTOR hereby warrants to the CITY that all of the Work shall be in conformance with the Plans, Specifications, and all Contract Documents and shall be of good quality and free from any faults and defects.

The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the CITY any portion of the Work, materials or equipment which, at any time up until two (2) years from the date of final acceptance of the Work hereunder, the Architect or the CITY shall condemn as unsound, defective or improper or as in

any way failing to conform to this Contract or the plans, specifications or other Contract Documents, and the CONTRACTOR, at its own cost and expense, shall replace the same with proper and satisfactory Work, materials and/or equipment. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the CITY that all materials and equipment furnished under this Contract will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents; that the Work performed and materials used pursuant to this Contract will be free from any defects and that the Work will conform with the requirements of the Contract Documents. Work not conforming to such requirements, not of the prescribed quality, or not capable of meeting the CITY's performance specifications, including substitutions not properly approved and authorized, shall be considered defective and must be removed and replaced by CONTRACTOR at its own cost and expense. All warranties contained in this Contract and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law.

ARTICLE 26. NOTICE OF CLAIMS

Claims by either party must be in writing and sent within thirty (30) days following the occurrence of an event giving rise to the claim or within thirty (30) days after the claimant first acquires knowledge of or information concerning the claim, whichever occurs later to the extent that such knowledge or information could not have been reasonably obtained earlier. Claims must be made in writing and sent to the other party at the address(es) listed herein and shall describe the nature of the claim, the events or circumstances that gave rise to the claim with reasonable detail, and the amount thereof to the best of the claimant's information.

ARTICLE 27. LIQUIDATED DAMAGES

It is understood by the parties that timely completion of the Project is essential. Failure of the CONTRACTOR to complete the Project by the date stated herein will result in the CITY and the public incurring damages, additional costs and inconveniences that would be impossible or extremely difficult to accurately quantify at the time. Therefore, the parties agree that, if the CONTRACTOR fails to satisfactorily complete the Project hereunder within the time specified or within any extension of time that may have been allowed, there shall be deducted from any monies

due or that may become due the CONTRACTOR, the sum of HUNDRED DOLLARS (\$_____) for each and every calendar day, including Saturdays and legal holidays, that the Project remains incomplete in accordance with Article 5 of this Contract. This sum shall not be imposed as a penalty, but as liquidated damages due the CITY from the CONTRACTOR by reason of the damages incurred, inconvenience and additional costs and expenses to the public together with other problems suffered as a result of any such delay thereby occasioned.

ARTICLE 28. GENERAL PROVISIONS

A. This Contract shall be deemed binding only to the extent that sufficient funds are available and appropriated to the CITY for payment in accordance with the terms hereof and no liability on account of this Contract shall be incurred by the CITY beyond such moneys as are properly made available and appropriated for the Project.

B. The relationship of the CONTRACTOR to the CITY is that of an independent CONTRACTOR. The CONTRACTOR covenants and agrees that it will conduct itself consistent with such status; that it will neither hold itself nor any of its employees or agents out as nor claim to be an officer, agent, or employee of the CITY by reason hereof; and that it will not, neither for itself nor on behalf of any of its employees, agents, or subcontractors, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

C. The CONTRACTOR hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. Should the CONTRACTOR be unable to certify the above statement, it shall attach a certified statement explaining such to this Contract. The CONTRACTOR further agrees to include the foregoing certification in any subcontract or purchase order, which it may enter into in furtherance of the Work contemplated hereunder.

D. No member of the governing body of the CITY, and no other officer, employee, or agent of the CITY, shall have any personal interest, direct or indirect, in this

Contract, except as permitted by the Code of Ethics of the City of Norwalk; and the CONTRACTOR covenants that no person having such interest shall be employed in the performance of this Contract.

E. This Contract shall be construed in accordance with the laws of the State of Connecticut, and any action at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District Stamford/Norwalk.

F. The CONTRACTOR shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Contract or the services to be performed hereunder, and shall commit no trespass on any private property in performing any of the Work embraced herein.

G. This Contract incorporates all the understandings of the parties hereto, supersedes any and all Contracts and negotiations reached and all commitments made by the parties prior to the execution of this Contract, whether oral or written, and shall not be released, amended or modified in any way unless by a written instrument signed by the parties hereto.

H. If any provision of this Contract is held invalid, the balance of the provisions of this Contract shall not be affected thereby if the balance of the provisions of this Contract would then continue to conform to the requirements of applicable laws.

I. Each and every provision and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the written consent of the parties, this Contract shall forthwith be physically amended to make such insertion.

J. All notices of any nature referred to in this Contract shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the City: «DepartmentHead»,
«DepartmentHeadTitle»
Norwalk «Department» Department

With copies to: Office of Corporation Counsel
City Hall, 125 East Avenue,
Room 237
Norwalk, Connecticut 06856-5125

To the Contractor: «VendorAuthorizer»,
«VendorAuthorizerTitle»
«VendorName»
«VendorAddress1»
«VendorCity», «VendorState»
«VendorZip»

K. The CITY of Norwalk's hiring practices strive to comply with all applicable federal regulations regarding employment eligibility and employment practices. Thus, all individuals and entities seeking to do work for the CITY are expected to comply with all applicable laws, governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and employment practices. The CITY reserves the right at its discretion, but does not assume the obligation to require proof of valid citizenship or, in the alternative, proof of a valid green card for each person employed in the performance of work or services for the City of Norwalk. By reserving this right the CITY does not assume any obligation or responsibility to enforce or ensure compliance with the applicable laws and/or regulations.

L. The Contract and its attached exhibits include applicable State of Connecticut and federal governmental requirements that the Contractor must comply with and must require its subcontractors and consultants to comply with. The Contractor hereby acknowledges that such requirements are subject to revision by the state or federal governmental authorities from time to time during the Contract term and that, by entering into a Contract with the City, the Contractor agrees to be subject to such revised requirements and changes in law or regulations as in effect at any given time and, as a result thereof, shall perform any additional obligations with respect to the particular Project, throughout the term of this Contract. The Contractor shall observe all federal, state and local laws, Ordinances, policies, practices and regulations. In addition, the Contractor agrees to promptly procure all necessary approvals, licenses and permits, pay all charges and fees,

and give all notices necessary and incident to the due and lawful prosecution of the Work.

M. In case of a conflict between the provisions of the Contract any state and federal requirements, or any specification, guide, manual, policy, or requirement of the Contract Documents, or other publication referenced herein, the provision containing additional details or more stringent requirements will control. In case of the Contractor's inability to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the City shall have the right to determine, in its sole discretion, which provision applies. The Contractor shall promptly request in writing the City's determination upon the Contractor's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of the Contract.

N. With respect to any referenced guide, manual, policy, document, or other publication noted in the Contract and noted to be subject to revision throughout the term of the Contract, the Contractor agrees to comply with the version of the document or publication that is in effect on the date effective of the Contract.

O. The Contractor shall cooperate fully with the City and permit the City, or other state or federal authority, as applicable, to review, at any time during the Work, all activities performed by the Contractor with respect to any Work under this Contract. Upon request of the City, the Contractor shall timely furnish all documents related to the Work so that the City may evaluate the Contractor's activities with respect to the Project, including, but not limited to, its performance of the Work pursuant to this Contract, and applicable law.

P. The CONTRACTOR hereby represents to the CITY as follows:

(i) That it is a legally existing corporation under the laws of its state of incorporation and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

(ii) that it has the financial resources to perform

this Contract and that it is not the subject of any litigation or action, pending or threatened, regarding this Contract or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Contract;

(iii) that it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Contract and to assume the responsibilities and obligations created hereunder;

(iv) that this Contract is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the CONTRACTOR hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions; and

(v) that it is in compliance with all applicable regulations and laws governing employment practices.

IN WITNESS WHEREOF, this Contract has been executed in four (4) counterparts by the CITY, acting by and through its Mayor, who has caused the seal of his office to be affixed hereto, and the CONTRACTOR has duly executed this Contract on the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK

Witness

Witness

By: _____
«ContractAuthorizer»
Its «ContractAuthorizerTitle»
Duly Authorized

Date Signed: _____

Signed, Sealed and Delivered
in the Presence of:

«VendorName»

Witness

Witness

By: _____
«VendorAuthorizer»
Its «VendorAuthorizerTitle»
Duly Authorized

(Affix corporate seal of
contractor if a corporation)

Date Signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____
Comptroller

Date: _____

INSURANCE RIDER

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: With respect to all operations the Contractor performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

Umbrella/Excess Liability: With respect to all operations the Contractor performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

Environmental Liability: If applicable, based on the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation (Contractor's Pollution Liability -CPL-) insurance in the amount of Five

Million Dollars (\$5,000,000) per claim limit and Five Million Dollars (\$5,000,000) aggregate limit per occurrence. If the insurance is provided with a combination of excess pollution liability policies, the policy shall be written on a follow form coverage wording to its underlying Schedule of insurance.

Errors and Omissions/Professional Liability: With respect to any damage caused by an error, omission or any negligent or wrongful act of the Contractor or any subcontractor or subconsultant in connection with any professional services performed under this Agreement the Contractor shall carry One Million Dollars (\$1,000,000) coverage per claim.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded

for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the Contractor's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City of Norwalk as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Waiver of Subrogation: Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation

Counsel's Office prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

1.4 INSURANCE REQUIREMENTS

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: With respect to all operations the Contractor performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Hundred Thousand Dollars (\$100,000.00) coverage for each accident, One Hundred Thousand Dollars (\$100,000.00) coverage for each employee by disease, Five Hundred Thousand Dollars (\$500,000.00) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00) coverage per accident for bodily injury and property damage.

Umbrella/Excess Liability: With respect to all operations the Contractor performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance

policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the Contractor's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Waiver of Subrogation: A waiver of subrogation is required by the City for all policies applicable to this contract. Waiver of Subrogation should be noticed by City via Contractor's ACORD Form Certificate of Insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, P. O. Box 798, Norwalk, Connecticut 06856-0798.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

SECTION 2

PROJECT TECHNICAL SPECIFICATIONS/DRAWINGS

GENERAC

11kW Generac air cooled standby generator model 6439 (No substitutions)

- Fuel: Natural Gas
- Weather protective sound enclosure
- 120/240V
- Generac 100A ATS

Vendor should provide:

- Turnkey installation per drawings E-1, E-2, and A-1
- Generator Equipment
- Composite mounting pad for generator to be placed on
- Obtain electrical permit from Town Hall/building dept.
- Deliver generator to site and rig onto roof
- Natural Gas Connection from existing meter
- Install Automatic Transfer Switch (ATS) and make all electrical connections
- Provide startup and test by factory trained & authorized NEG technician
- Training
- Service Agreement
- Maintenance Program
- Product Manual
- Generac accessory: Model #006463-3 Mobile Link (substitutions acceptable)
- Generac accessory: Model #005621-0 Auxiliary Transfer Switch Contact Kit

**NOTE: THE TECHNICAL SPECIFICATIONS IN THEIR ENTIRETY ARE
PROVIDED ON THE DRAWINGS**

8/11 kW

GENERAC®

GUARDIAN® SERIES
Residential Standby Generators
Air-Cooled Gas Engine

Standby Power Rating

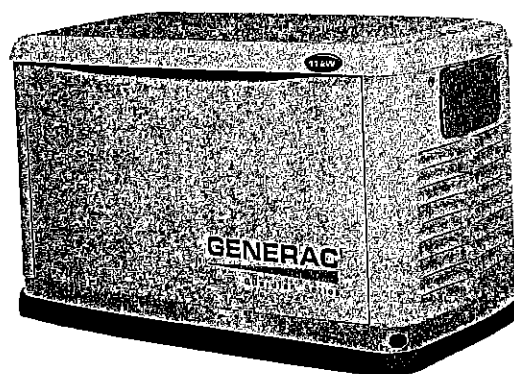
Models 006237-0, 006245-0 (Steel - Bisque) - 8 kW 60 Hz

Models 006437-1, 006438-3, 006439-1 (Steel - Bisque) - 11 kW 60 Hz

Model 006720-1 (Aluminum - Grey) 11 kW 60 Hz

INCLUDES:

- True Power™ Electrical Technology
- Two Line LCD Multilingual Digital Evolution™ Controller (English/Spanish/French /Portuguese)
- Two Transfer Switch Options Available:
50 Amp Pre-Wired Switch or
200 Amp Service Rated Switch.
See Page 4 for Details.
- Electronic Governor
- External Main Circuit Breaker,
System Status & Maintenance
Interval LED Indicators
- Sound Attenuated Enclosure
- Flexible Fuel Line Connector
- Composite Mounting Pad
- Natural Gas or LP Gas Operation
- 5 Year Limited Warranty
- Capability to be installed within 18" (457 mm)
of a building*



Note: CUL certification only applies to unbundled units and units packaged with pre-wired switches. Units packaged with the Smart Switch are UL certified in the USA only.

*Only if located away from doors, windows and fresh air intakes, and unless otherwise directed by local codes.

FEATURES

- **INNOVATIVE DESIGN & PROTOTYPE TESTING** are key components of GENERAC'S success in "IMPROVING POWER BY DESIGN." But it doesn't stop there. Total commitment to component testing, reliability testing, environmental testing, destruction and life testing, plus testing to applicable CSA, NEMA, EGSA, and other standards, allows you to choose GENERAC POWER SYSTEMS with the confidence that these systems will provide superior performance.
- **TRUE POWER™ ELECTRICAL TECHNOLOGY:** Superior harmonics and sine wave form produce less than 5% Total Harmonic Distortion for utility quality power. This allows confident operation of sensitive electronic equipment and micro-chip based appliances, such as variable speed HVAC systems.
- **TEST CRITERIA:**
 - ✓ **PROTOTYPE TESTED**
 - ✓ **SYSTEM TORSIONAL TESTED**
 - ✓ **NEMA MG1-22 EVALUATION**
 - ✓ **MOTOR STARTING ABILITY**
- **SOLID-STATE, FREQUENCY COMPENSATED VOLTAGE REGULATION.** This state-of-the-art power maximizing regulation system is standard on all Generac models. It provides optimized FAST RESPONSE to changing load conditions and MAXIMUM MOTOR STARTING CAPABILITY by electronically torque-matching the surge loads to the engine. Digital voltage regulation at $\pm 1\%$.
- **SINGLE SOURCE SERVICE RESPONSE** from Generac's extensive dealer network provides parts and service know-how for the entire unit, from the engine to the smallest electronic component.
- **GENERAC TRANSFER SWITCHES.** Long life and reliability are synonymous with GENERAC POWER SYSTEMS. One reason for this confidence is that the GENERAC product line includes its own transfer systems and controls for total system compatibility.

GENERAC
PROMISE



Page 49, Bid 3703 Supply and Install of small generator on the roof of West Rocks Middle School

* Built in the USA using domestic and foreign parts.

8/11 kW

features and benefits

Engine

• Generac (OHVI) design	Maximizes engine "breathing" for increased fuel efficiency. Plateau honed cylinder walls and plasma moly rings helps the engine run cooler, reducing oil consumption resulting in longer engine life.
• "Spiny-lok" cast iron cylinder walls	Rigid construction and added durability provide long engine life.
• Electronic ignition/spark advance	These features combine to assure smooth, quick starting every time.
• Full pressure lubrication system	Pressurized lubrication to all vital bearings means better performance, less maintenance and longer engine life. Now featuring up to a 2 year/200 hour oil change interval.
• Low oil pressure shutdown system	Shutdown protection prevents catastrophic engine damage due to low oil.
• High temperature shutdown	Prevents damage due to overheating.

Generator

• Revolving field	Allows for smaller, light weight unit that operates 25% more efficiently than a revolving armature generator.
• Skewed stator	Produces a smooth output waveform for compatibility with electronic equipment.
• Displaced phase excitation	Maximizes motor starting capability.
• Automatic voltage regulation	Regulates the output voltage to $\pm 1\%$ prevents damaging voltage spikes.
• UL 2200 listed	For your safety.

Transfer Switch

• Fully automatic	Transfers your vital electrical loads to the energized source of power.
• Pre-wired, color-coded conduits (Pre-wired switches only)	Ensures the easiest, trouble-free installation.
• Remote mounting	Mounts near your existing distribution panel for simple, low-cost installation.

Evolution™ Controls

• Auto/Manual/Off illuminated buttons	Selects the operating mode and provides easy, at-a-glance status indication in any condition.
• Two-line LCD multilingual display	Provides homeowners easily visible logs of history, maintenance and events up to 50 occurrences.
• Sealed, raised buttons	Smooth, weather-resistant user interface for programming and operations.
• Utility voltage sensing	Constantly monitors utility voltage, setpoints 60% dropout, 80% pick-up, of standard voltage.
• Generator voltage sensing	Constantly monitors generator voltage to ensure the cleanest power delivered to the home.
• Utility interrupt delay	Prevents nuisance start-ups of the engine, adjustable 2-1500 seconds from the factory default setting of 5 seconds by a qualified dealer.
• Engine warm-up	Ensures engine is ready to assume the load, setpoint approximately 5 seconds.
• Engine cool-down	Allows engine to cool prior to shutdown, setpoint approximately 1 minute.
• Programmable exerciser	Operates engine to prevent oil seal drying and damage between power outages by running the generator for 12 minutes every other week. Also offers a selectable setting for weekly or monthly operation providing flexibility and lower fuel costs to the owner.
• Smart battery charger	Delivers charge to the battery only when needed at varying rates depending on outdoor air temperature.
• Main line circuit breaker	Protects generator from overload.
• Electronic governor	Maintains constant 60 Hz frequency.

Unit

• SAE weather protective enclosure	Sound attenuated enclosure ensures quiet operation and protection against mother nature, withstanding winds up to 150 mph. Hinged key locking roof panel for security. Lift-out front for easy access to all routine maintenance items. Electrostatically applied textured epoxy paint for added durability.
• Enclosed critical grade muffler	Quiet, critical grade muffler is mounted inside the unit to prevent injuries.
• Small, compact, attractive	Makes for an easy, eye appealing installation, as close as 18" away from a building.

Installation System

• 1 ft (305 mm) flexible fuel line connector	Absorbs any generator vibration when connected to rigid pipe.
• Composite mounting pad	Eliminates the need to pour a concrete pad unless required by local municipalities.

8/11 kW

specifications

Generator

Model	006237-0, 006245-0 (8 kW)	006437-1, 006438-3, 006720-1 006439-1 (11 kW)
Rated Maximum Continuous Power Capacity (LP)	8,000 Watts*	11,000 Watts*
Rated Maximum Continuous Power Capacity (NG)	7,000 Watts*	10,000 Watts*
Rated Voltage	240	240
Rated Maximum Continuous Load Current – 240 Volts (LP/NG)	33 3/29.2	45.8/41.7
Total Harmonic Distortion	Less than 5%	Less than 5%
Main Line Circuit Breaker	35 Amp	50 Amp
Phase	1	1
Number of Rotor Poles	2	2
Rated AC Frequency	60 Hz	60 Hz
Power Factor	1.0	1.0
Battery Requirement (not included)	Group 26R, 12 Volts and 525 CCA Minimum	
Unit Weight (lb/kg)	360/163.3	407/184.6
Dimensions (L x W x H) in/mm	48 x 25 x 29/1218 x 638 x 732	
Sound output in dB(A) at 23 ft (7 m) with generator operating at normal load**	62	63
Exercise Duration	12 min	12 min

Engine

	GENERAC OHV	GENERAC OHV V-TWIN
Type of Engine	1	2
Number of Cylinders	1	2
Displacement	410 cc	530 cc
Cylinder Block	Aluminum w/ Cast Iron Sleeve	Aluminum w/ Cast Iron Sleeve
Valve Arrangement	Overhead Valve	Overhead Valve
Ignition System	Solid-state w/ Magneto	Solid-state w/ Magneto
Governor System	Electronic	Electronic
Compression Ratio	9.5:1	9.5:1
Starter	12 Vdc	12 Vdc
Oil Capacity Including Filter	Approx. 1.5 qt/1.4 L	Approx. 1.7 qt/1.6 L
Operating rpm	3,600	3,600
Fuel Consumption		
Natural Gas	ft ³ /hr (m ³ /hr)	
1/2 Load	78 (2.21)	124 (3.51)
Full Load	121 (3.43)	195 (5.52)
Liquid Propane	ft ³ /hr (gal/hr) [l/hr]	
1/2 Load	31.6 (0.87) [3.29]	42.8 (1.18) [4.45]
Full Load	51.6 (1.42) [5.37]	70 (1.92) [7.28]

Note: Fuel pipe must be sized for full load. Required fuel pressure to generator fuel inlet at all load ranges - 3.5-7" water column (7-13 mm mercury) for natural gas, 10-12" water column (19-22 mm mercury) for LP gas. For Btu content, multiply ft³/hr x 2500 (LP) or ft³/hr x 1000 (NG). For Megajoule content, multiply m³/hr x 93.15 (LP) or m³/hr x 97.26 (NG).

