



**DEPARTMENT OF FINANCE  
OFFICE OF PURCHASING**

October 16, 2013

<b>REQUEST FOR PROPOSALS RE: Energy Efficient Lighting – Norwalk City Hall</b>		
<b>PROJECT NUMBER</b>	<b>3344</b>	<b>Document length - 140 pages</b>
<b>DUE DATE</b>	<b>2:00:00 PM</b>	<b>November 14, 2013</b>

Dear Sir/Madam:

The City of Norwalk is soliciting proposals from energy efficient lighting replacement / conversion firms to provide turnkey design and installation services associated with the replacement of all of the existing interior lighting fixtures at Norwalk City Hall with more energy efficient lighting. Proposal submissions are invited from professional firms with demonstrated experience in this area.

A PRE-PROPOSAL CONFERENCE will be held at 02:00pm, Thursday, October 24, 2013 at Norwalk City Hall, 125 East Avenue, Norwalk, CT, meeting in conference room 101. A walk-through of the facility will follow the pre-proposal conference.

Request for Proposal [RFP] DOCUMENTS are available upon receipt of this invitation (if not attached) 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 it for free from Adobe.

All questions must be directed, in writing, to Gerald J. Foley, Purchasing Agent, via e-mail or fax number (203) 854-7817. The deadline for submission of questions is 2:00PM, October 31, 2013.

Businesses without fax or Internet access equipment may contact the Purchasing Department at 203-854-7712 for any RFP information. Our fax number is 203-854-7817.

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.

If, after review of the RFP documents, your firm is interested in performing the services specified, provide the information requested, sign and return the complete document, along with your detailed proposal, to the City of Norwalk Purchasing Department by the due date.

Yours truly,

Gerald J. Foley  
Purchasing Agent  
Phone 203-854-7712  
Fax 203-854-7817  
E-mail [gfoley@norwalkct.org](mailto:gfoley@norwalkct.org)

## SECTION 1 – PROJECT SPECIFICATIONS

### A. Overview

The City of Norwalk is soliciting proposals from energy efficient lighting replacement / conversion firms to provide turnkey design and installation services associated with the replacement of all of the existing interior lighting fixtures at Norwalk City Hall with more energy efficient lighting. In addition, the City would consider integrated alternative energy systems as options to further reduce electrical energy consumption.

### B. Existing building information:

Norwalk City Hall is located at 125 East Avenue, Norwalk, CT. Electricity to this facility is provided by Connecticut Light and Power (CL&P). The building was constructed in 1936 as Norwalk High School. Extensive renovation and an addition was added in 1986 – 88. Norwalk City Hall has three floors and two partial basement areas. The total square footage of the City building is approximately 198,000 square feet: basement storage – 21,700 sq. ft, 1<sup>st</sup> floor - 46,500 sq. ft., 2<sup>nd</sup> floor - 46,500 sq. ft., and 3<sup>rd</sup> floor – 46,500 sq. ft. Concert Hall and Mary McCarthy Room 36,800 sq. ft.

Previously completed energy conservation projects were:

- Building Management System installed - 2001
- Atrium Lighting Upgrade – 2003 and 2008
- Vending Machine & Water Cooler Timers – 2003 and 2008
- Stairwell Lighting Upgrade – 2002
- Parking Lot Lighting Upgrade - 2011

The following is a guideline addressing the hours of operation for lighting at City Hall that would be used for energy conservation analysis and incentives.

- Corridor Lighting – 6am to Midnight, Monday - Friday [Minimum 20-30 F/C]
- Office Lighting – 8am to 8pm, Monday – Friday [Minimum 30-50 F/C]
- Staff Lounges – 6am to Midnight, Monday – Friday [Minimum 30-50 F/C]
- Stairwells – 24/7 [Minimum 30 F/C]
- Bathroom Areas - 6am to Midnight, Monday – Friday [Minimum 30-50 F/C]
- Records Room, 6am to 2pm, Monday – Friday [Minimum 30-50 F/C]
- Concert Hall & Community Room 22 hours per week [Minimum 30-50 F/C]

### C. Scope of Services:

Firms responding to this RFP shall provide full design, permitting and construction services.

In the proposals, including all subsequent requests for additional information and documents, the Firms shall provide all technical and financial data necessary to demonstrate the feasibility of their proposed improvement, the values for energy conservation and financial savings.