Controls

2-Line Plain Text Multilingual LCD Display	Simple user interface for ease of operation.
Mode Buttons: Auto	Automatic Start on Utility failure. Programmable exerciser.
Manual	Start with starter control; unit stays on. If utility fails, transfer to load takes place.
Oil	Stops unit. Power is removed. Control and charger still operate.
Ready to Run/Maintenance Messages	Standard
Engine Run Hours Indication	Standard
Programmable start delay between 2-1500 seconds	Standard (programmable by dealer only)
Utility Voltage Loss/Return to Utility Adjustable (Brownout Setting)	From 140-171 V/190-216 V
Future Set Capable Exerciser/Exercise Set Error Warning	Standard
Run/Alarm/Maintenance Logs	50 Events Each
Engine Start Sequence	Cyclic cranking: Engine cranks a maximum of five times at factory set intervals and durations.
Starter Lock-out	Starter cannot re-engage until 5 sec. after engine has stopped.
Smart Battery Charger	Standard
Charger Fault/Missing AC Warning	Standard
Low Battery/Battery Problem Protection and Battery Condition Indication	Standard
Automatic Voltage Regulation with Over and Under Voltage Protection	Standard
Under Frequency/Overload/Stepper Overcurrent Protection	Standard
Safety Fused/Fuse Problem Protection	Standard
Automatic Low Oil Pressure/High Oil Temperature Shutdown	Standard
Overcrank/Overspeed (@ 72 Hz)/rpm Sense Loss Shutdown	Standard
High Engine Temperature Shutdown	Standard
Internal Fault/Incorrect Wiring Protection	Standard
Common External Fault Capability	Standard
Field Upgradable Firmware	Standard

**Sound levels are taken from the front of the generator. Sound levels taken from other sides of the generator may be higher depending on installation parameters. Rating definitions - Standby: Applicable for supplying emergency power for the duration of the utility power outage. No overload capability is available for this rating. (All ratings in accordance with BS5514, ISO3046 and DIN6271). * Maximum wattage and current are subject to engine only. Such as 3000 Supply and installation of small generator, on the north of West Books, Middle School power decreases about 3.5 percent for each 1,000 feet (304.8 meters) above sea level; and also will decrease about 1 percent for each 6 °C (10 °F) above 16 °C (60 °F).

8/11 kW

Pre-Wired Switch Features

- Electrically operated, mechanically-held contacts for fast, positive connections.
- Rated for all classes of load, 100% equipment rated, both inductive and resistive.
- 2 pole, 250 VAC contactors.
- 30 millisecond transfer time.
- Single coil design.
- Main contacts are silver plated or silver alloy to resist welding and sticking.
- NEMA 1 (indoor rated) enclosure is standard on the pre-wired switch.
- Multi listed for use with 1" standard GFCI and AFCI breakers from Siemens, Murray, Eaton and Square D for the most flexible and cost effective install.
- Pre-wired 30 foot (9.1 meter) whip to connect to the provided 5 foot (1.5 meter) pre-wired whip and external connection box.
- Pre-wired 2 foot (0.61 meter) whip, color coded to connect into the existing electrical panel.

Model	006237-0 (8 kW)	006437-1 (11 kW)
No. of Poles	2	2
Current Rating (Amps)	50	50
Voltage Rating (VAC)	250	250
Utility Voltage Monitor (Fixed)*		
-Pick-up	80%	80%
-Dropout	60%	60%
Return to Utility*	approx. 15 sec	approx. 15 sec
Exerciser bi-weekly for 12 minutes*†	Standard	Standard
UL Listed	Standard	Standard
Total of Pre-wired Circuits	10	12
No. 15 A 120 V	3	5
No. 20 A 120 V	3	3
No. 20 A 240 V	1	-
No. 30 A 240 V	1	1
No. 40 A 240 V	-	1
No. 50 A 240 V	-	-
Tandem Breaker Capabilities	None	
Circuit Breaker Protected		
Available RMS Symmetrical Fault Current @ 250 Volts	10,000	10,000

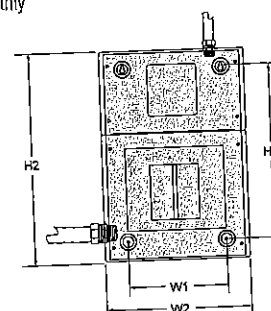
*Function of Evolution Controller
† Can be set to weekly or monthly

Dimensions

Mechanical Dimensions							
	Height			Width			Depth
	H1	H2	H3	W1	W2	W3	
in	18.5	22.5	22	10.5	15.4	14.4	3.8
mm	470	571.8	558.8	266.7	392	366	97.5

Note: The 50 amp switch is flush mountable. H1 and W1 refer to mounting hole spacing. H2 and W2 are cover dimensions. H3 and W3 are the enclosure dimensions without cover.

Wire Ranges		
Conductor Lug	Neutral Lug	Ground Lug
1/0 - #14	2/0 - #14	2/0 - #14



50 Amp Switch

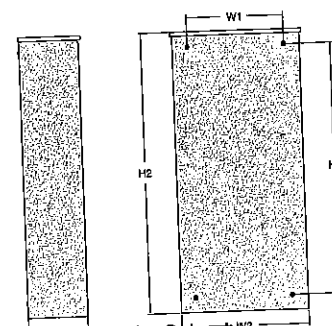
Service Rated Switch Features

available on 11 kW model only

- Electrically operated, mechanically-held contacts for fast, clean connections.
- Rated for all classes of load, 100% equipment rated, both inductive and resistive.
- Service equipment rated, dual coil design.
- Rated for both aluminum and copper conductors.
- NEMA/UL 3R aluminum outdoor enclosure.
- Main contacts are silver plated or silver alloy to resist welding and sticking.

Model	006438-3 (11 kW)
No. of Poles	2
Current Rating (Amps)	200
Voltage Rating (VAC)	250
Utility Voltage Monitor (Fixed)*	
-Pick-up	80%
-Dropout	60%
Return to Utility*	approx. 13 sec
Exercise weekly for 12 minutes*	Standard
UL Listed	Standard
Enclosure Type	NEMA/UL 3R
Withstand Rating (Amps)	22,000
Lug Range	250 MCM - #6

*Function of Evolution Controller



Dimensions

200 Amps 120/240, 1Ø Open Transition Service Rated					
	Height		Width		Depth
	H1	H2	W1	W2	
in	27.24	30.0	11.4	13.5	7.09
mm	692.0	762.4	289.0	343.0	180.0

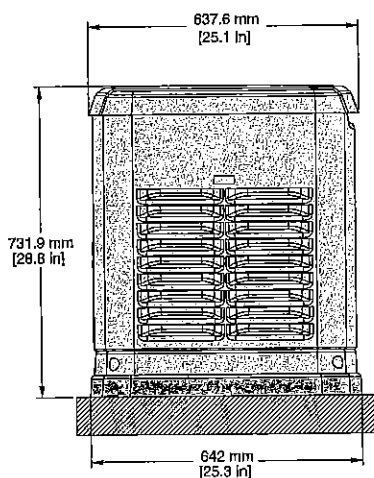
8/11 kW

available accessories

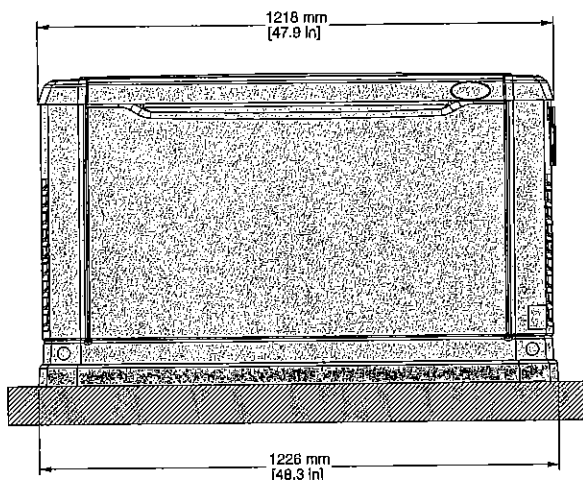
Model #	Product	Description
006463-3	Mobile Link™	Generac's Mobile Link allows you to check the status of your generator from anywhere that you have access to an Internet connection from a PC or with any smart device. You will even be notified when a change in the generator's status occurs via e-mail or text message. Available in the U.S. only.
005819-0	26R Wet Cell Battery	Every standby generator requires a battery to start the system. Generac offers the recommended 26R wet cell battery for use with all air-cooled standby product excluding PowerPact®.
006212-0	Cold Weather Kit	If the temperature regularly falls below 32 °F (0 °C), a cold weather kit is required to maintain optimal battery and oil temperatures. Kit consists of a battery warmer and oil filter heater with built-in thermostats.
005621-0	Auxiliary Transfer Switch Contact Kit	The auxiliary transfer switch contact kit allows the transfer switch to lock out a single large electrical load you may not need. Not compatible with 50 amp pre-wired switches.
005839-0	Fascia Base Wrap Kit	The fascia base wrap snaps together around the bottom of the new air cooled generators. This offers a sleek, contoured appearance as well as offering protection from rodents and insects by covering the lifting holes located in the base.
005703-0	Paint Kit	If the generator enclosure is scratched or damaged, it is important to touch-up the paint to protect from future corrosion. The paint kit includes the necessary paint to properly maintain or touch-up a generator enclosure.
006482-0 - 8 kW 006483-0 - 11 kW	Scheduled Maintenance Kit	Generac's scheduled maintenance kits provide all the hardware necessary to perform complete routine maintenance on a Generac automatic standby generator.
006664-0	Wireless Remote Monitor	Completely wireless and battery powered, Generac's wireless remote monitor provides you with instant status information without ever leaving the house. Not compatible with CorePower or EcoGen systems.
006873-0	Smart Management Module (50 Amps)	Smart Management Modules are used in conjunction with the Automatic Transfer Switch to increase its power management capabilities. It provides additional power management flexibility not found in any other power management system.

dimensions & UPCs

Dimensions shown are approximate. Refer to Installation manual for exact dimensions. DO NOT USE THESE DIMENSIONS FOR INSTALLATION PURPOSES.



LEFT SIDE VIEW



FRONT VIEW

Model	UPC
006245-0	696471062458
006237-0	696471062373
006439-1	696471064391
006437-1	696471064377
006438-3	696471064384
006720-0	696471067200

GENERAC®

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Evolution™ Controls

- Auto/Manual/Off illuminated buttons
- Two-line LCD multilingual display
- Sealed, raised buttons
- Utility voltage sensing
- Generator voltage sensing
- Utility interrupt delay
- Engine warm-up
- Engine cool-down
- Programmable exerciser
- Smart battery charger
- Main line circuit breaker
- Electronic governor

Unit

- SAE weather protective enclosure
- Enclosed critical grade muffler
- Small, compact, attractive

Installation System

- 1 ft (305 mm) flexible fuel line connector
- Composite mounting pad

Selects the operating mode and provides easy, at-a-glance status indication in any condition. Provides homeowners easily visible logs of history, maintenance and events up to 50 occurrences. Smooth, weather-resistant user interface for programming and operations. Constantly monitors utility voltage, setpoints 60% dropout, 80% pick-up, of standard voltage. Constantly monitors generator voltage to ensure the cleanest power delivered to the home. Prevents nuisance start-ups of the engine, adjustable 2-1500 seconds from the factory default setting of 5 seconds by a qualified dealer. Ensures engine is ready to assume the load, setpoint approximately 5 seconds. Allows engine to cool prior to shutdown, setpoint approximately 1 minute. Operates engine to prevent oil seal drying and damage between power outages by running the generator for 12 minutes every other week. Also offers a selectable setting for weekly or monthly operation providing flexibility and lower fuel costs to the owner. Delivers charge to the battery only when needed at varying rates depending on outdoor air temperature. Protects generator from overload. Maintains constant 60 Hz frequency.

Sound attenuated enclosure ensures quiet operation and protection against mother nature, withstanding winds up to 150 mph. Hinged key locking roof panel for security. Lift-out front for easy access to all routine maintenance items. Electrostatically applied textured epoxy paint for added durability. Quiet, critical grade muffler is mounted inside the unit to prevent injuries. Makes for an easy, eye appealing installation, as close as 18" away from a building.

Absorbs any generator vibration when connected to rigid pipe. Eliminates the need to pour a concrete pad unless required by local municipalities.

Fuel Consumption
Natural Gas
13/hr (m³/hr)
1/2 Load
Full Load
Liquid Propane
13/hr (gal/hr) [Vhr]
1/2 Load
Full Load

Note: Fuel pipe must be sized for full load. (Refer to LP Gas For Bu content multiplier.)

Controls

2-Line Plain Text Multilingual LCD Display
Mode Buttons: Auto
Manual
Off

Ready to Run Maintenance Messages
Engine Run Hours Indication
Programmable start delay between 2-1500
Utility Voltage Loss/Return to Utility Adjust
Future Set Capable Exerciser/Exercise Set E
Run/Alarm Maintenance Logs
Engine Start Sequence
Starter Lock-out
Smart Battery Charger
Charger Fault/Missing AC Warning
Low Battery/Battery Problem Protection and
Automatic Voltage Regulation with Over and
Under Frequency/Overload/Stepper Overcur
Safety Fused/Fuse Problem Protection
Automatic Low Oil Pressure/High Oil Temperature
Overcrank/Over speed (@ 72 Hz)/rpm Sens
High Engine Temperature Shutdown
Internal Fault/Incorrect Wiring Protection
Control External Fault Capability
Field Upgradable Firmware

***Sound levels are taken from the front of the g
for supplying emergency power for the duration
wattage and current are subject to and limited t
each 1,000 feet (304.8 meters) above sea level

Smart Switches
Smart Switches

1 of 2 2 of 2

GENERAC®

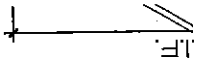
Service and non-Service rated Smart Switches
Automatic Transfer Switches
with Digital Power Management Technology

Smart Switches

100-400 Amps, Sin

Functions

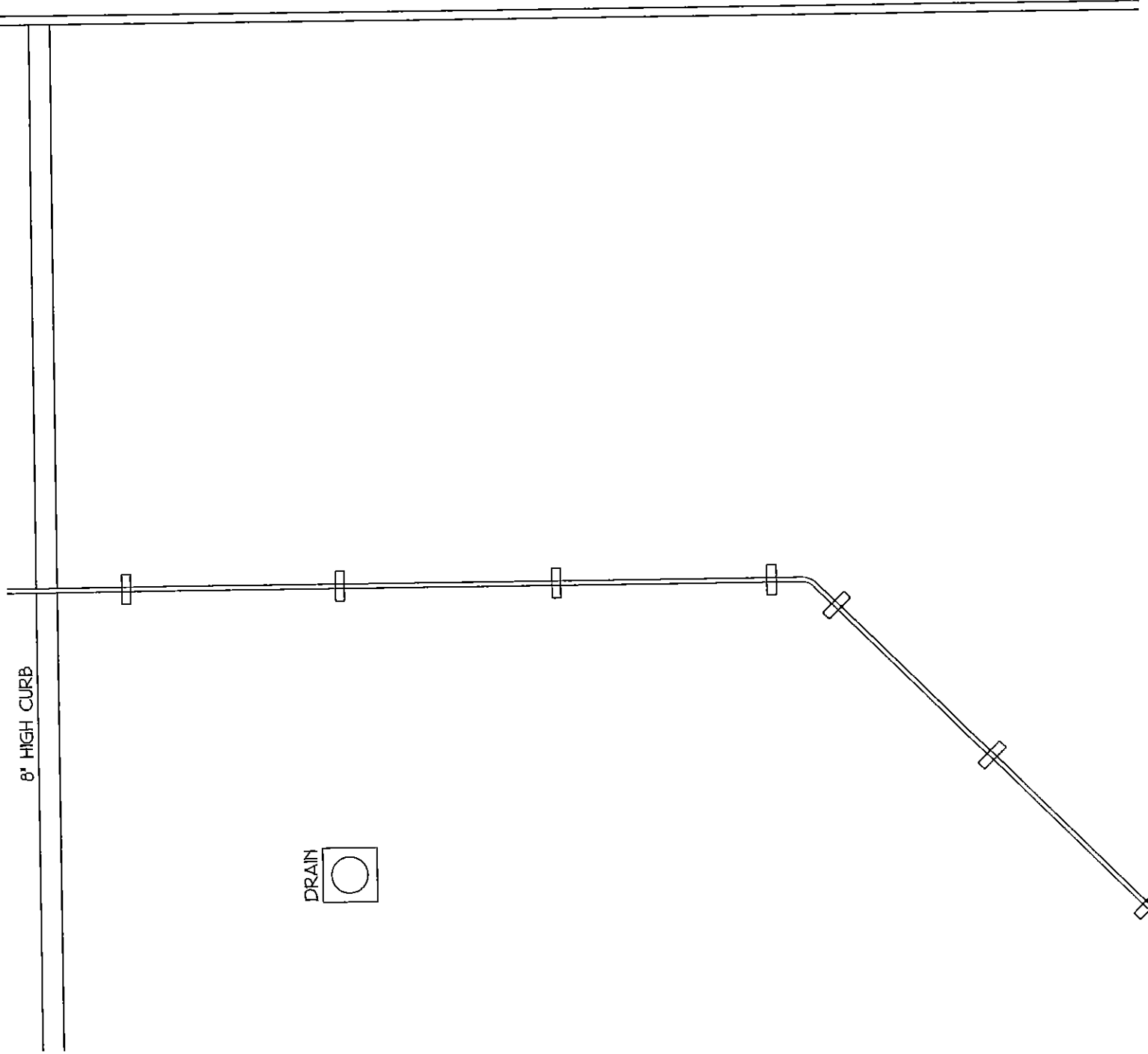
All timing and sensing functions originate
Utility voltage drop-out
Timer to generator start
Engine warm up delay
Standby voltage sensor
Utility voltage pickup

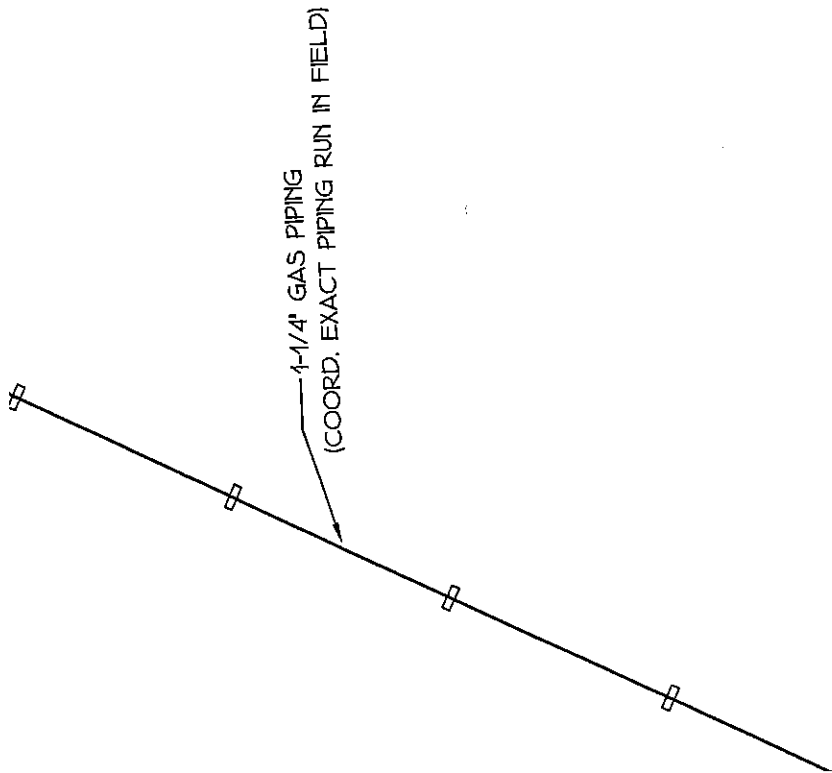


#15 SPACER (SEE NOTE 4)-

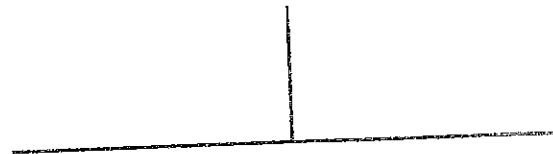
1

8' HIGH CURB





CKT. NO.	TRIP AMPS	NO. POLE	LOAD
1	20	1	SPARE
3	20	1	EXISTING LO.
5	20	1	EXISTING LO.
7	20	1	EXISTING LO.
9	20	1	SPARE
11	20	1	SPARE
13	20	1	SPARE
15	20	1	SPARE
CONNECTED LOADS			



SECTION 3 - GENERAL BIDDING INFORMATION FOR CONSTRUCTION

Rev. 08/08/2013, Express Request Doc. #1006

3.1 GENERAL:

A. The City reserves the right to require the successful firm to execute a contract in a format supplied by Corporation Counsel. Award of all or a portion of the requirement may be subject to approval by the Norwalk Common Council.

B. The City of Norwalk General Conditions For Construction and the Contract documents prepared by the City shall govern as the terms and conditions for this project.

1. A copy of the City of Norwalk General Conditions for Construction (04082008) is available upon request. A copy of this document is located on the City's website: www.norwalkct.org Document number 1008.
<http://www.norwalkct.org/DocumentCenter/Home/View/866>

C. A certified or cashiers check or bid bond in the amount indicated in the **Invitation to Bid** must accompany your response. The certified or cashiers checks will be returned to all unsuccessful candidates upon the awarding of the contract. If your quotation is not accompanied by a bid bond or check at the bid opening the bid will be automatically rejected.

D. The successful firm will be required to furnish a performance bond and labor and materials bond acceptable to Corporation Counsel, each for the full contract amount, prior to execution of a contract and/or performance under Purchase Orders. Indicate the cost for these bonds, included in the lump sum bid(s) on the response form. **Note:** The requirement for a maintenance bond is not contingent on the dollar threshold for other bonds indicated in the invitation to bid. Please refer to Sections 3.17 and 109-15 for maintenance bond requirements.

For 3.1, C & D:

Surety Companies must be listed on the current Federal Register, licensed in the State of Connecticut and have an underwriting limitation exceeding the value of the project with no more than 5% of capital in surplus tied to any one risk.

Banks must have a branch office in Connecticut with insurance provided by the FDIC.

E. The award of any contract is subject to the following conditions and contingencies:

- (1). The approval of such governmental agencies as may be required by law.
- (2). The appropriation of adequate funds by the proper agencies.
- (3). If the bidder is a corporation or other legal business entity, it must have a current license to do business in the State of Connecticut that is on file with the Connecticut Secretary of State's office, or it must be organized under the laws of the State of Connecticut and current in terms of its required filings.

Note: If you are an out-of state business and the performance of your contract with the City requires that tangible personal property will be used or consumed in this state, you must comply with Connecticut General Statutes 12-430-7 a copy of which can be found at <http://www.ct.gov/drs/cwp/view.asp?A=1514&Q=501308>

Questions concerning this statute should be addressed to the Commissioner of Revenue Services for the State of Connecticut, Department of Revenue Services, 92 Farmington Avenue, Hartford CT 06115.

Registration by out-of state corporations with the Connecticut Secretary of State, 30 Trinity Street, Hartford CT 06106, telephone 860-509-6002, is required by law as a condition for doing business in the State of Connecticut.

F. Notice is hereby given to all bidders that as a municipality the City of Norwalk is subject to and bound to comply with the terms of the Freedom of Information Act. Consequently, please be informed that under the terms of the Act some or all of your submissions, including attachments, may be subject to disclosure to the public or press upon request. The FOI Act recognizes that certain documents are exempt from disclosure or may be held confidentially. However, these exemptions are considered exceptions to the general rule favoring disclosure and are generally narrowly construed. You should consult with legal counsel before making your submission if you have any questions about what submitted document may be disclosed. You are hereby requested to submit those documents to which an exemption is claimed under seal along with those non-exempt documents. These sealed documents shall initially be held in confidence but may be released to the extent required or allowed by law.

G. When work is required in which no specific payment item is listed in the Proposal Form, the cost of such work will be included in the unit prices bid.

3.2 QUALIFICATIONS OF CANDIDATES:

The City may make such investigations as deemed necessary to determine the ability of the candidate to perform the work and the degree to which any candidate meets the criteria for Award listed herein.

3.3 RECYCLING POLICY:

The City of Norwalk is committed to protecting the environment and managing solid waste. Where possible and practical the City will procure recycled and/or recyclable products. The City will consider alternate proposals which maximize the use of products which are produced from post consumer waste, which reduce waste or consumption, or that offer products with a salvage value.

The City requests that it's vendors eliminate all non-essential packaging that may be used in the delivery process.

3.4 OBLIGATIONS OF THE CANDIDATE:

At the time of the opening of proposals, each candidate will be presumed to be thoroughly familiar with the specifications, the various sites, the City's requirements, and the objectives for each element of the project item or service.

3.5 LABOR RATES:

See sections 102.18 and 107.12 of the City of Norwalk General Conditions for Construction. NOTE: Prevailing Wage Rates apply when (1) the total cost of work performed on **new construction is \$400,000** or more; or (2) the total cost of all work in connection with an alteration, repair, remodeling, refinishing, refurbishing or **rehabilitation is \$100,000** or more.

3.6 SITE INSPECTION:

Information contained in these documents is provided with the understanding as outlined in section 102-06 of General Conditions for Construction. Candidates are required to conduct a thorough inspection or study of existing conditions/equipment.

3.7 INSURANCE REQUIREMENTS:

A certificate of insurance must be presented to the Corporation Counsel at the time of award and must name the City as an additional insured on the face of the document. In addition, please list the name and address of your insurance agent as part of the returned bid proposal. The City's Standard insurance requirements, if not listed within the bid documents are available on the Purchasing Department's website within the Terms and Conditions section, refer to document number 1007.

All policies must be written on a "per occurrence" basis. "Claims Made" Policies are not

acceptable. The Contractor is responsible for the cost of maintaining such insurance throughout the duration of the project.

3.8 LIQUIDATED DAMAGES:

Liquidated damages as defined in Article 20 of the Norwalk General Conditions for Construction will be \$100.00 per day.

3.9 RETAINAGE:

The City will retain 5% of the total project cost until such time as a guarantee bond, satisfactory to the Corporation Council's office is posted with the City (sect. 109-15, Gen. Cond. for Construction) or other terms for retainage are specifically stated in the contract for this project.

3.10 ACCEPTABLE BRANDS:

The attached specifications are not intended to limit consideration to the particular service organization or manufacturer from which they were developed. References to brand names or numbers are to be interpreted as establishing a standard of quality and is not to be construed as limiting competition. Brand names used within these specifications shall be presumed to be followed by the words "or approved equal".

Burden of proving a product and/or material as equal to a specific product and/or material by brand name is the responsibility of the contractor.

Final determination as to what is an "or equal" product will be made by the Purchasing Agent in conjunction with other City staff. The City will award on the basis of the criteria stated herein, and reserves the right to waive or require compliance with any element of the specifications.

3.11 HOW TO RESPOND:

Supply the required information on the response and prequalification form. An authorized agent of your organization must sign and date the response form and any supplementary proposal document.

If a prospective bidder needs clarification or interpretation of any items in the General Conditions, and/or Specifications, he/she must request such in writing, addressed to the Director of Purchasing at least fourteen calendar days prior to the bid opening. Responses shall also be in writing, and shall be distributed to all bidders. The City of Norwalk, or its agents shall not be responsible for any oral instructions or interpretations given to a bidder.

Return the response forms, one original and six copies of the bid response, bond (if required), and any informational literature to the ***City of Norwalk Purchasing Department, Room 103, 125 East Avenue, P.O.Box 5125, Norwalk, Ct. 06856-5125*** using the return bid envelope (if provided in your bid package). Be sure to indicate the

request number, name, and opening time on the face of the envelope otherwise we will not be able to insure the confidentiality of the bid.

Late bids – bid submissions delivered or received later than the date and time specified on the invitation to bid will not be considered and will be returned unopened. The bidder shall assume full responsibility for the timely delivery of their submission at the location designated for the receipt of the submissions.

Failure to follow these guidelines may be just cause for rejection of the bid.

3.12 CRITERIA FOR AWARD:

This Request for proposal/bid does not necessarily contemplate an award based solely on price. Rather, the City reserves its rights to accept or reject any and all proposals / bids, or any part thereof, to waive defects in the same, or accept any proposal / bid or a combination of proposals / bids deemed to be in its best interests.

3.13 THE RFP PROCESS:

Bids are advertised as required by law. The City may also mail invitations to businesses as it deems appropriate. Placement on a vendor mailing list or a history of having received invitations in the past or having received prior contract awards in no way obligates the City to continue any form of direct notification. At the discretion of the Purchasing Agent the City may remove vendors from the mailing list for whatever reason including a poor performance history or failure to respond to previous invitations.

Refer any questions that may arise during the solicitation and award process, in writing, to the Purchasing Agent.

3.14 TIME PROVISIONS:

The content of any proposal submitted is to remain valid and available to the City for ninety (90) days from the day proposals are due.

3.15 ASSIGNMENT OF CONTRACT:

The successful candidate agrees that he will not assign, transfer, or subcontract any portion of the award.

3.16 INDEMNIFICATION:

Contractor shall not assert any claim arising out of any act or omission by any agent, officer or employee of the City in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may be made against the City.

No member of the governing body of the City, and no other officer, employee, or agent of the City shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Norwalk; and the Contractor covenants

that no person having such interest shall be employed in the performance of this Agreement.

The Contractor expressly agrees to at all times indemnify, defend and save harmless the City of Norwalk and its respective officers, agents, and employees on account of any and all demands, claims, damages, losses, litigation, financial costs and expenses, including counsel's fees, and compensation arising out of personal injuries (including death), any damage to property, real or personal and any other loss, expense or aggrievement directly or indirectly arising out of, related to or in connection with the Project and the work to be performed hereunder by the Contractor, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Agreement and shall not be limited by reason of any insurance coverage.

3.17 WARRANTIES, GUARANTEES, & INSTRUCTIONS:

All work shall be warranted by the Contractor for a minimum period of two (2) years from the date of completion of the work against all defective workmanship and materials furnished by the Company. Where longer periods of Warranty/ Guarantee are required by these specifications, the contract documents, or are provided for by specific or implied warranty of materials, goods or equipment or by general law, the longer period of time will govern.

The Contractor shall promptly replace or repair in a manner satisfactory to the City any such defective work after notice from the City to do so. Work will be assumed to be defective if it is determined by the City that the material or equipment is not performing in a satisfactory manner, consistent with its intended use or operation. If the Contractor fails to make such replacement or repairs, the City may perform or cause to be performed all necessary work and the Company and its sureties shall be liable for all costs thereof.

Original manufacturers' warranties, guarantees, instruction sheets, parts lists, and certificates of title are to be delivered to the Purchasing Agent. Copies of all such materials are to be provided to the department accepting delivery.

3.18 TERMS AND CONDITIONS: See Section 4

3.19 ASSIGNMENT OF ANTITRUST CLAIMS:

The Contractor offers and agrees to assign to the City of Norwalk all of its right, title and interest in and to any and all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the Connecticut General Statutes, arising out of the purchase of services, goods, property or intangibles of any kind pursuant to a purchase order, contract agreement, subcontract or other form of public purchase by the City of Norwalk. This assignment shall be made and become effective upon award or acceptance by the City of Norwalk of the bid, purchase order or contract agreement with the Contractor without requiring any additional or further act or

acknowledgement by the parties.

The Contractor shall include the terms of this assignment to the City of Norwalk in any contract, agreement or purchase document that it may enter into for services, goods, property or intangibles used for or incorporated into any work or materials, performed for or provided to the City of Norwalk.

3.20 SMOKING POLICY

No person shall smoke in any municipal or school system facility.

3.21 BUILDING PERMIT FEES

Refer to Section 4, 107-01

END OF SECTION

SECTION 4

CITY OF NORWALK GENERAL CONDITIONS FOR CONSTRUCTION

NOTE: SECTION 4 contains the City's General Terms and Conditions for construction. Your Firm is responsible for obtaining a copy of this document prior to bidding. If you do not have a revision dated 04/20/2011 or later on file you may download a copy of this document from the Terms and Conditions section of the City of Norwalk's website at www.norwalkct.org, <http://www.norwalkct.org/DocumentCenter/Home/View/866> Document number 1008.

SECTION 5

LIVING WAGE ORDINANCE

GENERAL INFORMATION

Rev. 033116, Express Request Doc. #1019

NOTE: SECTION 5 contains information concerning City's Living Wage Ordinance. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 03/31/2016 or later on file you may download a copy of this Ordinance from the Terms and Conditions section of the City of Norwalk's website at <http://www.norwalkct.org>

Document number **1019:** <http://www.norwalkct.org/DocumentCenter/Home/View/862>

[illegible]

SECTION I – FORMS OF PROPOSAL

1.1A RESPONSE FORM – BID #3703: Supply and Install of a small generator on the roof of West Rocks Middle School

Vendor Name - <u>A&R Electric Inc.</u>		
Address - <u>31 Miles ST. Bpt. CT. 06607</u>		
Phone - <u>203-368-3912</u>	Fax - <u>203-367-4552</u>	Email - <u>arelectric31@aol.com</u>
Manager - <u>Americo Gloria</u>		Fed ID# <u>06-1351211</u>

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied him as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

1. Base Bid – Supply and Install of a small generator on the roof of West Rocks Middle School

Total Lump Sum Price	\$ <u>34,500.00</u>
Total Lump Sum Price in Writing:	<u>Thirty four thousand five hundred</u>

Bid Security in the form of a (check one) is attached.	☐ Bond	☐ Certified Check
Cost for performance bond <u>included in lump sum</u>	\$ <u>624.00</u>	per thousand dollars
Insurance Agency Name -	<u>Colonial Surety Company</u>	Tel. -
Agency Address -	<u>50 Chestnut Ridge Rd. Montvale, NJ 07645</u>	

Submitted by - <u>Rita Alfano</u>	<u>Bond Administrator</u>	<u>9/20/16</u>
Authorized Agent of Company (name and title)		Date

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	<u>1</u>	Dated	<u>9/16/2016</u>	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

PROJECT:	3703 Supply and Install of a small generator on the roof of West Rocks Middle School
VENDOR NAME:	ABR Electric Inc

1.2 STATEMENT OF BIDDERS QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1. Number of years in business - 34 years
2. Number of personnel employed Part-time - 8, Full - 8
3. List projects of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.
Broad Brook Water Filtration Pump Station	Oct 2015		
Colchester Repair & Electrical Facility	Oct 2014	Peter Gawn	800-676-9900
Stamford Humane Barnier Upgrade	Nov 2015	Pat Dwin	413-593-6791

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	☐	general partnership	
	☐	limited partnership	
	☐	limited liability corporation	
	☐	limited liability partnership	
	☒	corporation doing business under a trade name	
	☐	individual doing business under a trade name	
	☐	other (specify)	
5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes ☒	No ☐
	Out-of-State corporations - Do you have a valid licence to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes ☒	No ☐
6. Is your local organization an affiliate of a parent company? If so, indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:			
Business Name			
Address			
City	State	Zip	
Name of Agent			

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

7. The awarded contractor may be required to submit one copy of the following information relative to its company's financial statements prior to contract signing. This information must represent the current circumstance which surrounds the financial position of the bidding organization. Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

8. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE
Southeast Contracting	1730 Commerce Dr Ste B Beth CT 06605	Jeff Sinto	203-334-0323

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

Will be performing the gas piping.

SECTION 1 – FORMS OF PROPOSAL

1.1A RESPONSE FORM – BID #3703: Supply and Install of a small generator on the roof of West Rocks Middle School

Vendor Name - <u>Northeast Generator Co</u>		
Address - <u>625 John Street Bridgeport CT 06604</u>		
Phone - <u>(203) 336-3031</u>	Fax - <u>(203) 337-1284</u>	Email - <u>nrivers@northeastgenerator.com</u>
Manager - <u>Nicholas Rivers</u>		Fed ID# <u>061046634</u>

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied him as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

1. Base Bid – Supply and Install of a small generator on the roof of West Rocks Middle School

Total Lump Sum Price	\$ <u>39,640.-</u>
Total Lump Sum Price in Writing:	<u>Thirty Nine Thousand Six Hundred Forty Dollars</u>

Bid Security in the form of a (check one) is attached.	☒ Bond	☐ Certified Check
Cost for performance bond included in lump sum	\$ <u>17</u>	per thousand dollars
Insurance Agency Name -	<u>Merit Insurance Inc.</u>	Tel. - <u>(203) 367-5328</u>
Agency Address -	<u>One Enterprise Drive Suite 310 Shelton CT 06484</u>	
Submitted by -	<u>Mark Holznor VP</u>	
Authorized Agent of Company (name and title)		Date <u>9-20-16</u>

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	<u>1</u>	Dated	<u>9-16-16</u>	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

PROJECT:	3703 Supply and Install of a small generator on the roof of West Rocks Middle School
VENDOR NAME:	Northeast Generator Co.

1.2 STATEMENT OF BIDDERS QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1. Number of years in business - 52
2. Number of personnel employed Part-time - 0, Full - 27
3. List projects of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.
See Attached - Current + Completed Projects			

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	general partnership		
	limited partnership		
	limited liability corporation		
	☒ limited liability partnership,		
	corporation doing business under a trade name		
	individual doing business under a trade name		
	other (specify)		
5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
	Out-of-State corporations - Do you have a valid licence to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No
6. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:			
Business Name			
Address			
City		State	Zip
Name of Agent			

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

7. The awarded contractor may be required to submit one copy of the following information relative to its company's financial statements prior to contract signing. This information must represent the current circumstance which surrounds the financial position of the bidding organization. Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

8. **SUBCONTRACTORS:** If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE
N/A			

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Northeast Generator of CT., Inc.

596 John Street
Bridgeport, CT 06604

SURETY:

(Name, legal status and principal place
of business)

Fidelity & Deposit Company of Maryland
500 Enterprise Drive, Suite 2A
Rocky Hill, CT. 06067

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

OWNER:

(Name, legal status and address)
City of Norwalk

125 East Avenue
Norwalk, CT. 06856

BOND AMOUNT:

Ten Percent of Amount Bid (10%)

PROJECT:

(Name, location or address, and Project number, if any)

Supply and Install Small Generator on the Roof of West Rocks Middle School #3703

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of September, 2016

(Witness)


(Witness)

Northeast Generator of CT., Inc.

(Principal)

(Seal)

(Title)

Fidelity & Deposit Company of Maryland

(Surety)

(Seal)

(Title)

Christopher J. Gomo, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Int.

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EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 20th day of September, 2016.



Geoffrey Delisio

Geoffrey Delisio, Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Merit Insurance, Inc. One Enterprise Drive, Suite 310 Shelton CT 06484		CONTACT Michelle DiLeonardo PHONE (203) 367-5328 FAX (203) 331-8608 E-MAIL mdileonardo@meritinsurance.com ADDRESS	
INSURED Northeast Generator Company 625 John Street Bridgeport CT 06604		INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford Insurance INSURER B: St. Paul INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 29424 24767	

COVERAGES **CERTIFICATE NUMBER:** 16/17 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR	X	Y	31CESOA8232	7/1/2016	7/1/2017	MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☒ SCHEDULED AUTOS	X	Y	31UUNU8829	7/1/2016	7/1/2017	\$
B	☒ UMBRELLA LIAB						EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB						AGGREGATE \$ 5,000,000
	☐ DED ☐ RETENTIONS	X	Y	QZ05725181	7/1/2016	7/1/2017	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
			N/A				E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				31WBQT6707	7/1/2016	7/1/2017	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Generator on roof of West Rocks Middle School

City of Norwalk is listed as additional insured. Coverage is primary and non-contributory. Waiver of subrogation applies.

CERTIFICATE HOLDERCity of Norwalk
125 East Avenue
Norwalk, CT 06851**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Caldwell/JAMIE

ACORD 25 (2010/05)
INS025 (201005) 01

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Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Key Personnel & Officers

LOUIS HOLZNER

30 Cunrutt Road
Newtown, CT 06470
(203) 615-1689

President and Chief Operating Officer, 48 years in Construction Management and Supervision.
Extensive Experience in Electrical Contracting and General Contracting.

MARK HOLZNER

164 Farist Road
Fairfield, CT 06430
Cell #: (203) 410-8311

Vice President and General Supervising Officer, 30 Years in Construction Management. Estimator /
Project Manager / Supervisor of General Sales. Chief Work Force Dispatcher.

JOEL YENCHO

725 Ridge Road
Orange, CT 06477
Cell# (203) 395-8164

General Manager

FRANK MARKUT

59 Mile Hill South Road
Newtown, CT 06740
Cell #: (203) 410-8317

Licensed Electrician EI, Project Manager 27 years, Construction Supervisor.

ADAM PRYOR

19 Diane Drive
Monroe, CT 06468
Cell#: (203) 258-6179

Field Operations Manager

Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

References

Generac Power Systems

S45 W29 290 Highway 59
Waukesha, WI 53187

Diane Thames

(262) 544-4811 ext: 3656

Cummins

914 Cromwell Avenue
Rocky Hill, CT 06067

Mike Ritty

(888) 762-7744

Gexpro

1000 Bridgeport Ave.
Shelton, CT 06484

Donald Luzetsky

(203) 925-2472

Fleetpride

470 Naugatuck Avenue
Milford, CT

Mark Fiasconaro

(203) 877-2716

Winco

255 South Cordova Avenue
LeCenter, MN 56057

Tony Eberle

(507) 357-8342

Kraft Power

199 Wildwood Avenue
Woburn, MA 01801-2024

John Luongo

(860) 969-6121



Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Current Projects

East Hartford Housing Authority
1403 Main Street & 42 Hamilton Rd
East Hartford, CT 06108
Contact: Andre Dumas 860-748-1951
175kW & 60kW Generator Installation
\$166,820.00

Town of Glastonbury
Police and Fire Department
2108 Main Street
Glastonbury, CT 06033
Contact: Dave Sacchitella 860-652-7706
150kW & 80 KW Generator Replacement
\$192,400.00

Salisbury Central School
15 Lincoln City Road
Lakeville, CT 06039
Contact: Sam Herrick 860-824-0875
100 KW Generator Installation
\$67,410.00



Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Completed Projects in the last 6 years

Trumbull B.O.E.

6254 Main Street

Trumbull, CT 06611

Contact: Mark Dering 203-767-7245

80kW Generator Installation

\$58,700.00

Town of Trumbull

Pump Station

5800 Park Ave.

Trumbull, CT 06611

Contact: Fred Micha 203-452-5048

80 KW Generator Replacement

\$41,695.00

Town of North Branford

Fire Station Company #3

1958 Middletown Ave.

North Branford, CT 06471

Contact: Chief William Seward 203-627-0630

50 KW Generator Installation

\$53,800.00

Inspirica

141 Franklin Street

Stamford, CT 06901

Contact: Tom Marullo 475-205-8833

300 KW Generator Installation, 1200A ATS, 600A Fire Pump ATS

\$295,250.00

Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Completed Projects in the last 6 years

Ox Ridge Elementary School

395 Mansfield Ave.

Darien, CT 06820

Contact: Michael Lynch 203-656-7418

125 KW Generator Installation

\$132,420.00

Town of Westport P.D.

50 Jessup Road

Westport, CT 06880

Contact: Michael Frawley 203-341-5082

150KW Generator Installation

\$118,890.00

Wallingford WPCA

25 Sharon Drive

&

102A Farm Hill Road Pump Stations

Wallingford, CT 06492

Contact: Terry Smith 203-949-2677

Two (2) 15 KW Generator Installation

\$45,826.00

Wilton Pump Station

School Road & Route 7

Wilton, CT 06897

Contact: Mike Ahern 203-563-0153

50 KW Generator Replacement

\$38,090.00

Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Completed Projects in the last 6 years

New Fairfield Fire House COA

302 Ball Pond Road

New Fairfield, CT 06812

Contact: Patty Mota 203-312-5653

80kW Generator Installation

\$72,300.00

State of Connecticut DMHAS

500 Vine St.

Hartford, CT 06112

Contact: David Ewell 860-262-5303

275 KW Generator Installation

\$179,400.00

Town of Ridgefield Park and Rec. Facility

193 Danbury Road

Ridgefield, CT 06877

Contact: Charles Fisher 203-431-2751

1000A Emergency Transfer Switch Installation

\$69,340.00

American Red Cross

158 Brooklawn Avenue

Bridgeport, CT 06604

Contact: Walter Murdoch 203-515-2781

48kW Generator Installation

\$31,431.00

Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Completed Projects in the last 6 years

Stratford Housing Authority

295 Everett St.

Stratford, CT 06615

Contact: Kevin Nelson 203-375-4483 X-113

30KW & 50 KW Generator Installation

\$106,850.00

Town of Westport B.O.E.