Upon acceptance of the proposals, the Firm shall visit the site and inventory all existing building conditions, including existing lighting and electrical equipment. The Firm shall provide all architectural and engineering design services necessary for the complete installation of the proposed improvement. Said services shall include but not limited to electrical and structural engineering services. All design

shall meet industry and building code requirements. Additional lighting and/or financial calculations may be required to further document the costs and benefits for the project. A complete submittal package will be required at the end of the design phase for approval. Concurrent with the design process, the Firm will be responsible for coordination with the appropriate entities to secure and apply for available energy incentive on behalf of the City. A financial procedure shall be developed to properly receive and disburse the incentive funds. The firms shall also be responsible for obtaining and payment for all required permits and any and all disposal fees.

During construction, the firm shall properly staff the project and shall comply with all safety/OSHA requirements. The Firm shall coordinate with the City's Building Management Office as relates to its construction activities. Upon completion of the work, the Firm shall request final inspection and shall be responsible for coordination with incentive grant agency for final inspection leading to release of incentive funds. In the event that the grant agency requires post construction monitoring services relating to energy savings, the Firm shall provide said services extending to the end of the required monitoring period.

#### **D. Design considerations:**

Since the City Hall building is utilized from 6am to 5pm for government business, most of the work will need to be performed between 4:00pm and Midnight Monday through Friday and weekends. Should the successful firm choose to work on weekends it will be at no additional cost to the City.

In addition to the replacement of existing fixtures with energy efficient fixtures and the utilization of energy conservation devices, the City will entertain the addition/integration of alternative energy/daylight harvesting systems.

#### **E. Proposal submission material should include:**

- I. *Letter of Interest.*
- II. *General information* on the firm and proposed sub-consultants. Name, address, phone number, fax number, and Website of the Firm. Also include the number of years the Firm has been in business, identify if a separate firm will be involved with design and/or installation. If so, provide information relating to the firm qualifications.
- III. *Experience:* Clearly indicate the specific experience of the individuals/firm relating to projects of the same scale and type as this project. List the projects and identify their project schedules.
- IV. *Project Team.* Provide information on the proposed project team representatives: names, titles, phone numbers and email addresses. Along with resumes that provides an overview of their professional experience (project and dates) and their role/responsibility in the project. Indicate how much time for each person, including the Project Manger, shall be dedicated to this project and each person's role/responsibility with this project.
- V. *Proposed Project Work Plan for Project.* Provide a written description of the proposed improvement with conceptual layout of new lighting fixtures and any daylight harvesting equipment. For proposals that include daylight harvesting features, the City would be interested in evaluating installations completed approximately three to seven years old.
- VI. *Product Literature.* Provide product literature or brochure of the proposed equipment and fixtures as well as technical specifications and warranty for all equipment and shop drawings for roof penetrations (if applicable).

- VII. *References.* Provide information on a minimum of three (3) projects that your Firm has completed within the last 5 years based on similar equipment/system, on buildings with similar building features in Connecticut or New York metropolitan areas. Provide names, locations and contact information in the event the City would like to visit said facilities. .
- VIII. *Proposed Fees.* Provide the Proposed Project Cost for Services in a detailed itemized work format. Financial proforma to include estimated capital costs, projected utility usage and costs, annual savings, capital and/or operating energy incentive, payback period, total costs to the City. The City would consider design options and therefore, the Firm shall provide separate financial proforma for each of the alternative.

***Project Timeline***

Deadline for questions	2:00:00PM	October 31, 2013
RFP Responses:	2:00:00PM	November 14, 2013
RFP Interviews:	Approx. Week of December 2nd - 6th, 2013	
RFP Decision:	Approximately week of December 13, 2013	
Contract Award	February, 2013	
Preliminary Design	April, 2013	
Final Design	May, 2013	
Project Completion	August, 2013	

**F. Evaluation of Response:**

In response to this Request for Proposals, the City shall develop a rating system to evaluate the proposal submission materials. Depending on the quantity and quality of proposals received by the City, the City may set up interviews with some of the firms to obtain a better understanding of their proposal submission materials. As the City proceeds through the evaluation process, the City, may request supplemental information from shortlisted firms.

In the evaluation of the proposal submissions, the City shall consider the following criteria. These evaluation criteria are NOT listed in priority order.