Staples High School

70 North St.

Westport, CT 06880

Contact: Robert Woosley 203-341-1271

Two 800 Amp Automatic Transfer Switches Installation

\$37,480.00

S. Meriden V.F.D.

31 Camp St.

Meriden, CT

Contact: Chief Keith Gordon 203-630-4499

40 KW Generator Installation

\$31,765.00

Stamford Housing Authority

Wormser Congregate Housing

28 Vine Rd.

Stamford, CT 06605

Contact: Peter Stothart 203-977-1400 x-3322

150 KW Generator Installation

\$127,740.00

Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Completed Projects in the last 6 years

Greater New Haven Water Pollution Control Authority

260 East Street

New Haven, CT 06511

Contact: Tom Sgroi 203-466-5185

**150 KW Generator Installation Performed 2013
\$128,730.00**

Harvest Time Church

1338 King Street

Greenwich, CT 06831

Contact: Pastor Steve Petfield 203-531-7778

**175 KW Generator Installation Performed 2013
\$149,900.00**

Elmwood Community Center

1106 New Britain Ave.

West Hartford, CT

Contact: Mike Longo 860-5461-7927

**200 KW Generator Installation Performed 2013
\$157,680.00**

Bridgeport Health Care

600 Bond St.

Bridgeport, CT 06610

Contact: Kris Rodelsturtz, Chaim Stern 203-384-6400

**750KW Generator Installations Performed 2012
\$547,000.00**

Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Completed Projects in the last 6 years

Leahy's Fuel

17 Old Shaerman Tpke.

Danbury, CT 06810

Contact: Steve Rosentel 203-748-3535 x-208

75 KW Generator Installation Performed 2012

\$24,950.00

Stratford Municipal Center

468 Birdseye St.

Stratford, CT 06615

Contact: Maurice McCarthy 203-385-4080

200 KW Generator Installation Performed 2012

\$107,879.00

Norwalk Maritime Center Parking Garage

11 North Water St.

Norwalk, CT 06854

Contact: Charlie Vinci 203-831-9063

150 KW Generator Installation Performed 2012

\$120,000.00

Trumbull Senior Center

23 Priscilla Pl.

Trumbull, CT 06611

Contact: Dimitri Paris 203-452-5075

100 KW Generator Installation Performed 2012

\$58,800.00

Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Completed Projects in the last 6 years

American Seal and Engineering

295 Indian River Rd.

Orange, CT 06477

Contact: Alan Michaud 203-789-8819

200 KW Generator Installation Performed 2012

\$40,000.00

Paradigm Health Care

310 Terrace Ave.

West Haven, CT 06516

Contact: Lyndon Reid 203-932-2247 x-109

150 KW Generator Installation Performed 2012

\$84,600.00

Town of Ridgefield

400 Main St.

Ridgefield, CT

Contact: Charles Fisher 203-431-2751

100 KW Generator Installation at Town Hall 2011

\$58,340.00

Trumbull Hillcrest Middle School

530 Daniels Farm Rd.

Trumbull, CT

Contact: Steve Kennedy 203-452-4306

150 KW Generator Installation Performed 2010

\$80,723.00

Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Completed Projects in the last 6 years

Town of Watertown

747 French St.

Oakville, CT 06779

Contact: Vinny Caterino 860-945-5299

175 KW Generator Installation performed 2009

\$54,492.00

St. Camillus Health Care Center

494 Elm St.

Stamford, CT 06902

Contact: Mike LaMagna

500 KW Generator Installation performed 2008

\$172,012.00

Cox Radio

440 Wheelers Farm Rd.

Milford, CT 06460

Contact: Dom Bordonaro 203-783-8260

100KW Generator Installation performed 2008

\$47,700.00

Simsbury High School

34 Farms Village Rd.

Simsbury, CT 06070

Contact: Rick Hewey 860-658-0451 x-106

250 KW Generator Installation performed 2007

\$224,365.75

Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Bank and Bonding

Union Savings Bank

411 Monroe Turnpike

Monroe, CT 06468

Telephone #: (203) 791-7248

Fax #: (203) 452-5397

Attn: Anne Marie Hogan

ahogan@unionsavings.com

Fidelity & Deposit Company Of Maryland

Como & Nicholson

501 Main St.

Monroe, CT

Telephone #: (203) 445-8388

Fax #: (203) 445-8334

Attn: Mr. Chris Como

STATE OF CONNECTICUT + DEPARTMENT OF CONSUMER PROTECTION

Be it Known That

L HOLZNER ELECTRIC CO

596 JOHN ST

BRIDGEPORT, CT 06604-3927

has been certified by the Department of Consumer Protection as a

MAJOR CONTRACTOR

Registration #: MCO.0900418

Effective Date: 07/01/2016

Expiration Date: 06/30/2017

verify online at www.elicense.ct.gov

Jonathan A. Harris
Jonathan A. Harris, Commissioner

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

LOUIS HOLZNER
30 CURRITUCK RD
NEWTOWN, CT 06470-1330

has been certified by the Department of Consumer Protection as a licensed

ELECTRICAL UNLIMITED CONTRACTOR

License # ELC.0101214-E1

Effective: 10/01/2015

Expiration: 09/30/2016

Attest
Jonathan A. Harris, Commissioner

Office of the Secretary of the State of Connecticut

I, the Connecticut Secretary of the State, and keeper of the seal thereof,
DO HEREBY CERTIFY, that the certificate of incorporation of

NORTHEAST GENERATOR OF CONNECTICUT, INC.

a domestic STOCK corporation, was filed in this office on June 11, 1986, a certificate of dissolution has not been filed, the corporation has filed all annual reports, and so far as indicated by the records of this office such corporation is in existence.



Secretary of the State

Date Issued: May 06, 2016

STATE OF CONNECTICUT

DEPARTMENT OF CONSUMER PROTECTION

ELECTRICAL UNLIMITED CONTRACTOR

LOUIS HOLZNER

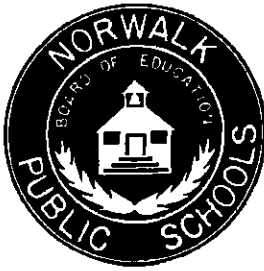
30 CURRITUCK RD

NEWTOWN, CT 06470-1330

LIC. / REG NO.	EFFECTIVE	EXPIRES
ELC.0101214-F1	10/01/2015	09/30/2016

SIGNED

Louis Holzner



NORWALK PUBLIC SCHOOLS

CENTRAL OFFICE

125 East Avenue • P.O. Box 6001
Norwalk, Connecticut 06852-6001
(203) 854-4000

MEMORANDUM

Date: October 5, 2016

To: District B Councilwoman Faye Bowman

From: William Hodel, Director of Facilities & Maintenance NPS

Re: West Rocks Middle School - NPD Generator

As per a request from the Norwalk Police Department, please be advised that the Norwalk Public Schools is aware and has approved the installation of a gas powered generator to be installed on the north east exposure of the upper most roof at West Rocks Middle School. This generator will be utilized to provide constant power to the existing Norwalk Police Department antenna/repeater in the event of an electrical outage. The installation, maintenance and ongoing utility costs will be borne by the Norwalk Police Department.

I am available for any questions you may have.

cc: Common Council President Bruce Kimmel
Frank Costanzo
Thomas Hamilton
Joseph Rios
George Sevc
Rita Clark
Lynne Moore
Ashley Gonzalez
John Praveen
Irene Dixon
Michael Docimo

VII. D

**THE PLANNING COMMITTEE
OF THE COMMON COUNCIL**

**125 East Avenue
P.O. Box 5125
Norwalk, CT 06856**

TO: MEMBERS OF THE NORWALK COMMON COUNCIL

FROM: SUSAN SWEITZER, SENIOR PROJECT MANAGER

RE: DECD FINANCIING PROPOSAL FOR WAYPOINTE PHASE II

DATE: SEPTEMBER 29, 2016

.....

The State of Connecticut Department Economic & Community Development is proposing a financial assistance grant in the amount of \$3,000,000 to the City of Norwalk for the completion of Phase II public infrastructure improvements associated with the Waypointe development. These improvements would include utility work, sidewalks, streetscapes and lighting within the project area.

**ACTION REQUESTED: APPROVE THE FINANCIAL ASSISTANCE
PROPOSAL FOR WAYPOINTE DEVELOPMENT –
PHASE II WITH DECD FOR PUBLIC
INFRASTRUCTURE IMPROVEMENTS FOR A
TOTAL COST OF \$3,000,000**

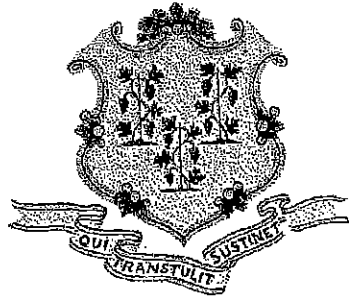
**AUTHORIZE THE MAYOR, HARRY RILLING, TO
EXECUTE THE FINANCIAL ASSISTANCE
PROPOSAL AND ALL DOCUMENTS NECESSARY
TO FULLY EXECUTE AN ASSISTANCE
AGREEMENT WITH DECD FOR PUBLIC
INFRASTRUCTURE IMPROVEMENTS FOR A
TOTAL COST OF \$3,000,000**

State of Connecticut

Governor Dannel P. Malloy

Department of Economic and Community Development

Catherine H. Smith, Commissioner



Financial Assistance Proposal

For

Waypointe Development – Phase II

City of Norwalk

September 2016

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BACKGROUND

Applicant Description:

The Norwalk Redevelopment Agency (NRA), is the redevelopment agent for the City of Norwalk. the NRA administers capital development grants and programs and has a well documented and demonstrated capacity to manage difficult construction and redevelopment projects for the City. The NRA has completed many Norwalk projects as a partner to the Department of Economic and Community development (DECD) and has finished major road reconstruction projects, brownfield cleanup projects, a multi-level garage, and Maritime museum project to name a few. The NRA was established in 1950 under the Housing Act of 1949 (Title V of P.L. 81-171 and thChapter 130of the C.G.S. Norwalk has a population of 84,877 residents. Norwalk's boundaries encompass 23 square miles. Norwalk is a culturally rich, diversified, urban community. Norwalk is home to the Lockwood-Mathews Mansion Museum and the Maritime Aquarium at Norwalk.

Project Description:

This grant will provide funding to the City of Norwalk for revitalization of the 1.8 mile West Avenue corridor. This corridor connects South Norwalk and Wall Street, in the City's downtown. The grant will be used to complete the public infrastructure Improvements, including storm and sanitary sewers, sidewalks and streetscapes and lighting improvements. The City's redevelopment plan will create a new mixed-use development project that will include up to 478,000 square feet of new residential construction; 405,000 square feet of retail development; 45,000 square feet of office space; and up to 180,000 square feet of restaurant, entertainment and health-related facilities, in the area north of the I-95 interchange.

SOURCE AND USE OF FUNDS

Sources of Funds	
Department of Econ. And Comm. Develop. – UA (OPM)	\$ 3,000,000
Total	\$ 3,000,000

Use of Funds	
Legal (DECD)	\$ 5,000
Construction – Public Infrastructure	\$2,995,000
Total	\$3,000,000

- *The figures above may be amended from time to time through requests for revisions to the Project Financing Plan and Budget, as approved by the Department of Economic and Community Development.*

FINANCIAL ASSISTANCE PROPOSAL

This financial assistance proposal is based upon the commitment of the City of Norwalk (hereafter, the "Applicant"), to implement the project as described herein. The State of Connecticut, acting through the Department of Economic and Community Development (hereafter, "DECD") and under the provisions of the C.G.S. Sec. 4-66c (the "Urban Act") proposes a financial assistance package consisting of a grant in the total amount of

\$3,000,000. DECD financial assistance shall not exceed \$3,000,000 or fifty percent (50%) of the total project cost as described in this proposal, whichever is less, as set forth in the most recently approved Project Financing Plan and Budget. The components of this financial assistance are outlined below:

Applicant:	City of Norwalk
DECD Financing:	\$ 3,000,000 Grant
Amount and Use of DECD:	\$ 2,995,000 Construction – Public Infrastructure
	5,000 DECD Legal
	\$ 3,000,000 TOTAL

ENVIRONMENTAL COMPLIANCE

Environmental Condition of the Real Property

As determined by DECD, the environmental site assessments, survey, reports and remedial action plans will be prepared for real property subject to project activities. A professional firm licensed to practice in the State of Connecticut shall prepare the reports. The scope of investigations and report shall conform to the applicable Department of Environmental Protection laws and regulations, and the applicable American Standards for Testing Materials document standards. Copies of all reports shall be made available to DECD.

If the Applicant and/or other parties for the subject properties within the project area have conducted Environmental Site Assessments, copies of such documents must be submitted to DECD.

CONSTRUCTION COMPLIANCE

The DECD requires submission of project design documents, specifications, construction bid documents and cost estimates and other documents outlined in Schedule A. All submissions are subject to review, comment, and/or approval by the DECD's Office of Financial Review and Special Projects and/or the DECD Commissioner. Unless notified by DECD, for projects with a total project cost of \$250,000 or less, the grantee will be required to certify that the project is in compliance with DECD design, bidding, contracting and construction monitoring requirements. In these cases, it will be the responsibility of the grantee to certify and submit the appropriate documentation during the pre-bid phase, construction phase and close-out phase of the project.

The Applicant shall submit for review and comment the following construction-related documents which need to comply with DECD design, bidding, contracting and construction monitoring Requirements: a) bid package(s) including procedures for bidding; b) bid selection process and results; c) bonding and insurance requirements; d) copies of contracts; e) schedule of values; f) payment requisitions and change orders.

DECD requirements for approval of the release of funds for construction include review of construction documents, latest updated budget, submittal of bidding process, project schedule and cash flow updates, monthly reports, and any appropriate back up materials

as may be needed for review such as application and certificate of payment (AIA Document G702) approved by the architect and/or engineer, appropriate invoices, etc.

EMPLOYMENT

Department of Labor Employment

Number Access Agreement:

The Applicant agrees that the DECD may obtain directly from the Connecticut Department of Labor and disclose, as part of its reporting requirements to the Connecticut State Legislature and Auditors of Public Accounts, information pertaining to employment levels at your operation. It is acknowledged and agreed that the information so obtained and disclosed may include employer name, address, and number of employees, by facility location, for the purpose of fulfilling DECD's reporting requirements in accordance with Connecticut General Statute 32-1m, as may be amended or modified. In addition, this employment information may be utilized for purposes of performing employment reviews and research related activities conducted by DECD.

The Applicant also agrees that it will complete DECD's an annual job survey that is needed to assist in the completion of DECD's annual jobs report as required under Connecticut General Statute 32-1m, as may be amended or modified.

The Authorization Form has been attached as Schedule B.

INSURANCE

The Applicant shall maintain all required insurance in amounts, form, substance, and quality acceptable to DECD, as described more fully in Schedule C, attached to this proposal. A certificate evidencing such insurance shall be delivered to the Commissioner at the time of execution of the Assistance Agreement, and annually thereafter for the duration of the Project Financing Plan and Budget. Annual submissions should be sent to DECD, Attn: Office of Financial Review and Special Projects, 505 Hudson Street, Hartford, CT 06106.

REPORTING

Financial Reporting

The Applicant may be required to provide its annual financial statements and notes on no less than a Audit level upon request by DECD.

Project Audit

Each Applicant subject to a federal and/or state single audit must have an audit of its accounts performed annually (see Schedule D). The audit shall be in accordance with the DECD Audit Guide (located at <http://www.ct.gov/ecd/cwp/view.asp?a=1096&q=249676>) and the requirements established by federal law and state statute. All Applicants not subject to a federal and/or state single audit shall be subject to a Project-specific audit of its accounts within ninety (90) days of the completion of the Project or at such times as required by the Commissioner. Such audit shall be in accordance with the DECD Audit Guide. An independent public accountant as defined by generally accepted government-auditing standards (GAGAS) shall conduct the audits. At the discretion and with the

approval of the Commissioner, examiners from the Department of Economic and Community Development may conduct Project-specific audits.

The completion of the project will be determined by the end date of the most recently approved Project Financing Plan and Budget.

Semi-Annual Project Financial Statements

The Applicant will also be required to provide unaudited Balance Sheet and cumulative Statement of Program Cost to the Commissioner in the approved DECD project statement format as outlined in the most current Accounting Manual located at <http://www.ct.gov/ecd/cwp/view.asp?a=1096&q=249670> (see accounting manual financial statements). This information shall be due within 30 days after June 30th and December 31st until the Project Financing Plan and Budget expires.

Project Progress Reporting

The Applicant shall submit quarterly project milestone and progress reports acceptable to the DECD. These reports shall delineate progress in the area of fundraising as well as construction of the project. The reports will be due January 2, 2017 and will be required to be provided until the expiration of the Project Financing Plan and Budget.

REQUIRED DOCUMENTS

The Applicant must provide the following required documents prior to contract closing. No financial assistance agreements will be signed by DECD until all required documents have been received, which include the following:

- NA

PROJECT START/END DATE

For purposes of this proposal this project will have a start date of July 12, 2016, and any eligible Applicant project expenditures after that date will be permitted as part of the project. The end date of the project will be determined by the most recently approved Project Financing Plan and Budget.

EXPIRATION

The NRA must accept this proposal no later than October 6, 2016, 30 calendar days after the date of proposal. In the event the DECD does not receive the acceptance of this proposal by the aforementioned date, the offer will be considered null and void and withdrawn.

INSTANCES OF DEFAULT

If funding for the project is approved, the Assistance Agreement between DECD and the Applicant may be subject, but not limited to the following default provisions: breach of agreement, misrepresentation, unpaid judgments, receivership or bankruptcy, change in business structure, adverse change in the financial condition of the Applicant, condemnation or seizure, lack of adequate security, cancellation of insurance, failure to pay debts, violation of terms in other project documents. In addition to repayment in full of the funding, DECD's remedies may include, but not be limited to, the ability to collect

an additional 5% in liquidated damages on the total amount of financial assistance, and to charge a 15% per annum rate of interest on financing provided.

CLOSING AND TRANSACTION COSTS

The Applicant shall be responsible for the payment of all necessary and appropriate costs associated with this transaction, whether or not a closing takes place, including but not limited to the State's attorneys fees and other such costs incurred by the State or associated with securing the State Financial Assistance. Such costs may also include reasonable attorney fees, appraisal costs, and other possible fees and costs related to the closing. No financing will be provided until the Applicant has paid DECD's legal fees.

LABOR COMPLIANCE

Nondiscrimination

The Applicant will comply with Connecticut General Statutes section 4a-60, as may be amended, which prohibits the Applicant from discriminating or permitting discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.

The Applicant will comply with Connecticut General Statutes section 4a-60a, as may be amended, which prohibits the Applicant from discriminating or permitting discrimination against any person or group of persons on the grounds of sexual orientation.

The Applicant will provide written representation or documentation that certifies the Applicant complies with the State's nondiscrimination agreements and warranties.

Affirmative Action

The Applicant will comply with Connecticut General Statutes Section 4a-60, which prohibits the Applicant from engaging in or permitting discrimination in the performance of the work involved as well as requires that the company take affirmative action to ensure that all job applicants with job related qualifications are employed and that employees are, when employed, treated in a nondiscriminatory manner.

Executive Order Number Three

The Applicant will comply with Executive Order Number Three, which gives the State Labor Commissioner continuing jurisdiction over Agreement performance in regard to nondiscrimination. It empowers the State Labor Commissioner to cancel, terminate or suspend the Assistance Agreement for violation of or noncompliance with the order or any state or federal law concerning nondiscrimination.
<http://www.cslib.org/exeorder3.htm>

Executive Order Number Sixteen

The Applicant will comply with Executive Order Number Sixteen, of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workplace Prevention.

The Assistance Agreement may be cancelled, terminated or suspended by the State for violation or noncompliance with said Executive Order No. Sixteen.

<http://www.ct.gov/governorowland/cwp/view.asp?A=1328&Q=255942&pp=12&n=1>

Executive Order Number Seventeen

The Applicant will comply with Executive Order Number Seventeen, which gives the State Labor Commissioner and DECD joint and several jurisdiction in respect to Agreement performance in regard to listing all employment openings with the Connecticut Employment Service. <http://www.cslib.org/exeorder17.htm>

WITHDRAWAL OF FINANCIAL ASSISTANCE PROPOSAL

Notwithstanding any other provisions of this proposal, the State, in its discretion, may elect to withdraw this proposal and withhold payment of funds if:

- The Applicant shall have made to the State any material misrepresentation in the project data supporting the funding request, in the application or any supplement thereto or amendment thereof, or thereafter in the agreement, or with respect to any document furnished in connection with the project; or
- The Applicant shall have abandoned or terminated the project, or made or sustained any material adverse change in its financial stability and structure, or shall have otherwise breached any condition or covenant, material or not, in this proposal and/or thereafter in the agreement.

ADDITIONAL TERMS AND CONDITIONS

The Applicant and its principals will comply with Section 9-612 of the Connecticut General Statutes, which requires that on and after December 31, 2006, no principal of a state contractor or prospective state contractor shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee. A violation of this statute could void any existing contracts with the State of Connecticut and could prevent any future contracts from being awarded for up to one year after the election for which such contribution is made or solicited.

The Applicant acknowledges that the obligation of DECD to provide the financial assistance set forth herein is subject to the normal State approval process, including but not limited to approval by the State Bond Commission, and may be subject to review and approval of any documentation by the Attorney General as to form and substance.

The State financial assistance will be subject to the standard terms and conditions established by DECD for financial assistance under the Sec. 4-66c of the Connecticut General Statutes. The Applicant will enter into an Assistance Agreement with the State of Connecticut, acting through DECD, which will contain but not be limited to provisions of this proposal, and set forth the terms and conditions of the state financial assistance, and

will execute and/or deliver such other documents, agreements, and instruments as DECD may require in connection with the State financial assistance or any required security.

This proposal is not a contract by the State of Connecticut or the Applicant. The State shall not be bound until a contract has all approvals required by law, and is executed in accordance with all applicable State procedures.

DECD CONTACTS AND OTHER SERVICES

Development Manager: Your Development manager is responsible for coordinating all aspects of your project as it moves forward. Please consider the development manager as your main point of contact throughout the life of your project.