- Experience of the Firm (or the team) with comparable scope/scale projects of similar building construction;
- Financial benefits: payback period, capital costs to the City and long term operating benefit/reduction of energy usage;
- Long term repair and maintenance costs, cost and availability of replacement parts and warranty period for all major components;
- Ability of the system to respond to varying operating needs and schedule;
- Environmental benefit;
- Ability to secure energy grants/incentives

## F. INSURANCE COVERAGE REQUIREMENTS

The City of Norwalk is requiring insurance coverage as listed below for this work.

Note: The term "Consultant" shall also include their respective agents, representatives, employees or subcontractors; and the term "City of Norwalk" (hereinafter called the "City") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

Note: The term "City of Norwalk" or "City" is to be taken to mean "City of Norwalk and the Norwalk Board of Education when the project includes work for the Board of Education.

At least five days before the Contract is executed and prior to commencement of work there under the Contractor shall be required to file with the Corporation Counsel a certificate of insurance, executed by an authorized representative of the insurance company satisfactory to the Corporation Counsel and in an acceptable form. The policy shall name the City of Norwalk as an Additional

Insured and state that, with respect to the award, the Contractor carries insurance in accordance with the following requirements:

### 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.

#### A. 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 (\$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 (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.

**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 (\$1,000,000.00) 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 subcontractor. 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 except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

**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.

**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, 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.

*The following document is the City's standard construction services contract produced by the City of Norwalk's Corporation Counsel. 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  
FOR**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by the **CITY OF NORWALK**, (hereinafter referred to as "CITY"), acting by and through Richard A. Moccia, its Mayor, duly authorized, and \_\_\_\_\_, a company existing under the laws of the State of Connecticut with an office and principal place of business located at \_\_\_\_\_, acting herein by \_\_\_\_\_, its \_\_\_\_\_, duly authorized, (hereinafter called 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 **Interior Lighting Systems Retrofit – Norwalk City Hall** (hereinafter the "Project"), in strict accordance with the City of Norwalk Department of Public Works General Provisions, dated April 2011; the general and technical specifications and conditions of contract; the Project Plans; Special Conditions; any addenda to the specifications; and all requirements of the Contract Documents, as defined herein.

The CITY will pay to 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 \_\_\_\_\_ 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 consideration stated herein.

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 BY CITY**

The Work to be performed under this Contract shall be administered on behalf of the CITY by \_\_\_\_\_, Director of the \_\_\_\_\_ Department, or his designated representative (hereinafter 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.

**ARTICLE 3. DOCUMENTS FORMING THE CONTRACT**

The Contract Documents shall be deemed to include the CITY's Request for Bids Project 3344 and Addendum \_\_ thereto dated \_\_\_\_\_, the CONTRACTOR's bid response dated \_\_\_\_\_, this written Agreement, including all bonds and insurance certificates; the City of Norwalk Department of Public Works General Provisions dated July 2011; the general and technical specifications and conditions of contract; 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 the contract, whether or not physically inserted.

This Contract will supersede any agreement 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 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.

#### **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 the 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 ninety (90) calendar days of the Notice to Proceed issued pursuant to this Contract.

#### **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, hindrance, 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 Contract Documents 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 installed to that date based on the quantity of work completed and the Contract unit prices, from which 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.

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 agreement 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.

## **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.

The CITY shall have no obligation to pay directly or to be responsible in any way or under any circumstances for payment to a contractor, subcontractor, employee, agent or representative of the CONTRACTOR.

No progress payment or partial or entire use or occupancy of the Project by the CITY shall constitute an acceptance of Work which does not comply with the Contract Documents.

## **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 any, to final payment; (c) a certificate 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 two (2) year maintenance bond posted with the CITY insuring the Project for a period of two (2) years from the date of final completion; (e) all required manufacturers' certification that all products and materials have been properly installed and/or incorporated into the Project and issuance of 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 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. 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 concerns 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. Nothing herein shall abrogate or supersede any provision regarding residence requirements in a collective bargaining agreement to which the CONTRACTOR is a party.

The CONTRACTOR shall include the foregoing provision in all subcontracts entered into pursuant to this Contract or related to this Project.

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 such project is Four Hundred Thousand Dollars (\$400,000.00) or more, and each contract for work relating to the remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project where 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 mechanic, laborer or workman employed upon the work herein contracted to be

done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund described in Section 31-53(h) 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 agreement to make a payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his 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.