Contact: Ned Moore

Phone #: 860 270-8148

Community Development Director: Your Director is also available to you at any time for issues pertaining to all aspects of your project.

Contact: Tim Sullivan

Phone #: 860 270-8040

CLIENT OBLIGATION CHECKLIST

The following is a brief outline of the documents that will be required to be provided by the Applicant over the life of the agreement. This is not an attempt to define all of the terms and conditions as outlined in this proposal, but to provide a snapshot of the requirements.

General Requirement	Comment	Y E A R S										Status
		1	2	3	4	5	6	7	8	9	10	
Financial Statements	Due annually within xx days after FYE	U	P	O	N	R	E	Q	U	E	S	T
Insurance Certificate	Due prior to expiration	X	X	X	X	X	X	X	X	X	X	
State Single Audit (if applicable for non-profits/municipalities) – See Schedule D	Due within 180 days of FYE until all project funds are expended											
Unaudited balance sheet and Cumulative Statement of Program costs	At the completion of the project	X	X	X								
Special Reports	Upon Request											

Applicant Initials

Date

NEXT STEPS

The enclosed documents, accompanying this financial assistance proposal, must be completed and returned to DECD within thirty (30) calendar days of acceptance of this assistance proposal.

- * Application
- * Project Financing Plan and Budget
- * Municipal (Council and NRA Board) Resolution
- * Nondiscrimination Certification

Please return the signed acceptance letter and initialed Client Obligation Checklist to:

Department of Economic and Community Development
Office of Brownfield Remediation & Development
505 Hudson Street
Hartford, CT 06106

Attn: **Ned Moore, Project Manager**
4th Floor]

SCHEDULE A

Schedule of Submissions and Approvals required for State Assistance

The DECD will require the Applicant to provide certain documents prior to the start of construction and through the completion of the project. In addition, DECD will require certain reviews and opportunities for comment during design and construction, through the completion of the project. The following outlines some of these documents and some of the anticipated DECD approvals:

Submissions to DECD – Start of Project to Construction Completion:

- Schematic Design Plans
- Consultant Contracts
- Consultant Engineering Reports (including civil/site, environmental, geotechnical, and structural).
- CGS 25-68(d) Floodplain Certification Submission (if applicable)
- Appraisal Reports
- Historic and Archeological Surveys, Reports, and Mitigation Deliverables (if applicable)
- Affirmative Action Compliance Reports
- Applicant Bylaws
- Applicant Conflict of Interest Policy
- Cumulative Statement of Program Cost and Project Balance Sheet
- Applicant Single Audit Act Reports
- Third Party Special Inspection Reports
- Monthly Progress Reports by Applicant (format to be approved by DECD)
- Meeting Minutes and Correspondence (between owner, architect, and/or contractor)

DECD Site Development Involvement: DECD requires on and off-site project access on regular basis for review of design and construction developments.

Submissions to DECD Upon Completion of Construction:

- Annual Audit & Management Reports
- Cumulative Statement of Project Cost and Project Balance Sheet
- Certificate of Occupancy (where applicable)
- Record documents (As Built)
- Certificate of Substantial Completion (AIA form G704)
- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706)
- Contractor's Affidavit of Release of Liens (AIA form G706A)
- Subcontractors and Suppliers Release or Waiver of Liens
- Consent of Surety Company to Final Payment (AIA G707)
- Consent of Surety to a Reduction in or Partial Release of Retainage at 50% project completion, if applicable: (AIA form G707A) Requires DECD concurrence.
- Final Application and Certificate for Payment (AIA form G702, and continuation sheet G703)

If the contractor has provided Contractor's Affidavit of Release of Liens (AIA form G706A) and lien waivers from major subcontractors and suppliers, a contractor may request the balance of retainage. If these documents are not provided, retainage can not be paid until 91 days after the date on the Certificate of Substantial Completion.

SCHEDULE B

AUTHORIZATION FOR THE RELEASE OF APPLICANT INFORMATION

I, _____, agree that the Connecticut Department Labor may disclose information pertaining to _____ (the Applicant), such as employer name, address, and number of employees, by facility location, to the Connecticut Department of Economic and Community Development (DECD). This authorization pertains to the following locations and their related Unemployment Insurance Number (UI #). Attach additional sheets, if necessary:

Company Name

Location

UI #

I further agree that DECD may, in turn, disclose such information to the Connecticut General Assembly and Auditors of Public Accounts as part of its reporting requirements pursuant to Connecticut General Statute 32-1m, as may be amended or modified. In addition, I understand that this information may be utilized for purposes of performing employment reviews and research related activities conducted by DECD.

I understand that this authorization may be revoked at any time, except to the extent that action has already been taken in reliance on it. However, I understand that revocation of this authorization may result in default under my financial assistance contract with DECD. This authorization will expire upon the Applicant fulfillment of its contractual obligations with DECD and DECD's fulfillment of its reporting requirements pursuant to Connecticut General Statute 32-1m, as may be amended or modified.

Name (Print or Type)

Title

Signature

Date

SCHEDULE C

Insurance Requirements

(A) Applicant shall procure and maintain for the duration of the Project Financing Plan and Budget (as specified within the proposal) the following types of insurance, in amounts no less than the stated limits, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder; provided however, that if this project is (i) financial assistance of less than \$100,000, (ii) a planning grant, or (iii) a predevelopment loan, only items 1 and 2 as set forth herein shall apply:

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operation, Independent Contractors, Product and Completed Operations and Contractual Liability. If a general aggregate is used, the general aggregate limit shall apply separately to the Agreement or the general aggregate limit shall be twice the occurrence limit.
- 2) Workers' Compensation and Employer's Liability: Statutory coverage in compliance with compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with a minimum limit of \$100,000 each accident, and \$500,000 Disease – Policy limit, \$100,000 each employee.
- 3) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
- 4) Directors and Officers Liability: \$1,000,000 per occurrence limit of liability; provided, however, that Directors and Officers Liability insurance shall not be required for limited liability corporations or limited partnerships.
- 5) Comprehensive Crime Insurance: \$100,000 limit for each of the following coverages: Employee Dishonesty (Form O), Forgery/Alteration (Form B), and money and securities coverage for theft, burglary, robbery, disappearance, and destruction.
- 6) Builders Risk: (Construction Phase) With respect to any work involving the construction of real property during the construction project, if DECD is taking a collateral position in the property, the Applicant shall maintain Builder's Risk insurance providing coverage for the entire work at the project site. Coverage shall be on a Completed Value form basis in an amount equal to the projected value of the project. Applicant agrees to endorse the State of Connecticut as a Loss Payee.
- 7) Property Insurance: (Post Construction) If DECD is taking a collateral position in the property, the Applicant shall maintain insurance covering all risks of direct physical loss,

damage or destruction to real and personal property and improvements and betterments (including flood insurance if property is within a duly designated Flood Hazard Area as shown on Flood Insurance Rate Maps (FIRM) set forth by the Federal Emergency Management Agency (FEMA)) at 100% of Replacement Value for such real and personal property, improvements and betterments or the maximum amount available under the National Flood Insurance Program. The State of Connecticut shall be listed as a Loss Payee.

(B) Additional Insurance Provisions

- 1) The State of Connecticut Department of Economic and Community Development, its officials and employees shall be named as an Additional Insured on the Commercial General Liability policy. Additional Insured status is not required for items (A)2 through (A)7 above.
- 2) Described insurance shall be primary coverage and Applicant and Applicant's insurer shall have no right of subrogation recovery or subrogation against the State of Connecticut.
- 3) Applicant shall assume any and all deductibles in the described insurance policies.
- 4) Without limiting Applicant's obligation to procure and maintain insurance for the duration identified in (A) above, each insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice by certified mail has been given to the State of Connecticut, with the exception that a ten (10) day prior written notice by certified mail for non-payment of premium is acceptable.
- 5) Each policy shall be issued by an Insurance Company licensed to do business by the Connecticut Department of Insurance and having a Best Rating of A-, VII, or equivalent or as otherwise approved by DECD.

SCHEDULE D

TO: Municipal or Nonprofit Agency Grantee – DECD Program

FROM: Michael J. Lettieri, Community Development Director
Office of Financial Review and Special Projects

SUBJECT: DECD and State Single Audit Submission Requirements

Pursuant to Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes, each municipality, audited agency, tourism district and not-for-profit organization that expends state financial assistance equal to or in excess of three hundred thousand dollars in any fiscal year of such nonstate entity beginning on or after July 1, 2009, the entity shall have a single audit made for such fiscal year in accordance with the provisions of the above-referenced General Statutes. If total state financial assistance expended for the fiscal year is for a single state program, a program-specific audit may be conducted in lieu of a single audit.

Copies of the state single audit report package must be filed with the state grantor agencies, the cognizant agency and pass-through agencies (if applicable). Submission of the report package must be made within 30 days of completion of the audit report, if possible, but no later than six months after the end of the audit period. For recipients with a June 30, 2005 fiscal year end, the filing deadline is December 31, 2005. Cognizant agencies must be notified of the Independent Auditor appointed to conduct the audit. Such notification must be made not later than thirty days before the end of the fiscal year of the entity to be audited.

The Office of Policy and Management is the cognizant agency for municipalities, tourism districts, other quasi-governmental entities and nonprofit organizations under the State Single Audit Act. The Dept. of Economic & Community Development is the cognizant agency for Housing Authorities. Your Cognizant Agency has the authority under C.G.S. Section 7-393 and State Single Audit Regulations to grant an extension for filing an audit report past the statutory deadline. In order for such an extension to be considered, an Audit Submission Extension Request Form must be submitted to the cognizant agency no later than 30 days prior to the required filing date. Both the independent auditor and the Chief executive officer of the audited entity must sign the request. If the reason for the extension relates to deficiencies in the entity's accounting system, a corrective action plan must accompany the request. The request may be faxed to the cognizant agency as indicated on the request form.

The following is a list of the required components of a complete audited financial report package that must be filed by the deadline with your cognizant agency, each State agency that provides funding to you, such as the Dept. of Economic & Community Development, and pass-through agencies (if applicable):

1. The Audit Report on the Financial Statements of the auditee
 2. State Single Audit Report or program-specific audit report (if applicable)
 3. Federal Single Audit Report (if applicable)
-

4. Municipal Audit Questionnaire (Municipalities & Audited Agencies)
5. Management Letter (if applicable)
6. Corrective Action Plan (if applicable)
7. Report on Compliance and on Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

The DECD requires that the DECD Audit Guide must be used in conjunction with a State Single Audit of DECD programs. The only additional requirements are that the DECD programs be tested for compliance with laws and regulations using the compliance supplements contained in Appendix A of this guide and that the financial statement format outlined in Exhibit 4-2 of the guide be followed. The DECD *Consolidated Audit Guide for DECD Programs* is available at the following Website: <http://www.ct.gov/ecd> under Miscellaneous Publications.

State Single Audit Regulation Sec. 4-236-28, states, "In cases of continued inability or unwillingness to have a proper audit conducted of a program in accordance with these regulations, **state agencies** shall consider appropriate sanctions concerning the program including but not limited to:

- (a) withholding a percentage of awards until the audit is completed satisfactorily;
- (b) withholding or disallowing overhead costs; or
- (c) suspending state awards until the audit is completed".

Any nonstate entity, which fails to have the audit report filed on its behalf within six months after the end of its fiscal year or within the time granted by the cognizant agency, may be assessed a civil penalty of not less than \$1,000 but not more than \$10,000.

While these are strong measures and in most instances not needed, they define the measures that state agencies and OPM may take to ensure that those grantees receiving state financial assistance submit timely and appropriate audit reports.

In summary, as a grantee of a DECD program, please file the following documents as applicable with DECD and OPM by the dates indicated:

File the following with the state grantor agency – [DECD, Office of Financial Review and Special Projects, 505 Hudson Street, Hartford, CT 06106]:

- *Complete Audit Reporting Package if your entity is subject to filing a State Single Audit (must be submitted within 30 days of completion but no later than the filing period deadline),*
OR
- *State Single Audit Exemption Notification Form if your entity is exempt from filing a State Single Audit (submit as soon as possible after fiscal year end but no later than six months after your fiscal year end)*

File the following with your cognizant agency – [OPM, Intergovernmental Policy Division, Municipal Finance Services, 450 Capitol Avenue - MS-54MFS, Hartford, CT 06106]:

- *Auditor Notification Form* (submit no later than thirty days before the end of the fiscal year of the entity to be audited)
- *Extension Request For Filing Financial and State Single Audits* if the audit cannot be filed by the due date (*submit at least 30 days prior to the end of the six-month filing period*)
- *Complete Audit Reporting Package* if subject to filing State Single Audit (*submit within 30 days of completion but no later than the filing period deadline*),
- *State Single Audit Exemption Notification Form* (submit as soon as possible after fiscal year end if you determine that your organization was not subject to the State Single Audit Act but no later than six months after your fiscal year end)

If you have any questions please contact Steve Pons at (860) 270-8209.

Thank you for your attention to these matters.

Attachments:

- Extension Request for Filing Financial and State Single Audit Form
- Appointment of Auditor Notification Form
- State Single Audit Filing Exemption Notification Form

**EXTENSION REQUEST FOR FILING
FINANCIAL AND STATE SINGLE AUDITS**

Pursuant to C.G.S. 7-393 and/or S.S.A. Regulation 4-236-25, a _____ day extension
(Number of days)*
for filing the ____ / ____ / ____ Audited Financial Statements ____ State Single Audit ____ is
(Fiscal Year Ended) (Check applicable reports)
requested until ____ / ____ / ____ for _____
(New filing date) (Name of entity)

Entity Federal Employer Identification Number (FEIN): _____

Entity Address _____

Contact Person & Title _____

Telephone () _____ Facsimile () _____ Email _____

Special Reasons For the Request:

List State Agency(s) providing funds
(To be completed by entity receiving funds) _____

Requested by:
Independent Accountant or Accounting Firm _____

Address _____

_____ Zip _____

Telephone () _____ Facsimile () _____ Email _____

Independent Auditor's Signature Date _____ Auditee CEO's Signature Date _____

Mail or Fax (860) 418-6493 To OPM at least 30 days prior to the end of the 6-month filing period.

FOR OPM ACTION ONLY

Extension Approved ____ **Denied** ____ **Date** ____ / ____ / ____ **For OPM** _____

Date Auditor Notified: ____ / ____ / ____ **Date State Agencies Notified:** ____ / ____ / ____

Comments _____

* Requests for extensions should not exceed 30 days per request.

<http://www.opm.state.ct.us/igp/services/Audits.htm>

APPOINTMENT OF AUDITOR NOTIFICATION

To: *Office of Policy and Management*
Intergovernmental Policy Division
Municipal Finance Services
450 Capitol Avenue – MS-54MFS
Hartford, Connecticut 06106-1308
Tel.(860) 418-6400 Fax (860) 418-6493 E-Mail lori.stevenson@po.state.ct.us

From: Entity Name _____
Entity Address _____
_____ Zip _____
Federal Employer Identification Number (FEIN) _____
Chief Fiscal Officer (Municipal) _____
Executive Director (Nonprofit) _____
Telephone (with area code) _____ Facsimile _____
Internet E-Mail Address _____
Chair, Board of Directors (Nonprofit) _____
Telephone Number of Bd. Chairman _____

The following information is furnished in compliance with Connecticut General Statutes 7-396 and/or 4-232:

1. Independent Accountant or Accounting Firm Performing the Audit:

Name _____
Address _____
_____ Zip _____
State of CT Board of Accountancy CPA Firm Permit to Practice Number _____
Contact Person & Title _____
Telephone (with area code) _____ Facsimile _____
Internet E-mail Address _____

2. Fiscal Period(s) of Audit From _____ To _____, From _____ To _____

3. Appointment Date of Auditor _____

4. Name/Title of Appointing Authority _____

<http://www.opm.state.ct.us/igp/services/Audits.htm>

[ORGANIZATION'S LETTERHEAD]

STATE SINGLE AUDIT
FILING EXEMPTION NOTIFICATION

Date: _____

Lori Stevenson, Executive Secretary
Municipal Finance Services
Office of Policy and Management
450 Capitol Avenue MS#54MFS
Hartford, CT 06106-1308

Dear Ms. Stevenson,

This letter is to inform the Office of Policy and Management that for our fiscal year, which ended _____, the total expenditures of State financial assistance was less than \$300,000 for any fiscal year beginning on or after July 1, 2009. Total expenditures of State Financial Assistance for all programs was \$ _____.

Based on the guidelines of C.G.S. 4-231(b), we are exempt from filing a State Single Audit for this fiscal period. If you have any questions please contact:

Contact Person: _____

Name of Nonprofit: _____

Address: _____

_____ Zip _____

Telephone: (____) _____ Facsimile (____) _____ Email _____

Very truly yours,

Chief Executive Officer

Chief Financial Officer

cc: Michael J. Lettieri, Community Development Director
Office of Financial Review and Special Projects
Department of Economic and Community Development
505 Hudson Street
Hartford, CT 06106

This form may be returned to OPM by facsimile (860) 418-6493 and DECD by facsimile (860) 270-8200.
<http://www.opm.state.ct.us/igp/services/Audits.htm>



VII. E

DEPARTMENT OF PUBLIC WORKS

TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDING & FACILITIES MANAGER 

DATE: SEPTEMBER 30, 2016

RE: BELDEN MAIN LIBRARY – BUILDING FACADE REPAIRS

The Belden Avenue Main Library was constructed in 1902. A major renovation was completed in 1981 to include a building addition and renovation of the original building. Over the years the wood exterior on the original portion of the building has deteriorated and is in need of repairs. There is dry rot with portions of the wood work but the full extent of the damage cannot be determined until we start the restoration work. In addition, the original woodwork has lead based paint and would require remediation.

On August 10, 2016 the City's Purchasing Department received bids for Building Façade Repairs for the Belden Main Library. The City received five (5) bids. The results are as follows:

Contractors	Lump Sum Total
Scholar Painting, LLC	\$43,320.00
Cornerstone Restoration	\$44,721.00
Better Homes Bureau, LLC	\$48,877.86
G.L. Capasso, Inc.	\$87,600.00
Tancreti Construction, LLC	\$136,272.00

After reviewing the submissions, the Purchasing Department and the Office of Building Management would like to recommend the award to the apparent lowest bidder, Scholar Painting, LLC.

ACTION REQUESTED:

a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Scholar Painting, LLC for the Belden Main Library Exterior Wood Façade Restoration Project for a total not to exceed \$43,320.00. Funds are available from account #'s 0915 7100 5777 C0543 and 0916 7100 5777 C0133.

b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$8,000.00.

NORWALK

OFF THE RECORD

VII. F

DEPARTMENT OF PUBLIC WORKS

September 14, 2016

Honorable Mayor and Members
Of the Common Council
City Hall
125 East Avenue
Norwalk, CT 06856

FREEHOLDERS REPORT – Abandonment/Discontinuance of a Portion of Bates Court

Ladies and Gentlemen:

We, the undersigned Freeholders, appointed by your Honorable Body, do hereby assess benefits and damages resulting from the proposed street 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 STREET) and heading south to the southerly terminus for a fee of \$14,400.00. This area will be subject to a General Utility Easement.

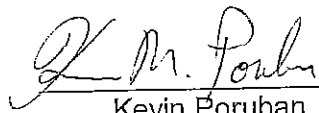
Reference is hereby made to a map entitled "Property Survey For Abandonment Of A Portion Of Bates Court And Acquisition Of Properties From City Of Norwalk Prepared For Metropolitan Realty Associates, LLC, Norwalk, Connecticut" at a scale of 1" = 20', dated August 5, 2015, prepared by William W. Seymour & Associates, P.C., Darien, Connecticut.

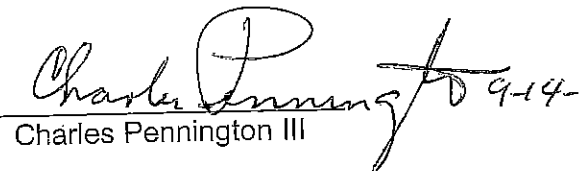
It is envisioned and intended by the parties hereto that title to any such abandoned public street will devolve, pursuant to common law onto the owner of said abutting property on the east side of the right-of-way, to the west side of the right-of-way.

We, the Freeholders, recommend that benefits be assessed in the amount of \$14,400.00 as a result of this action.

Respectfully Submitted,

 9-14-16
Larry Ruttenberg

 9-14-16
Kevin Poruban

 9-14-16
Charles Pennington III



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

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

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

CC: Lisa Burns, P.E.
Principal Engineer

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

DATE: September 14, 2016

I have listed below, all of the people who were mailed by Certified Mail, invitation letters for the Public Hearing for the Freeholders Report 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)



DEPARTMENT OF PUBLIC WORKS

September 15, 2016

Sent Certified Mail: 7014 2120 0004 6791 7346

Mr. Charles Schemera
85 Martin Luther King Boulevard LLC
130 Lenox Avenue #23
Stamford, CT 06906

Re: Freeholders Report Public Hearing - Abandonment of a Portion of Bates Court – 85 Dr.
Martin Luther King Jr. Drive

Mr. Schemera:

On September 13, 2016, the Common Council of the City of Norwalk approved the necessity for the abandonment 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 STREET) 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 and appointed a committee of Freeholders to assess benefits and damages associated with the said abandonment. As one of the abutting property owners, you are hereby notified and invited to the Public Hearing for the Freeholders Report concerning the said abandonment. At this Public Hearing, all interested parties are invited to voice their opinions and any objections to the report of the Freeholders in relation to this abandonment as it relates to the best interests of the citizens of the City of Norwalk. The Public Hearing is scheduled for Tuesday, October 4, 2016 at 7:00 P.M. in Room 231 on the 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

If you have any questions prior to the meeting, please contact me at (203) 854-7891.

Sincerely,

Paul L. Sotnik, P.E.
Senior Civil Engineer

CC: Bruce M. Chimento, P.E. – Director of Public Works
Lisa Burns, P.E. – Principal Engineer
Public Works Committee



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

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

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

CC: Lisa Burns, P.E.
Principal Engineer

REF: Mail List – Public Hearing – Sale of Excess City-Owned Property At 1 Bates Court

DATE: September 14, 2016

I have listed below, all of the people who were mailed by Certified Mail, invitation letters for the Public Hearing to consider the sale of the excess City-Owned property located at 1 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)



DEPARTMENT OF PUBLIC WORKS

September 15, 2016

Sent Certified Mail: 7014 2120 0004 6791 7599

Mr. Charles Schemera
85 Martin Luther King Boulevard LLC
130 Lenox Avenue #23
Stamford, CT 06906

Re: Public Hearing For Sale Of Excess City-Owned Property – 85 Dr. Martin Luther King Jr. Drive

Mr. Schemera:

On September 13, 2016, the Common Council of the City of Norwalk approved the scheduling a Public Hearing to consider the sale of the excess City-Owned property located at 1 Bates Court (Tax Lot 2-53-5-0 EXCESS PARCEL) 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. The Public Hearing shall be conducted in order to hear all parties interested in commenting on the sale of this parcel to the abutting property owner or its affiliate for the appraised value of \$35,900.00, to determine if the sale is in the best interests of the City and to take such action on said property sale that the committee may deem advisable. As one of the abutting property owners, you are hereby notified and invited to the Public Hearing concerning the sale of said excess City-Owned property. The Public Hearing is scheduled for Tuesday, October 4, 2016 at 7:15 P.M. in Room 231, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

If you have any questions prior to the meeting, please contact me at (203) 854-7891.

Sincerely,

Paul L. Sotnik, P.E.
Senior Civil Engineer

CC: Bruce M. Chimento, P.E. – Director of Public Works
Lisa Burns, P.E. – Principal Engineer
Public Works Committee

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Records: Staples 4-0, 3-0 FCJAC; Stamford 0-3,
0-3 FCJAC. Goals: Stap - Chloe Deveney, Kyle
Kirby 2, Meghan Johnson 2, Alexis Bernard,
Colleen Bannon 2. Assists: Stap-Bannon 2,
Deveney. Goalies: Stap-Bridget Mulloy (0
saves). Stam-Nicole Chichester (22 saves),
Kristen D'Ariano (3 saves).

Harris continued playing together at Shorehaven for many years.

"We played a lot," Zamm, who still plays at Shorehaven once a week, said. "Paul played an awful lot."

"Golf was definitely his priority every Saturday and Sunday," Barbara Harris, who now lives in Fairfield, said. "He was competitive, but he was always a good sport."

"He was a good teacher, too. I remember he taught me how to hold a club," she added. "He liked teaching all his kids."

Golf remained a priority after the elder Harris relocated to the Sunshine State 24 years ago.

"He was playing regularly up until three or four years ago," Sean Knott, the assistant pro at the Harbour Ridge Country Club in Palm City, said.

"He was a great guy. I've been here 11 years and he always had a kind word for everyone and always had a smile on his face."

And that smile was never bigger, never brighter than when Paul Harris was playing golf.

The Hour

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FORECLOSURE NOTICE



Docket No:
FST-CV11-60101740-S

Case Name:
Deutsche Bank National Trust
Company, As Trustee v. Clarence
Underhill, ET AL

Property Address:
47 Riverside Avenue, Norwalk,
Connecticut 06850

Property Type: Residential

Date of Sale: September 24, 2016

Committee Name:
Anthony M. Modugno, Esq.

Committee Phone Number:
203-847-3003

See Foreclosure Sales at
www.jud.ct.gov for more detailed
information.

LEGAL NOTICE FORECLOSURE AUCTION SALE

Docket No. FST-CV-14-6023726
Bank of America NA v. Dezso, et al
Property Address: 24 Arbor Drive,
Norwalk, Connecticut 06854
Property Type: Single Family
Residential
Date of Sale: September 24, 2016
12:00PM (noon)
Committee Name: Derek Mello
Committee Phone Number: 203
425 8500
See Foreclosure Sales at
www.jud.ct.gov for more detailed
information

Place a Memoriam to remember
a loved one. Call 203-330-6306.
obituaries@hearstmediact.com

PUBLIC NOTICES

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Public Works Committee of the Norwalk Common Council will hold 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 STREET) 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 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.

Dated this 15th Day of September, 2016, at Norwalk Connecticut

ATTEST:

Donna I. King, City Clerk

September 14, 2016

Honorable Mayor and Members
Of the Common Council
City Hall
125 East Avenue
Norwalk, CT 06856

FREEHOLDERS REPORT - Abandonment/Discontinuance of a Portion of Bates Court

Ladies and Gentlemen:

We, the undersigned Freeholders, appointed by your Honorable Body, do hereby assess benefits and damages resulting from the proposed street 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 STREET) and heading south to the southerly terminus for a fee of \$14,400.00. This area will be subject to a General Utility Easement.

Reference is hereby made to a map 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" at a scale of 1" = 20', dated August 5, 2015, prepared by William W. Seymour & Associates, P.C., Darien, Connecticut.

It is envisioned and intended by the parties hereto that title to any such abandoned public street will devolve, pursuant to common law onto the owner of said abutting property on the east side of the right-of-way, to the west side of the right-of-way.

We, the Freeholders, recommend that benefits be assessed in the amount of \$14,400.00 as a result of this action.

Respectfully Submitted,

Larry Ruttenberg

Kevin Poruban

Charles Pennington III

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first.

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BUSINESS

Frontier not worried about the decline in phone lines

Page C1



LOCAL

Advanced abandonment requested for Bates Court

Page A3



SPORTS

Frrokaj's return key for Norwalk football team

Page B1

The Hour

WWW.THEHOUR.COM | Friday, September 16, 2016 | SINCE 1871 | VOLUME 144, EDITION 260 | \$1.00

Appeal would reset school reform clock

State's highest court has a week to decide to hear the appeal

By Ken Dixon

One way or the other, the state Supreme Court was bound to decide whether a lower-court judge overstepped his authority by ordering sweeping changes to Connecticut's public education system.



Jepsen



Rogers

The court could accept Attorney General George

Jepsen's unusual request for an expedited appeal of last week's Superior Court decision on school reform.

Or the case could wind through the Appellate Court before landing in the state's highest court.

Jepsen filed an appeal Thursday of state Superior

Court Judge Thomas Moutkawsher's decision, which gives the state six months to massively change its school program, redistributing money from wealthier dis-

tricts to the state's poorest and

restructuring graduation requirements, special education and teacher evaluations.

"Under our system of

See *Appeal on 2*

SCHOOLS ON TRIAL

CLERGY SEX ABUSE

Diocese fights for

A child's paradise

PUBLIC NOTICES

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Dated this 15th Day of September, 2016, at Norwalk Connecticut

ATTEST:

Donna I. King, City Clerk

PUBLIC NOTICES

NOTICE OF PUBLIC HEARING

The Norwalk Redevelopment Agency will hold a Public Hearing on the *Transit-Oriented Development (TOD) Redevelopment Plan* on Tuesday September 27, 2016 at 5:30pm in Room A-300, 3rd floor, Norwalk City Hall, 125 East Avenue, Norwalk, CT. All interested members of the public are encouraged to attend and submit comments at the Public Hearing. The proposed TOD Redevelopment Plan is available on www.norwalkct.org website. Oral language assistance for this meeting/hearing may be obtained by calling (203-854-7810 ext. 46791) or visiting our office at least 48 hours prior to the meeting/hearing.

NOTICE OF PUBLIC HEARING

The Norwalk Redevelopment Agency will hold a Public Hearing on the *Re-approval of the Wall Street Redevelopment Plan, West Avenue Corridor Redevelopment Plan, and Washington-South Main Urban Renewal Plan* on Tuesday September 27, 2016 at 5:30pm in Room A-300, 3rd floor, Norwalk City Hall, 125 East Avenue, Norwalk, CT. All interested members of the public are encouraged to attend and submit comments at the Public Hearing. The various plans are available at <http://www.norwalkct.org/index.aspx?NID=652>. Oral language assistance for this meeting/hearing may be obtained by calling (203-854-7810 ext. 46787) or visiting our office at least 48 hours prior to the meeting/hearing.

GENERAL HELP WANTED

COMPLIANCE SPECIALIST OPENING:

Connecticut Community Bank is looking for a Compliance Specialist - Commercial Loan Originations and Servicing. This position is responsible for the review of commercial loan documents during the origination, pre-closing and post-closing process to ensure compliance with Reg. B, CRA, BSA, HMDA and flood insurance coverage, as applicable, in accordance with regulatory requirements, Bank policies, operating procedures, audit requirements and federal regulations.

Please forward resume to:
careers@connecticutcommunitybank.com,
Fax (203) 256-8196 or mail to 605 West Avenue Norwalk, CT 06850
Attn: HR.

EEO/AA
Minorities/Women/Disabled/
Veterans

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

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With CDL and Asphalt Experience
Call 203-847-7541

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FIREWOOD- \$190 a cord, 2/\$370, Half/\$120, Clean, seasoned, split hardwood. Delivered 203-572-9170

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ESTATE SALE, furn, Asian collectibles and misc. items, Sat & Sun 8-3, 50 Scribner Ave., Norwalk.

ESTATE SALE

Vintage finds from a bygone era as well as more recent books. Finds include a 1949 Philco TV (non working), a Victrola and records, furniture, glassware, tools, toys, Barrister book case, and more. Upright Kranich & Back piano, circa 1900. 128 Gregory Blvd Sat. 8-3; Sun. 9-1

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Saturday Sept 17 9am-3pm
Early Birds 8:30- \$10
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60 East Ave. Norwalk

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- Removal of appliances, furniture, brush, logs, etc
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CLEAN-UP & HAULING

JUNK REMOVAL & More

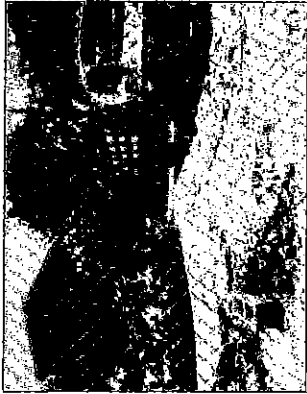
Be penny-wise for a

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Norwalk

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Page A3



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Frrokaj's return key for Norwalk football team

Page B1

The Hour

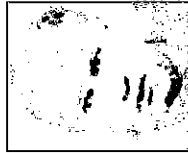
WWW.THEHOUR.COM | Friday, September 16, 2016 | SINCE 1871 | VOLUME 144, EDITION 260 | \$1.00

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See Appeal on 1

SCHOOLS ON TRIAL

CLERGY SEX ABUSE

Diocese fights for

A child's paradise



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

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

Phone: (860) 594-2462



June 27, 2014

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

Dear First Selectman Freda:

Subject: Master Municipal Agreement for Rights of Way 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 Rights of Way Projects (MMA ROW) is the second 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 MMA ROW 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 rights of way projects. PALs are expected to take only days to execute, as opposed to the numerous months currently required executing individual project agreements.

This ten-year term MMA ROW covers either the Department or the Municipality taking on the responsibility for the administration of the rights of way phase of a particular municipal project. The MMA ROW includes standard terms, conditions and contracting "boiler plate" language that should govern all municipal rights of way projects involving the Department which are undertaken throughout the ten-year term.

The Honorable Harry W. Rilling

-2-

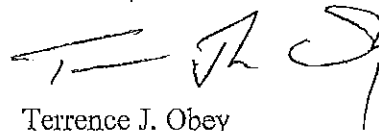
June 27, 2014

Although the Department may not have a rights of way project in your municipality at this time, execution of this agreement will streamline future project specific business with the Department.

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.

Please process the MMA ROW in accordance with the enclosed instructions and return the agreement, along with your authority to sign, to me at the letterhead address. If you have any questions, please contact me at (860) 594-2462.

Very truly yours,

A handwritten signature in black ink, appearing to read 'T. J. Obey', written over a horizontal line.

Terrence J. Obey
Director of Rights of Way
Bureau of Engineering and Construction

Enclosures

RESOLUTION

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

ADOPTED BY THE _____ OF
THE TOWN OF _____, CONNECTICUT, THIS
_____ DAY OF _____, 2016.

Clerk

(seal)

Date

ATTACHED DRAFT AGREEMENT TO BE REVIEWED BY CORPORATION COUNSEL PRIOR TO MAYOR EXECUTION (TYPICAL AGREEMENT PROCESS)

The overall purpose of this agreement is to facilitate quicker reimbursement of City of Norwalk funds from the State of Connecticut related to municipally managed projects involving right-of-way (ROW) activities and Federal and/or State grant funds.

The agreement is for City of Norwalk MANGAGED projects. Projects are approved by the Common Council, regardless of this agreement being in place. This master agreement streamlines agreement/reimbursement process for City of Norwalk projects that are receiving State and/or Federal grant funds for ROW required to accomplish construction (temporary/construction/permanent easements). This agreement facilitates quicker financial reimbursement to the City. The State of Connecticut provides ROW services to the City of Norwalk through this agreement. Note, property owner's rights are the same in the ROW process through either an individual or master agreement.

**- DRAFT - TO BE
REVIEWED BY CORP COUNSEL**

**MASTER MUNICIPAL AGREEMENT
FOR RIGHTS OF WAY PROJECTS**

EXECUTION

THIS MASTER MUNICIPAL AGREEMENT FOR RIGHTS OF WAY ACTIVITIES ("Master Agreement" or "Agreement") is entered into by and between the STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION (the "DOT"), and the City of Norwalk, City Hall, 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, rights of way activities, in conjunction with improvements to locally-maintained roadways, structures and transportation enhancement 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 either the Municipality or the DOT takes on the responsibility for the administration of the rights of way phase of a particular municipal project, and the parties wish for this Master Agreement to address the rights of way phase of the Municipality or State's administered projects; and

WHEREAS, the Commissioner is authorized to enter into this Agreement and distribute state and federal financial assistance to the Municipality for these projects pursuant to § 13a-98e and § 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 these 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 Rights of Way Project means conducting and managing operations required to perform and complete the Rights of Way Project, including performing the work either by the Municipality or the DOT, as applicable to the particular Rights of Way Project, in whole or in part, undertaking all of the administrative duties related to and required for the completion of the Rights of Way Project.

1.2 "Authorization to Proceed Notice" means the written notice from the DOT to the Municipality authorizing the Municipality to Perform its obligations for the Rights of Way Project

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under the PAL.

1.3 "Authorized Department of Transportation (DOT) Representative" means the individual, duly authorized by a written delegation of the Commissioner of the DOT pursuant to Section 13b-17(a) of the Connecticut General Statutes, to sign PALs.

1.4 "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

1.5 "Demand Deposit" means an amount of money due to the DOT from the Municipality.

1.6 "Designated Official" means the municipal official or representative designated by title who is duly authorized by the Municipality to receive PALs issued by the DOT under this Agreement and who submits to the DOT a Written Acknowledgment of the PAL (defined in section 2.2) binding the Municipality to the terms and conditions of the PALs issued by the DOT under this Master Agreement.

1.7 "DOT-provided Services" means the work that the DOT is responsible to Perform for the Rights of Way Project, as specifically set forth in the PAL and may include, but are not necessarily limited to, administrative oversight, and liaison activities with other governmental agencies to ensure satisfactory adherence to DOT and federal requirements.

1.8 "Effective Date" means the date which the Master Agreement is executed by the DOT.

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

1.10 "Municipality Parties" means a Municipality's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Municipality is in privity of oral or written contract and the Municipality intends for such other person or entity to Perform under the Master Agreement in any capacity.

1.11 "Municipal Project" means a project undertaken by the Municipality for improvements on locally maintained or owned roadways, structures, transportation enhancement facilities (as defined by 23 U.S.C. §101(a)(35), as revised), or any combination of the foregoing, which generally includes three phases of activities: the design phase, rights of way phase, and construction phase.

1.12 "Official Notice" means notice given from one Party to the other in accordance with Article 11.

1.13 "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,"

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"Performance" and other capitalized variations of the term.

1.14 "Plans, Specifications, and Estimates (PS&E)" means the final engineering documents produced during the design phase of the Municipal Project that contain all of the construction details and are made part of the bid documents.

1.15 "Project Amount" means the total estimated cost to complete the Rights of Way Project, as estimated at the time of the DOT's issuance of the PAL.

1.16 "Project Authorization Letter ("PAL")" means the written document that authorizes the distribution of Funding to the Municipality for the specific Rights of Way Project during a specified period of time.

1.17 "Records" means all working papers and such other information and materials as may have been accumulated by the Municipality in performing the Rights of Way Project, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

1.18 "Rights of Way Project" means the necessary activities to acquire property in conjunction with a Municipal Project, including, but not limited to, appraisals, title searches, property map reviews, negotiations, and closings.

1.19 "State" means the State of Connecticut, including the DOT and any office, department, board, council, commission, institution or other agency or entity of the State.

1.20 "Term" means the duration of the Master Agreement.

1.21 "Termination" means an end to the Agreement prior to the end of its term whether effected pursuant to a right which the Agreement creates or for a breach.

Article 2. Issuance and Acknowledgment of PALs for Rights of Way Projects.

2.1 Issuance of PAL.

The DOT shall issue to the Municipality a PAL for the applicable Rights of Way Project, in the form substantially similar to Schedule A, which will be addressed to the Designated Official and signed by the Authorized DOT Representative. PALs issued under this Master Agreement will address Rights of Way Projects and will not address the design or construction phase activities of Municipal Projects. The issuance of the PAL itself is not final authorization for the Municipality to begin Performing work with respect to the Rights of Way Project. Additional required steps and approvals are set forth in this Master Agreement.

2.2 Written Acknowledgement of the PAL.

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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 undertake the particular Rights of Way Project (if it is to Administer the 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.

2.3 Designated Official.

The Municipality herein represents that the Mayor, of the City of Norwalk is the Designated Official to whom the Municipality has granted the authority, throughout the Term of this Master Agreement, to sign and submit the Written Acknowledgement of the PAL(s) to the DOT on its behalf. The signature of the Designated Official shall bind the Municipality with respect to the terms of the PAL. Signature by the individual as the Designated Official upon any Written Acknowledgement of a PAL is a representation by such individual that he/she holds the title of the Designated Official as of the date of his/her signature. If at any time during the Term the Municipality seeks to modify which municipal official or representative by title is the authorized Designated Official, the Parties must amend this section by mutual written agreement identifying by title the new Designated Official and signed by the authorized representatives of each Party.

2.4 Obligations of Municipality.

Upon submission of the Written Acknowledgement of the PAL to the DOT, 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 Rights of Way Project. By submitting the Written Acknowledgement of the PAL, the Municipality acknowledges that it understands the obligations to which it is committing itself with respect to the Rights of Way Project. Further, if the Municipality is to Administer the Project, the Municipality shall proceed with diligence to Perform its obligations to accomplish the Rights of Way Project and shall use the Funding to complete the same.

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2.5 Revisions to the PAL.

Any modification to the scope, the allowed Funding amount, or cost breakdown related to the Rights of Way Project must be approved by the DOT, at its sole discretion, and set forth in a subsequent PAL newly-issued by the Authorized DOT Representative, hereinafter referred to as the "Revised PAL." The Revised PAL shall be acknowledged by the Municipality in accordance with the procedure set forth in section 2.2, and the Revised PAL will supersede the previously issued PAL for the Rights of Way Project and will control over any previously issued PAL.

2.6 PAL as a Limitation on Cost of Reimbursement.

The amount of reimbursement for the Rights of Way Project Performed by either Party shall be based upon the cost estimate specified in the PAL, and shall not exceed the amount specified except as set forth in a Revised Rights of Way Project cost estimate in a Revised PAL.

Article 3. Municipality-Administered Rights of Way Projects. When the Municipality is responsible for the Rights of Way Project;

3.1 Content of the PAL. The PAL issued by the DOT to the Municipality shall set forth, at a minimum:

- (a) a statement that the Municipality is responsible for the Rights of Way Project;
- (b) the scope of the Rights of Way Project;
- (c) the respective obligations of the Parties with respect to the Rights of Way Project;
- (d) a statement incorporating this Agreement into the PAL;
- (e) a statement that any property acquired or incorporated into the Rights of Way Project by the Municipality shall be used for transportation purposes only and that such provision shall survive the PAL, this Agreement, the completion of the Rights of Ways Project and the completion of any related construction project;
- (f) the Funding source(s), the related government Funding authorization or program information, and the associated Funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Rights of Way Project;
- (g) the maximum reimbursement to the Municipality under the PAL;

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- (h) an estimated cost break-down for all work under the Rights of Way Project;
and
- (i) the Project Amount.

3.2 Authorization to Proceed Notice.

The Municipality shall not commence the Rights of Way Project until it has received from the DOT an Authorization to Proceed Notice. The DOT has no responsibility and incurs no liability for payments to the Municipality for Administration of the Rights of Way Project or for any work Performed by the Municipality's staff on the Rights of Way Project prior to the DOT's issuance of the Authorization to Proceed Notice.

3.3 Municipality to Perform and Complete the Rights of Way Project.

- (a) The Municipality shall designate an individual to act as a liaison with the DOT to provide for the proper interchange of information concerning the Rights of Way Project. The Designated Official of this Master Agreement or his / her successor thereto will be considered the liaison unless the Municipality designates a liaison in accordance with this provision. The liaison will be responsible for coordination with Municipality Parties.
- (b) Upon issuance of a PAL by the DOT, submission of the Written Acknowledgment of the PAL by the Municipality, and receipt of an Authorization to Proceed Notice, as applicable, from the DOT, the Municipality shall Administer the Rights of Way Project in accordance with the PAL and this Master Agreement.
- (c) With respect to any Rights of Way Project that receives federal participation in Funding, any costs that the Municipality incurs prior to the receipt of federal authorization for the Rights of Way Project are entirely ineligible for reimbursement with federal funds.
- (d) The Municipality shall use the Funding for reimbursement of the Municipality's approved expenses incurred in the fulfillment of the Rights of Way Project as specified in the PAL and this Master Agreement and for no other purpose.
- (e) The Municipality shall conduct a public involvement program in compliance with the requirements contained in the Connecticut Department of Transportation's "Public Involvement Guidance Manual", as revised, which is made a part of this Master Agreement by reference.
- (f) The Municipality shall permit the DOT and Federal Highway Administration (when there is federal participation in Funding for the Rights of Way Project) to review, at any time, all work Performed under the terms of this Master Agreement.