#### **ARTICLE 15. RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT**

The CITY may at any time and for any reason terminate this Contract for convenience by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination for convenience, the CONTRACTOR shall be paid an amount that shall compensate the CONTRACTOR for the portion of the Work satisfactorily performed prior to termination. Such amount shall be fixed by the CITY after consultation with the CONTRACTOR, and shall be subject to audit by the CITY's Comptroller.

In the event the CITY determines that there has been a material breach by the CONTRACTOR of any of the terms of the Contract; the CONTRACTOR refuses or has failed to perform the Work or any part thereof in a timely, professional and diligent manner as will ensure its completion in accordance with the requirements hereof; the CITY determines that the Work hereunder is not being performed according to the Contract; the CONTRACTOR at any time refuses or neglects to supply a sufficient number of skilled workers or materials of the proper quality and quantity; the CONTRACTOR fails in any respect to prosecute the Work with promptness and diligence; the CONTRACTOR causes by any act or omission the stoppage, delay, or damage to the Work of any other contractors or subcontractors on the Project; the CONTRACTOR fails in the performance of any of the terms and

provisions of this Contract or of the other Contract Documents; there is filed by or against the CONTRACTOR a petition in bankruptcy or for an arrangement or reorganization; or the CONTRACTOR becomes insolvent or is adjudicated bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or makes a general assignment for the benefit of creditors, or otherwise acknowledges insolvency, the CITY has the right, power and authority to terminate this Contract for cause upon providing the CONTRACTOR three (3) days written notice. Said notice is provided for the purposes of allowing the CONTRACTOR the opportunity to wind down its operations and is not intended to provide the CONTRACTOR with the opportunity to cure.

In the event the CITY terminates the Contract for cause, the City may proceed with the Project in such manner and by such process as it determines to be in the best interest of the Project. Furthermore, 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. Conversely, the CONTRACTOR shall be obligated to pay the CITY 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 otherwise due the CONTRACTOR, 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.

The CITY also shall have the right to suspend the CONTRACTOR's performance under this Contract at any time and for any reason that the CITY deems in its best interest. 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, and payment for all remaining work shall be made in accordance with this Contract without adjustment. 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 the CONTRACTOR or the CITY 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 thereof in connection with the performance of Work.

## **ARTICLE 19. EQUAL EMPLOYMENT OPPORTUNITY**

The CONTRACTOR agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination in any manner prohibited by the laws of the United States or of the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, gender, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by the CONTRACTOR that such disability prevents performance of the work involved. The CONTRACTOR further agrees to take affirmative action to insure that applicants with job-related qualifications are fairly employed and that employees are treated in a fair and nondiscriminatory manner.

**The CONTRACTOR agrees 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.

## **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 agreement.

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 Agreement to which CONTRACTOR is bound hereby including the requirements regarding insurance and indemnification.

Each subcontract agreement 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 agreements, 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 representative. 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 **TWO HUNDRED DOLLARS (\$200.00)** for each and every calendar day, including Saturdays and legal holidays, that the Project remains incomplete in accordance with Article 5 of this Agreement. 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 Agreement 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 agreements 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:**

\_\_\_\_\_

City Hall, P. O. Box 5125  
Norwalk, Connecticut 06856-5125

**With a copy to:**

Office of Corporation Counsel  
City Hall, P.O. Box 798  
Norwalk, Connecticut 06856-0798

**To the Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

K. The CONTRACTOR represents to the CITY as follows:

That the CONTRACTOR is a legally existing corporation under the laws of its respective states 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;

That the CONTRACTOR 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;

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; and

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.

L. 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. By signing this Agreement the CONTRACTOR hereby certifies to the City of Norwalk that it is in compliance with all applicable regulations and laws governing employment practices.

**IN WITNESS WHEREOF**, this agreement 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 agreement on the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

**Witnesses' signatures:**

**CITY OF NORWALK**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Richard A. Moccia  
Its Mayor  
Duly Authorized

Witnesses' signatures:

\_\_\_\_\_

\_\_\_\_\_  
**Its Member**  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Duly Authorized

(Affix corporate seal of  
contractor if a corporation)

APPROVED AS TO FORM:  
CORPORATION COUNSEL OFFICE

By: \_\_\_\_\_

APPROVED AS TO  
AVAILABILITY OF FUNDS:

By: \_\_\_\_\_  
Comptroller

Date: \_\_\_\_\_

**End of Section - One**

## SECTION 2 - RESPONSE FORMS

### SPECIAL NOTES ON RESPONDING

**ADDENDA** information is 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 it for free from Adobe. We strongly suggest that you check for any addenda a minimum of forty eight hours in advance of the bid deadline.