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- (g) The Municipality shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act"), as amended; the regulations promulgated in association therewith at 49 CFR Part 24, and the regulations addressing highway-related issues not covered by the Uniform Act, including 23 CFR Part 710 (collectively, the "Regulations"), as may be revised.
- (h) The Municipality shall comply with the DOT's policies and procedures with respect to Rights of Way Activities summarized in the "Information Guide for Rights of Way Acquisition Activities," Connecticut Department of Transportation (2013), as may be revised ("Information Guide"), and submit to the DOT an acquisition plan ("Plan") in accordance with the then-current Information Guide. The Information Guide is incorporated into this Master Agreement by reference.
- (i) Upon receipt of written approval of the Plan by the DOT and federal authorization for the acquisition, which is required where federal funding is involved in the acquisition, the DOT shall issue a PAL to the Municipality indicating the scope of the Rights of Way Project, the respective obligations of the Parties with respect thereto, and the proportional sharing of costs between the federal government, the State, and/or the Municipality. Upon receipt of Authorization to Proceed Notice from the DOT, the Municipality shall commence the Rights of Way Project.
- (j) Pursuant to §7-148 of the Connecticut General Statutes, the Municipality shall acquire all rights, permanent or temporary, that are required for the Rights of Way Project, including, but not limited to, rights of access by the DOT, the Municipality, and/or contractors or consultants for driveways, grading, and sidewalks located within the construction project limits.
- (k) The Municipality shall certify to the State, in writing, in accordance with the then-current Information Guide, that it has complied with the Uniform Act, as amended, and forward to the State a summary of the acquisition procedure followed.
- (l) Upon completion of its Rights of Way Project, the Municipality shall provide to the DOT all documentation required by the then-current Information Guide.
- (m) In the event property already owned by the Municipality, but not previously designated for transportation purposes, is required in conjunction with the Rights of Way Project, the Municipality responsible for the acquisition as part of the Rights of Way Project shall prepare the appraisal of the Municipally-owned property. Thereafter, the DOT shall provide the Municipality with a credit for the

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federal and DOT share of the DOT approved value of Municipally-owned property to be utilized in the Rights of Way Project.

(n) Any property acquired or incorporated into the Rights of Way Project, including any property identified in subsection (m) above, shall be used for transportation purposes only. This provision shall survive this Agreement, the PAL the completion of the Rights of Way Project and the completion of any related construction project.

3.4 DOT-provided Services.

If the Rights of Way Project requires DOT-provided Services, they will be set forth in the PAL and funded in accordance with the proportionate cost sharing for work on the Rights of Way Project as set forth in the PAL. DOT-provided Services may include, but not be limited to, technical assistance in engineering reviews, property map reviews, title search, cost estimate reviews, environmental reviews, public hearing assistance, recording and transcription, contract development, fee review and negotiations, and liaison with other governmental agencies that may be necessary for proper development of the Rights of Way Project, while ensuring satisfactory adherence to DOT and federal requirements. The DOT reserves the right at all times to inspect all aspects of the work related to the Rights of Way Project, and such inspections shall be deemed DOT-provided Services.

3.5 Costs and Reimbursement.

- (a) The Municipality shall expend its own funds to pay for costs related to Administering the Rights of Way Project and then shall seek reimbursement for approved costs from the DOT.
- (b) The Municipality shall seek from the DOT reimbursement for the Municipality's expenditures, which have been approved by the DOT for eligible Rights of Way Project costs. Reimbursement of DOT approved expenditures will be made in the following manner:
 - (1) The Municipality shall submit its request for reimbursement 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. 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, and approved direct cost charges for the staff's Performance of the Rights of Way Project.
 - (2) 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.
 - (3) Cost of Condemnation.

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In the event that the Municipality must acquire the property necessary for the completion of the Rights of Way Project by way of eminent domain, and the condemnation results in a claim and payment of a settlement or court judgment, this payment or judgment will be considered an additional cost of the Rights of Way Project to be shared by the State and the Municipality in the same proportion as set forth in the PAL.

(4) All requests for reimbursement shall be made by the date the selected contractor is authorized to proceed with the construction activities ("Notice to Proceed"). The Municipality may submit any requests for reimbursements due to court awards subsequent to the Notice to Proceed date.

(c) The Municipality shall document all expenses it incurs and maintain all records related to the Rights of Way Project costs. Reimbursable municipal costs are limited to reasonable industry costs for necessary activities required for the Right of Way Project as determined by the DOT.

(d) If the Municipality fails to adequately record expenses and maintain all related records for any Rights of Way Project or fails to submit any records to the DOT promptly after being requested to do so, such failure to do so may be deemed a breach by the Municipality, at the DOT's sole discretion, and the DOT may deem certain expenses to be non-eligible costs of the respective Rights of Way 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 Rights of Way 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 Rights of Way Project, nor relieve the Municipality from any liability related to its breach.

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

3.6 Suspension, Postponement, or Termination of a Municipality-Administered Rights of Way Project.

(a) Suspension, Postponement, or Termination by the DOT.

(1) For Convenience. The DOT, at its sole discretion, may suspend, postpone, or

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terminate a particular Rights of Way Project and its respective PAL for convenience by giving the Municipality thirty (30) days Official Notice, and such action shall in no event be deemed a breach of the Master Agreement by the DOT.

- (2) For Cause. As a result of the Municipality's failure to Perform the work required on any particular Rights of Way Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may suspend, postpone or terminate the particular Rights of Way Project and its respective PAL 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 failure, to the satisfaction of the DOT, in its sole discretion, within the cure period that the DOT may, in its sole discretion, set forth in such Official Notice. Such Official Notice shall 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.

- (b) Termination by the Municipality, with prior DOT approval.

- (1) The Municipality may request termination of the Rights of Way 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 Rights of Way Projects receiving federal participation in Funding, receipt of written concurrence from the FHWA (or other applicable federal authority) may be required prior to the DOT's approval of the request.
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.

- (c) Funding of Acceptable Work. The DOT, shall reimburse the Municipality upon suspension, postponement, or termination in accordance with subsection (a)(1) or termination in accordance with subsection (b)(1) and may at its sole discretion, reimburse the Municipality upon suspension, postponement, or termination in accordance with subsection (a)(2). In either case, the DOT 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, in accordance with the following:

If in its sole discretion, the DOT or FHWA (or other applicable federal authority), deems any of the work that the Municipality Performed to be unacceptable, then upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return, in whole or in part, to the DOT or FHWA (or other applicable federal authority), the DOT or federal Funding that prior to the effective date of termination was disbursed to the Municipality to fund that unacceptable work.

- (d) If the Municipality terminates the Rights of Way Project without the DOT's prior approval, the Municipality shall incur all costs related to the Rights of Way Project without

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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, upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

(e) Termination of a specific Rights of Way Project shall not relieve the Municipality of its responsibilities for the work completed as of the termination date, nor shall it relieve the Municipality or its surety of its obligations concerning any claims arising out of the work Performed on the Rights of Way Project prior to the termination date or any obligations existing under insurance required by the Connecticut General Statutes or by this or any other agreement with the DOT or the Municipality.

Article 4. DOT-Administered Rights of Way Projects. When the DOT is responsible for the Rights of Way Project, the following sections of this Article apply;

4.1 Content of the PAL. The DOT shall issue a PAL to the Municipality which will set forth, at least:

- (a) a statement that the DOT is responsible for the Rights of Way Project;
- (b) the scope of the Rights of Way Project;
- (c) the respective obligations of the Parties with respect to the Rights of Way Project;
- (d) the Funding source(s), the related federal and DOT program information, and the associated funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Rights of Way Project;
- (e) the estimated cost for all work under the Rights of Way Project;
- (f) 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 under the Rights of Way Project; and
- (g) the Project Amount.

4.2 DOT to Perform and Complete the Rights of Way Project.

- (a) The DOT shall use the applicable Funding apportionments to complete the Rights of Way Project and all related activities that the DOT shall Perform under the PAL and pursuant to this Master Agreement.
- (b) The DOT shall acquire all permanent rights that are required for the Rights

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of Way Project, including, but not limited to, rights of access.

- (c) The Municipality shall acquire all temporary rights, that are required for the Rights of Way Project, including, but not limited to, driveways, grading, and sidewalks located within the construction project limits.

4.3 Demand Deposit Requirement.

- (a) The DOT shall prepare a cost estimate for the Rights of Way Project and determine the amount of the Demand Deposit due to the State for the Municipality's proportionate share of such costs.
- (b) The Municipality shall provide the Demand Deposit to the DOT prior to the DOT's commencement of the Rights of Way Project. The Parties agree that the PAL is not effective until the Demand Deposit is received by the DOT.
- (c) After receipt of the Demand Deposit, the DOT shall begin to Perform its Rights of Way Project.

4.4 Actual Costs Exceed Estimate.

Upon notification from the DOT that the actual costs of the Rights of Way Project exceed the original cost estimate set forth in the PAL, the DOT shall issue a Revised PAL and the Municipality shall further deposit with the DOT its proportionate share of any such increases in costs within thirty (30) business days from the Municipality's receipt of such notification.

4.5 Cost of Condemnation.

In the event that the DOT must acquire the property necessary for the completion of the Rights of Way Project by way of eminent domain, and the condemnation results in a claim and payment of a settlement or court judgment, this payment or judgment will be considered an additional cost of the Rights of Way Project to be shared by the State and the Municipality in the same proportion as set forth in the Revised PAL.

4.6 Release of Property.

Upon completion of the construction project, as determined by the DOT, all property and property rights acquired by the DOT for the Project shall be released in a quitclaim deed with the designation "for transportation purposes only" to the Municipality in which the property is located.

4.7 Suspension, Postponement, or Termination of a DOT-Administered Rights of Way Project.

- (a) The DOT, upon providing Official Notice, may, in its sole discretion, suspend,

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postpone, or terminate a specific Rights of Way Project, and such action shall in no event be deemed a breach by the DOT.

(b) If the DOT terminates a specific Rights of Way Project, the DOT, may, at its sole discretion, reimburse the Municipality, in whole or in part, for the Demand Deposit paid to the DOT for the Municipality's proportionate share of costs on the Rights of Way Project.

(c) In the case of a Rights of Way Project which received no federal or state government Funding during its design phase, the Municipality shall pay for the costs of any DOT-provided Services Performed prior to termination of the Rights of Way Project, including but not limited to, DOT oversight services for the Rights of Way Project.

(d) If the Municipality terminates the Rights of Way Project without the DOT's prior approval, the Municipality shall incur all costs related to the Rights of Way 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, upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

Article 5. Disbursement of Grant Funds; Conditions of Payment.

5.1 Method of Disbursement.

With respect to each Rights of Way Project undertaken pursuant to this Master Agreement, the DOT shall disburse the Funding to the Municipality according to a method determined at the DOT's sole discretion, and in accordance with any applicable state or federal laws, regulations, and requirements.

5.2 Final Payment.

Final payment will be based on an audit performed by the State using the percentages set forth in the respective PAL of this Master Agreement. The Municipality is also required to Perform an audit in accordance with Article 8 of Schedule B of this Master Agreement.

5.3 Federal Approvals Required.

With respect to PALs that include federal participation in Funding, no PAL issued by the DOT shall be effective until all required federal approvals are received by the DOT for the Rights of Way Project.

5.4 Lack of Timeliness in Municipality Performance.

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If the Municipality fails to timely commence and complete the Rights of Way Project as set forth in the respective PAL 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 Rights of Way Project. Upon receipt of written demand from the DOT, the Municipality shall provide payment for the DOT-provided Services within thirty (30) business days.

Article 6. Records and Audit.

6.1 Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Municipality's and Municipality Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
- (b) The Municipality shall maintain, and shall require each of the Municipality Parties to maintain, accurate and complete Records. The Municipality shall make all of its and the Municipality Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Municipality with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) All audits and inspections shall be at the State's expense.
- (e) The Municipality shall keep and preserve or cause to be kept and preserved all of its and Municipality Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Municipality shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

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(f) The Municipality shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Municipality shall cooperate with an exit conference.

(g) The Municipality shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Municipality Party.

6.2 Retention.

With respect to each Rights of Way Project undertaken under this Master Agreement, the Municipality shall maintain and secure all records for a period of three (3) years after issuance of the final audit or the termination of any litigation related to the Rights of Way Project, 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 7. Additional Mandatory Requirements.

7.1 Mandatory State and Federal Requirements.

With respect to each PAL issued and acknowledged under this Master Agreement, the Municipality shall comply with the "Mandatory State and Federal Requirements," attached at Schedule B, as may be revised from time to time to reflect changes in law. With respect to any agreements that the Municipality enters into in order to fulfill its obligations for a particular Rights of Way Project, the Municipality shall pass down to Municipality Parties the applicable requirements set forth in the "Mandatory State and Federal Requirements".

7.2 Additional Federal Requirements.

With respect to each PAL issued and acknowledged under this Master Agreement that involves the passing of Funds from any agency or office of the federal government, including, but not limited FHWA, the Municipality shall comply with that agency's contracting requirements, directives, and policies that are in place at the time the respective PAL is in effect, except to the extent that the DOT and the respective federal agency may permit otherwise in writing.

7.3 Revisions.

While this Master Agreement and the attached Schedules include applicable State of Connecticut and FHWA requirements that the Municipality must comply with, the Municipality hereby acknowledges that such requirements are subject to revision by the DOT, FHWA, or other authorized federal agency, from time to time during the Term and that by accepting federal or state government Funding under this Master Agreement, the Municipality shall be subject to such revised requirements and changes of law as in effect at any given time and, as a result thereof, shall Perform any additional obligations with respect to the particular Rights of Way Project, throughout the Term of this Master Agreement.

Master Municipal Agreement for Rights of Way Projects

Article 8. Conflict.

8.1 Conflict.

In case of a conflict between the provisions of any particular PAL, the Master Agreement, the Mandatory State and Federal Requirements, or any specification, guide, manual, policy, document, or other publication referenced in the Master Agreement, the provision containing additional details or more stringent requirements will control. In case of the Municipality's inability 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.

8.2 Revisions to Manuals.

With respect to any 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 Rights of Way Project the Municipality shall 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 Rights of Way Project.

Article 9. Review of Municipality's Activities.

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

Article 10. Term and Termination of the Master Agreement.

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

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

Master Municipal Agreement for Rights of Way Projects

10.3 Termination for Cause.

As a result of the Municipality's breach of the Master Agreement or a particular PAL or the failure of the Municipality to Perform the work required on any particular Rights of Way 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.

10.4 Effect on In-progress PALs.

(a) Upon expiration of the Term or the DOT's earlier termination for convenience of the Master Agreement, any issued PAL for a Rights of Way 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 Rights of Way 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 3.6.

(b) 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 shall complete Performance of such in-progress PAL(s) through completion and final acceptance by the DOT of the respective Rights of Way Project in compliance with all applicable terms and conditions of the PAL and this Master Agreement.

Article 11. Official Notice.

Any Official Notice from one Party to the other Party, in order for such notice to be binding thereon, shall:

11.1 Be in writing (as a printed hard copy or electronic or facsimile copy) addressed to:

(a) When the DOT is to receive Official Notice:

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

(b) When the Municipality is to receive Official Notice:

Master Municipal Agreement for Rights of Way Projects

Mayor
City of Norwalk
City Hall
125 East Avenue
Norwalk, Connecticut 06856

11.2 Be delivered to the address recited herein in person, by facsimile or by electronic transmission, with acknowledgement of receipt, or be mailed by United States Postal Service with return receipt requested by mail, electronic means, or any other methods of receiving the return receipt as identified by the Mailing Standards of the U.S. Postal Service, as may be revised; and

11.3 Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

Article 12. Indemnification.

The Municipality shall:

(a) Indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Master Agreement, including the acts of commission or omission (collectively, the "Acts") of the Municipality or Municipality Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Master Agreement. The Municipality shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(b) The 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.

Master Municipal Agreement for Rights of Way Projects

(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 (or self-insurance) to satisfy its obligations under this Master Agreement. The Municipality shall name the State as an additional insured on the policy. The State 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 13 Sovereign Immunity.

13.1 No Waiver of the State's Immunities.

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.

13.2 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 14 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. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the DOT, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Municipality waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding. Nothing contained in the terms or provisions of this Master Agreement shall be construed as waiving any of the rights of

Master Municipal Agreement for Rights of Way Projects

the DOT under the laws of the State of Connecticut. Nothing contained in this Master Agreement shall be construed as an agreement by the DOT to directly or indirectly obligate the DOT to creditors or employees of the Municipality or to the Municipality's Parties.

Article 15 Amendment.

This Master Agreement may be amended by mutual written agreement signed by the authorized representative of each Party and approved by the Attorney General of the State of Connecticut, and upon receipt of any additional approvals required by law.

Article 16 Severability.

If any provision of this Master Agreement or application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Master Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Master Agreement are severable.

Article 17 Waiver.

The failure on the part of the DOT to enforce any covenant or provision herein contained does not waive the DOT's right to enforce such covenant or provision, unless set forth in writing. The waiver by the DOT of any right under this Master Agreement or any PAL, unless in writing, shall not discharge or invalidate such covenant or provision or affect the right of the DOT to enforce the same.

Article 18 Remedies are nonexclusive.

No right, power, remedy or privilege of the DOT shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all of said rights, powers, remedies or privileges shall be deemed cumulative and additional and not in lieu or exclusive of any other right, power, remedy or privilege available to the DOT at law or in equity.

Article 19. Municipally-owned Property.

In the event property already owned by the Municipality, but not previously designated for transportation purposes, is required in conjunction with the Rights of Way Project, the Party responsible for the acquisition as part of the Rights of Way Project shall prepare the appraisal of the Municipally-owned property. Thereafter, the DOT shall provide the Municipality with a credit for the federal and DOT share of the DOT approved value of Municipally-owned property to be utilized in the Rights of Way Project. Said properties shall be used for transportation purposes only. This provision will survive the Agreement, the PAL, the completion of the Rights of Way Project and the completion of any related construction project.

Article 20 Entire Agreement.

Master Municipal Agreement for Rights of Way Projects

This Master Agreement, when fully executed and approved as indicated, constitutes the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either Party hereto unless in writing signed by both Parties hereto. The Parties have executed this Master Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

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 _____

Harry W. Rilling
Mayor

Date: _____

Schedule A
PAL Template

Dear [Addressed Designated Municipal Official]:

Subject: Project Authorization Letter
For the [Project Description] (Rights of Way Project)

State Project No.
Federal Project No.
Master Agreement No.

On [date] the State of Connecticut, Department of Transportation (DOT) and the [City/Town] of [NAME OF CITY/TOWN] (Municipality) entered into the Master Municipal Agreement for Rights of Way Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The [DOT/Municipality] is responsible for the Administration of the Rights of Way Project.

The Rights of Way Project is to provide [ENTER DESCRIPTION].

The Rights of Way Project is expected to commence on or after _____ and be completed by _____, subject to delays which may be caused by circumstances beyond the control of the DOT or the City/Town.

Funding for the Rights of Way Project is provided under [Identify the Federal and or State program and associated funding ratio between F/S/T] and payment will be on a reimbursement basis. The maximum reimbursement to the Municipality under this PAL is \$[ENTER AMOUNT] dollars. In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. Costs contained in this PAL shall not be exceeded without first obtaining written permission from the DOT.

The Municipality shall provide a statement that any property acquired or incorporated into the Rights of Way Project shall be used for transportation purposes only and that such provision shall survive the PAL, this Agreement, the completion of the Rights of Way Project and the completion of any related construction project.

The issuance of the PAL itself is not an authorization for the Municipality to begin performing work with respect to the Rights of Way Project. The Municipality may advance or begin work on the Rights of Way Project only after it has received from the DOT an Authorization to Award Notice.

Master Municipal Agreement for Rights of Way Projects

Please indicate your concurrence with the PAL by signing below on or before [date] and returning a copy to the DOT's Authorized Representative. The signature of the Designated Municipal Official evidences the Municipality's concurrence with the PAL and constitutes the 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 Rights of Way Project.

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

Very truly yours,

Authorized DOT Representative

MUNICIPALITY'S ACKNOWLEDGEMENT OF PAL

Concurred By _____ Date _____
Print Name:
Designated Municipal Official

Master Municipal Agreement for Rights of Way Projects

PAL ATTACHMENT
STATE PROJECT NO. XXX
FEDERAL PROJECT NO. XXXX
ESTIMATED RIGHTS OF WAY COSTS

(NOTE: Depending on the federal program the cost sharing between the parties will vary and this attachment will be adjusted accordingly by the initiating unit.)

Schedule B

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 C.
3. **Suspension or Debarment.** The Municipality shall not allow suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors to 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

Master Municipal Agreement for Rights of Way Projects

(iv) Has not, within a five-year period preceding this Master Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

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

C. The Municipality shall insure that the following certification be included in each subcontract agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

(i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

5. **Title VI Contractor Assurances.** As a condition to receiving federal financial assistance, if any, under the Master Agreement, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§2000d -2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Contractor Assurances", attached hereto at Schedule D, all of which are hereby made a part of this Master Agreement.

6. **Certification for Federal-Aid Contracts** (Applicable to contracts exceeding \$100,000):

A. The Municipality certifies, by signing and submitting this Master Agreement, to the best of his/her/its knowledge and belief, that:

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

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit a Disclosure of Lobbying Activities form (Form SF-

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LLL) available at the Office of Budget and Management's website at <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 with Disabilities Act of 1990.** This clause applies to municipalities who are or will be responsible for compliance with the terms of the Americans with 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

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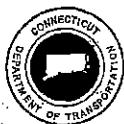
Reports") must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable.

The Municipality shall require that the workpapers and reports of an independent Certified Public Accountant ("CPA") be maintained for a minimum of five (5) years from the date of the Audit Reports.

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

9. When the Municipality receives State or Federal funds it shall incorporate the "Connecticut Required Specific Equal Employment Opportunity Responsibilities" ("SEEOR"), dated 2010, attached at Schedule E, as may be revised, as a material term of any contracts/agreements it enters into with Municipality Parties and shall require the Municipality Parties to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any contracts/agreements with Municipality Parties and require that the Municipality Parties attach the SEEOR to its subcontracts.



CONNECTICUT DEPARTMENT OF TRANSPORTATION POLICY STATEMENT

POLICY NO. F&A-10

June 1, 2007

SUBJECT: Code of Ethics Policy

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

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

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

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

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

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

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

To contact the Office of State Ethics:

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

Enforcement

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

Prohibited Activities

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

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

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

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

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

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

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of

the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
 - **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - **Prohibited Representation:** DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any

bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

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

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

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

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

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

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

Training for DOT Employees

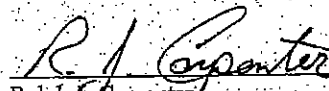
A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training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

Important Ethics Reference Materials

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

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

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


Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

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

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

Schedule D

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.

Schedule E

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 E

group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract Compliance.

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

4. Records and Reports:

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

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

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

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



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

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

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

CC: Lisa Burns, P.E. - Principal Engineer
Drew Berndlmaier, P.E. - Senior Civil Engineer

REF: Public Works Committee Agenda Item - Project PM2015-1
Pavement Management Program

DATE: September 29, 2016

I would like to request that the following item be included on the agenda for the October 6, 2016 Public Works Committee meeting.

- 1.) Authorize the Director of Public Works, to execute Change Orders with Deering Construction, Inc. for Project PM2015-1 Pavement Management Program, for a sum not to exceed \$390,000.00.

Account Nos. 0916 5010 5777 C0516
0917 5010 5777 C0516

The Board of Education had requested the Department of Public Works to pave the parking lots at Norwalk High School and Cranbury Elementary School through the PM2015-1 Pavement Management Program contract.

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

The Department of Transportation
Bureau of Engineering and Construction
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546

TO WHOM IT MAY CONCERN:

In reference to the property owned by the undersigned at 1 Monroe Street, Norwalk, Connecticut, I (We), the undersigned, do hereby grant permission to the Department of Transportation, Bureau of Engineering and Highway Operations, its contractors or agents, to enter upon said premises for the purpose of proceeding with the construction of the project in accordance with the plans outlined and described to me (us), subject to continued negotiations for the purchase of the TEMPORARY ACCESS EASEMENT/CONSTRUCTION EASEMENT.

This permission is given without prejudice to my (our) right under the law covering damages for the acquisition of the TEMPORARY ACCESS/CONSTRUCTION EASEMENT and the right of the State of Connecticut to formally acquire the TEMPORARY ACCESS/CONSTRUCTION EASEMENT by eminent domain in the event of failure to conclude an amicable agreement for the purchase of the TEMPORARY ACCESS/CONSTRUCTION EASEMENT and my (our) right to appeal the damages.

Very truly yours,

DATE: _____

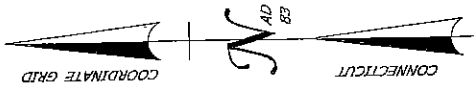
PROJECT NO. 301-072

SERIAL NO. 8A

CITY OF NORWALK

CONSTRUCTION EASEMENT FOR THE PURPOSE OF PROVIDING INGRESS AND EGRESS FROM SOUTH MAIN STREET TO THE CONSTRUCTION SITE OVER EXISTING DRIVE DURING THE REPLACEMENT OF 6TH WAYSIDE SUBSTATION ACQUIRED. SAID EASEMENT IS LIMITED TO TRAVEL ONLY AND IS NOT TO BE USED FOR STORAGE OF MATERIALS OR EQUIPMENT NOR IMPEDE THE USE OF THE PRIVATE DRIVEWAY. CONSTRUCTION EASEMENT TAKEN UNDER THIS PARAGRAPH SHALL BE RESTORED BY RESURFACING ANY DISTURBED AREAS. SAID EASEMENT WILL BE EXTINGUISHED WHEN NO LONGER REQUIRED.
EASEMENT AREA No. 2 = 4,778 ± SQ. FT.

CONSTRUCTION EASEMENT FOR THE PURPOSE OF CONSTRUCTING A RAMP TO AID IN THE REPLACEMENT OF 6TH WAYSIDE SUBSTATION IN THE NEW HAVEN RAILROAD MAIN LINE ACQUIRED. CONSTRUCTION EASEMENT TAKEN UNDER THIS PARAGRAPH WILL BE RESTORED BY LANDSCAPING, ESTABLISHING TURF, AND RESURFACING ANY DISTURBED AREAS. SAID EASEMENT WILL BE EXTINGUISHED WHEN NO LONGER REQUIRED.
EASEMENT AREA No. 1 = 5,180 ± SQ. FT.



STATE OF CONNECTICUT RAILROAD (METRO NORTH COMMUTER RAILROAD OPERATOR)

N/F TR. SONO PARTNERS LLC

PRESENT SOUTH MAIN STREET

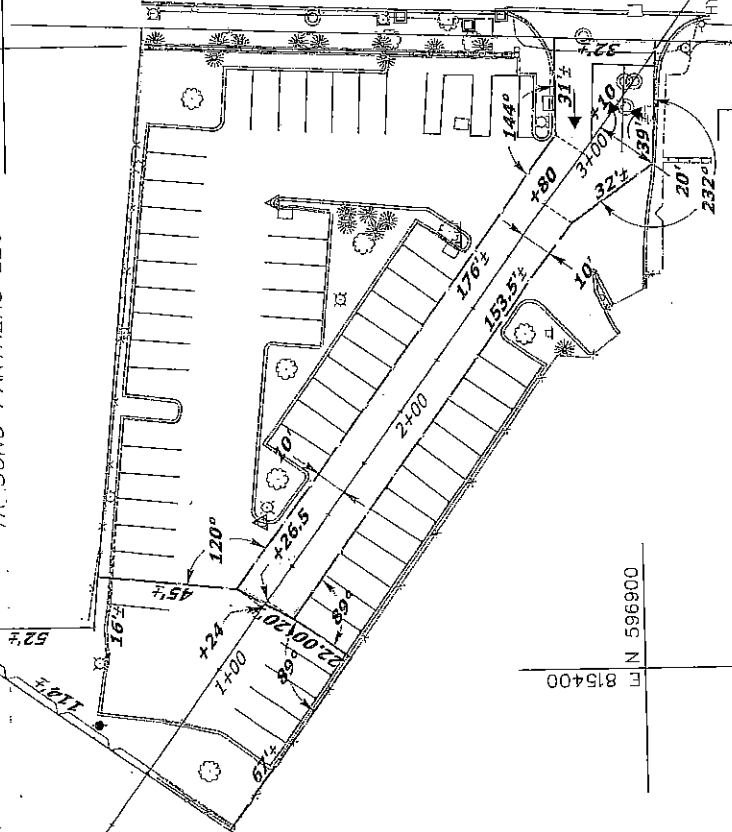
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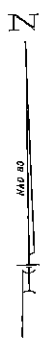
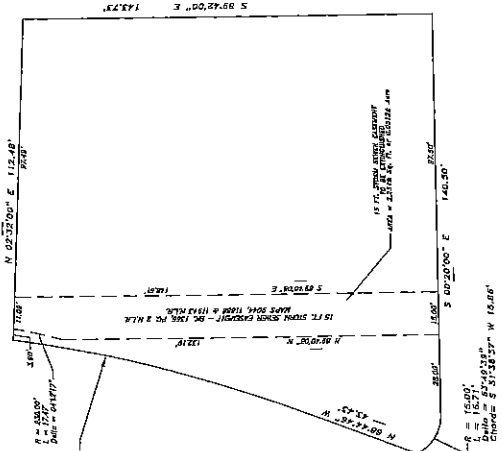
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**Replacement of Wayside Electric Traction Substations
On the New Haven Line
Connecticut Department of Transportation Project No. 0301-0072**

**Temporary Construction/Access Easement from the City of Norwalk
South Norwalk, Site 6 (Substation 524)**

The Connecticut Department of Transportation (Department) is replacing the existing wayside electric traction substation at South Norwalk (Sub524) with a new substation. As a part of the project, six new catenary structures will be installed on the south side of the railroad right-of-way for the connection to the existing trolley and feeder circuits. The installation work of the new catenary structures include auguring for the new caissons, setting steel cages in the caissons, pouring concrete in the caissons, erecting steel poles, running the steel truss and cross-track feeders over the four tracks, and burying the new ground grid system around the new catenary structures. The original construction method called for high-rail mounted equipment to be placed on Track 4. However, the night work time frame allowed by Metro-North to perform the work presents a constructability issue. The Department also requested that Metro-North provide a Track 4 outage for three months or an extended railroad and power outage per night to perform the work. These requests were denied by the Metro-North Operations Department. The temporary construction easement through the City of Norwalk's owned property would allow the Department to perform the work.

[illegible][illegible]

DETAIL/DESCRIPTION OF EASEMENT TO BE EXTINGUISHED

PROPERTY SURVEY
DEPICTING
STREET LINE REVISION & EXTINGUISHMENT OF EASEMENT
AT
13 DAY STREET
PREPARED FOR
TRINITY WASHINGTON VILLAGE
LIMITED PARTNERSHIP

THE NORWALK HOUSING AUTHORITY
AND
NORWALK, CONNECTICUT
SEPTEMBER 12, 2016
SCALE: 1" = 50' FT.
WILLIAM W. ZEYMOUR & ASSOCIATES, P.C.
LAND SURVEYORS ~ ZONING & LAND USE CONSULTANTS
170 NORFOLK AVENUE ~ 203-665-3331
DARIEN, CONN. 06820

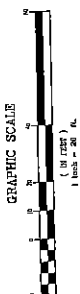
TO MY KNOWLEDGE AND BELIEF, THIS MAP IS
 COMPLETELY CORRECT AS NOTED HEREON.

Jack S. Lebow

BOOKS FOR FILM STUDIES ONLY

ACTING DIRECTOR OF PLANNING AND ZONING

THIS PLAN IS NEITHER A SUBSIDIZATION NOR A RESUBSIDIZATION UNDER THE TERMS OF THE CALIFORNIA GENERAL STATUTES AS AMENDED.



13-13283 LLRV 13 DAY 09-12-16.DWG

Sotnik, Paul

From: Bovilsky, Adam
Sent: Tuesday, September 13, 2016 1:59 PM
To: Sotnik, Paul
Cc: Chimento, Bruce J.
Subject: RE: Sale of Excess City-Owned Property - 1 Bates Court (Tax Lot 2-53-5-0)

Dear Paul,

As we just discussed, my Department does not have any direct interest in the land that is being considered for transfer to MRA. However, a 501c-3 non-profit agency (the New Day Center of Norwalk, aka NDCON), that was originally a spin-off from a Norwalk Human Relations Commission project, has been interested in a project on the adjacent land. They look out for the interests of the day laborers who wait for work on the Lowe Street bridge. For many years, the men who wait for work have not had access to a bathroom and sadly often go down to the railroad tracks to relieve themselves. This practice is neither sanitary nor safe. NDCON would like to see the City maintain portable toilets on the premises. The land on the corner adjacent to the property being considered for transfer may be perfect for this purpose. After the transfer I would hate to find that we no longer have room for the toilets. I would also hate to see MRA object to placing the port-a-johns there, next to their newly purchased land. Can we confirm that there will still be enough room in case we want to proceed with the toilet project? If there is enough room, can we include something in the transfer where they promise not to object or at least are officially put on notice? It might be crazy, but perhaps they might even agree to maintain them (I know that might be a bit beyond reasonable)?

-Adam

Adam D. Bovilsky
Director
Human Relations and Fair Rent Department



City of Norwalk
125 East Avenue, Room 125
Norwalk, CT 06856-5125
203-854-7989
abovilsky@norwalkct.org

From: Sotnik, Paul

Sent: Tuesday, September 13, 2016 12:05 PM

To: Moccia, Mike; Hughes, Ken; Wrinn, Michael; Cherichetti, Alexis; Reilly, Lawrence; Kulhawik, Thomas; Ireland, Bill; Callahan, Timothy; Stewart, Michael; O'Brien, William; Biagiarelli, Lisa; Palumbo, Al; King, Donna; Asmani, Lunda; Barron, Robert; Bovilsky, Adam; Bradley, Christine; Callahan, Timothy; Cherichetti, Alexis; Coppola, Mario; Del Vecchio, Karen; DeLuca, Michele; Gatto, Gino; Gilden, Frederic; Hall, Kristin; Ireland, Bill; Law, Curtis; Lyons, Karen; McQuaid, Richard; Morton, Kimberlee; Pytleski, Katherine; Schlosser, John; Sgobbo, Mike; Sheehan, Timothy; Stocker, Elizabeth L.; Walenczyk, David; Wells, Stuart; Beltz-Jacobson, Diane

Cc: Burns, Lisa; Chimento, Bruce J.; Lo, Alan

Subject: Sale of Excess City-Owned Property - 1 Bates Court (Tax Lot 2-53-5-0)

Department Head or Assistant Department Head:

The City through the Department of Public Works has received a request from Metropolitan Realty Associates, LLC to purchase an excess City-Owned property located at 1 Bates Court (Tax Lot 2-53-5-0).

is on the northeast corner of the intersection of Dr. Martin Luther King, Jr. Drive and Lowe Street. The parcel is highlighted in the attached map.

I would like to request your input to determine if the parcel would be of any use to your Department and to determine any restrictions that should be imposed on the sale of the parcel that would be in the best interest of the City and specifically, your Department. At this time the Department of Public Works has requested that the parcel property lines be configured so that existing City and Utility Company infrastructure are within the City Right-of-Way so that no easements would be required from the new owner. The attached map indicates the proposed parcel configuration.

If I have not received any comments from you by 4:30 P.M. on Wednesday, September 15, 2016, I will proceed with the advertisement for the Public Hearing for the sale of the property.

The Public Hearing to consider the sale of the excess City-Owned property will be conducted by the Public Works Committee of the Common Council and will be scheduled for Tuesday, October 4, 2016 at 7:15 P.M. in Room 231, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

Thank You,

Paul

Paul Sotnik, P.E.
Senior Civil Engineer



City of Norwalk - Department of Public Works
125 East Avenue
Norwalk, CT 06856-5125
Telephone: (203) 854-7891
Fax: (203) 857-0143
E-Mail: psotnik@norwalkct.org



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

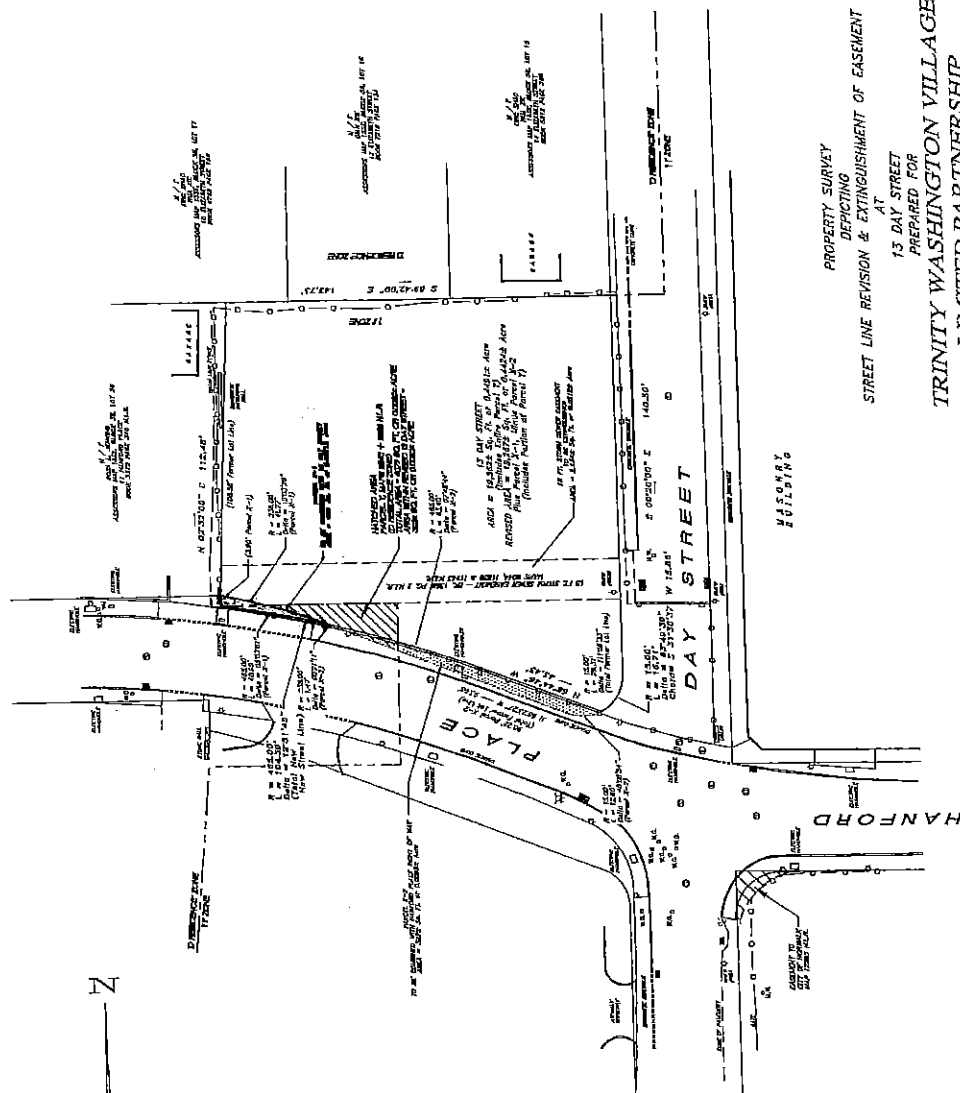
TO: Bruce J. Chimento, P.E. - Director of Public Works
FROM: Paul L. Sotnik, P.E. - Senior Civil Engineer
CC: Lisa Burns, P.E. - Principal Engineer
REF: Items To Be Included On October 4, 2016 Public Works Committee Agenda
DATE: October 4, 2016

I have one item that Lisa and I are requesting to have included on the agenda for the October 4, 2016 Public Works Committee meeting. I have listed the item below.

1.) APPROVAL/AUTHORIZATION

Schedule a Public Hearing of Necessity for the abandonment/discontinuance of a portion of Hanford Place along the northern boundary of the Hanford Place Right-Of-Way at 13 Day Street (Tax Lot 2-58-46-0) as depicted on a map on file in the Department of Public Works dated September 12, 2016. 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, November 1, 2016 at 7:00 P.M. in Room 231, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

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



PROPERTY SURVEY
DEPICTING
STREET LINE REVISION & EXTINGUISHMENT OF EASEMENT
AT
15 DAY STREET
PREPARED FOR
TRINITY WASHINGTON VILLAGE
LIMITED PARTNERSHIP

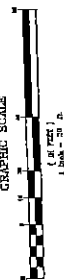
TO MY KNOWLEDGE AND BELIEF, THIS MAP IS
 CORRECTLY & COMPLETELY AS NOTED HEREON.

U.S. Patent and Trademark Office

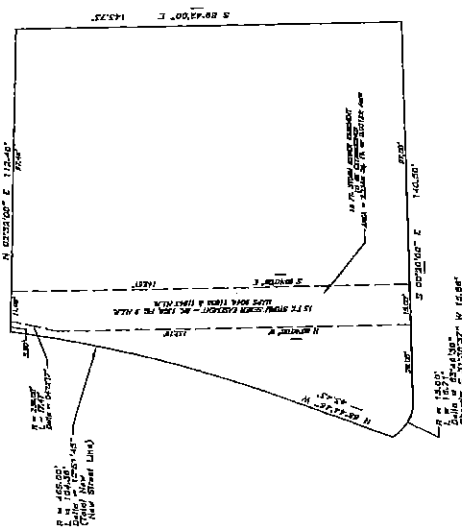
ANNOUNCED FOR THE FUTURE DAY

--- **DOUBLE CITY DISTRICT OF INDIANA AND TOWN OF** ---

THIS PLAN IS NEITHER A SUBSTITUTION NOR A REASSIGNMENT UNDER THE TERMS OF



DETAIL/DESCRIPTION OF EASEMENT TO BE EXTINGUISHED



VII. G

Personnel Committee - Special Meeting
October 4, 2016

During the Special Meeting of the Personnel Committee that was held on October 4, 2016, it was voted to amend Section G of the Pay Plan for Non-Union, Appointed and Elected Officials in the following manner:

From:

G. Elected Officials: The salary for elected officials and certain appointed official shall be as follows:

Mayor	Midpoint of Director of Finance
Town Clerk	Minimum of Grants Coordinator
Registrar of Voters	Minimum of Executive Assistant

As changes in the ranges are made, the above salaries will be adjusted accordingly. Changes in the salaries for elected officials shall be effective December 31st, of the year they are elected or reelected.

To:

G. Elected Officials: The salary for elected officials and certain appointed official shall be as follows:

Mayor	Midpoint of Director of Finance
Town Clerk	Minimum of Grants Coordinator
Registrar of Voters	At the 10 th Percentile of the Salary Range for Executive Assistant

As changes in the ranges are made, the above salaries will be adjusted accordingly. Changes in the salaries for elected officials shall be effective December 31st, of the year they are elected or reelected.

Effect of the change in the Ordinance Pay Plan proposed by the Personnel Committee on October 4, 2016:

Annual Salary for Registrar of Voters Effective 12/31/2016:

Range for Executive Assistant Effective 7/1/2016: \$54,675 to \$78,975
10th Percentile of the range is \$57,105

Annual Salary for Registrar of Voters Effective 12/31/2018:

Range for Executive Assistant Effective 7/1/2017: \$56,315 to \$81,344
10th Percentile of the range is \$58,818