**SUMMARIES** – A list of the consulting firms 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.

**RFP RESPONSES** [*One (1) Original + Ten (10) copies*] are to be delivered to:

City of Norwalk Purchasing Department  
125 East Avenue, Room 103  
P.O.Box 5125  
Norwalk, Ct. 06856-5125

See section 3 for information on delivering bids by fax.

## 2.1 Proposal Submission:

As outlined in earlier in this document, all proposals submissions must include the following:

- I. *Letter of Interest.*
- II. *General information* on the firm and proposed sub-consultants. Name, address, phone number, fax number, and Website of the Firm. Also include the number of years the Firm has been in business, identify if a separate firm will be involved with design and/or installation. If so, provide information relating to the firm qualifications.
- III. *Experience:* Clearly indicate the specific experience of the individuals/firm relating to projects of the same scale and type as this project. List the projects and identify their project schedules.
- IV. *Project Team.* Provide information on the proposed project team representatives: names, titles, phone numbers and email addresses. Along with resumes that provides an overview of their professional experience (project and dates) and their role/responsibility in the project. Indicate how much time for each person, including the Project Manger, shall be dedicated to this project and each person's role/responsibility with this project.
- V. *Proposed Project Work Plan for Project.* Provide a written description of the proposed improvement with conceptual layout of new lighting fixtures and any daylight harvesting equipment. For proposals that include daylight harvesting features, the City would be interested in evaluating installations completed approximately three to seven years old.
- VI. *Product Literature.* Provide product literature or brochure of the proposed equipment and fixtures as well as technical specifications and warranty for all equipment and shop drawings for roof penetrations (if applicable).
- VII. *References.* Provide information on a minimum of three (3) projects that your Firm has completed within the last 5 years based on similar equipment/system, on buildings with similar building features in Connecticut or New York metropolitan areas. Provide names, locations and contact information in the event the City would like to visit said facilities. .
- VIII. *Proposed Fees.* Provide the Proposed Project Cost for Services in a detailed itemized work format. Financial proforma to include estimated capital costs, projected utility usage and costs, annual savings, capital and/or operating energy incentive, payback period, total costs to the City. The City would consider design options and therefore, the Firm shall provide separate financial proforma for each of the alternative.

Proposal submissions are to be submitted original (1) copy plus ten (10) copies to  
Norwalk City Hall, Purchasing Department, Room 103  
125 East Avenue P.O. Box 5125, Norwalk, Connecticut 06856-5125

**2.2 PRICING RESPONSE FORM**

<b>Vendor Name</b> _		
<b>Address</b> _		
<b>Phone</b> _	<b>Fax</b> _	<b>Email</b> _
<b>Manager</b> _		<b>Fed ID#</b>

The undersigned hereby declares that he has carefully examined the requirements as stipulated in this RFP and understands that in signing this proposal he/she waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he/she will furnish and provide all the necessary staffing, sub-consultants, services, office support, travel expenses, 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 Consultant and the City.

It is further understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the City.

**1. Proposed Fee(s)**

A. Area One - First floor – including all stairway areas (1st through 3rd floor).	
\$	Proposed fee in words
B. Area Two – Second floor	
\$	Proposed Fee in words
C. Area Three – Third Floor	
\$	Proposed Fee in words
D. <b>Total Areas (One thru Three):</b> Total proposed fee in numbers and words.	
\$	Total Proposed Fee in words

**Submitted by:**

Authorized Agent of Company		Date
Print Name & Title		
Signature		

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):

<b>Addendum #</b>		<b>Dated</b>		<b>Addendum #</b>		<b>Dated</b>	
<b>Addendum #</b>		<b>Dated</b>		<b>Addendum #</b>		<b>Dated</b>	

**2.3 STATEMENT OF QUALIFICATIONS**

Please answer the following questions regarding your company's past performance.  
 (Failure to provide this information may be regarded as justification for rejecting a bid.)

1. Number of years in business \_\_\_\_\_.

2. Number of personnel employed: Pt. time \_ \_\_\_\_\_, Full \_ \_\_\_\_\_,

3. List six contracts of this type/size your firm has completed within the last three years:


<b>4. ORGANIZATIONAL STRUCTURE OF BIDDER</b> (check which applies)	<input type="checkbox"/>	general partnership
	<input type="checkbox"/>	limited partnership
	<input type="checkbox"/>	limited liability corporation
	<input type="checkbox"/>	limited liability partnership,
	<input type="checkbox"/>	corporation doing business under a trade name
	<input type="checkbox"/>	individual doing business under a trade name
	<input type="checkbox"/>	other (specify)

<b>5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE;</b> 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 license 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

<b>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:</b>				
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.** Your company may be asked to submit the following information relative to your company's financial statements prior to receiving an award. This information will not be part of the public bidding record and will remain confidential.

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 proposal.

### **SECTION 3 - GENERAL INFORMATION**

**SECTION 3 - GENERAL INFORMATION** contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 080813 or later on file you may obtain a copy 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 down load it for free from Adobe.

Document number 1006: <http://www.norwalkct.org/documentcenter/view/865>

## **SECTION 4**

### **CITY OF NORWALK GENERAL SPECIFICATIONS 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) Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe.

Document number 1008: <http://www.norwalkct.org/DocumentCenter/Home/View/866>

## **SECTION 5**

### **PREVAILING WAGE ADDENDEUM**

(Note: Page numbering in this section is not sequential with other sections within this document)

The Contractor shall weekly submit to the Director a certified payroll, which shall consist of a complete copy of its records relating to the wages and hours worked by each employee and a schedule of the occupation or work classification at which each mechanic, laborer or workman on the Project is employed during each work day and week. The submission shall be in such manner and form as the State Labor Commissioner requires and in compliance with the requirements of Public Act 93392. This weekly submission shall also include a statement signed by the employer (the Contractor) indicating the information set forth in Section I(f) of Public Act 93-392."

Project: Lighting Fixture Retrofit And Interior Lighting Fixtures For The City Hall

**Minimum Rates and Classifications  
for Building Construction**

ID# : B 18335

**Connecticut Department of Labor  
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: 3344  
State#:

Project Town: Norwalk  
FAP#:

Project: Lighting Fixture Retrofit And Interior Lighting Fixtures For The City Hall

**CLASSIFICATION**

	<b>Hourly Rate</b>	<b>Benefits</b>
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings	35.00	27.41
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
2) Boilermaker	35.24	25.01

**As of: Friday, September 27, 2013**

Project: Lighting Fixture Retrofit And Interior Lighting Fixtures For The City Hall

3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	32.50	27.24 + a
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3b) Tile Setter	32.94	22.42
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3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
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3d) Tile, Marble & Terrazzo Finishers	26.25	19.20
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3e) Plasterer	32.50	26.21
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-----LABORERS-----

**As of: Friday, September 27, 2013**

Project: Lighting Fixture Retrofit And Interior Lighting Fixtures For The City Hall

4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	26.40	17.15
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman, fence erector.	26.65	17.15
4b) Group 3: Jackhammer Operators/Pavement Breaker, mason tender (brick) and mason tender (cement/concrete)	26.90	17.15
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80	26.65	17.15
4d) Group 5: Air track operators, Sand blasters	27.15	17.15
4e) Group 6: Nuclear toxic waste removers, blasters	29.40	17.15

**As of: Friday, September 27, 2013**

Project: Lighting Fixture Retrofit And Interior Lighting Fixtures For The City Hall

4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped)	27.40	17.15
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew	26.90	17.15
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew	26.40	17.15
4i) Group 10: Traffic Control Signalman	16.00	17.15
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	30.45	21.65
5a) Millwrights	30.78	22.15

**As of: Friday, September 27, 2013**

Project: Lighting Fixture Retrofit And Interior Lighting Fixtures For The City Hall

6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	36.52	23.00+3% of gross wage
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7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	46.41	25.185+a+b
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-----LINE CONSTRUCTION-----

Groundman	24.99	6.5% + 9.75
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Linemen/Cable Splicer	45.43	6.5% + 16.20
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8) Glazier (Trade License required: FG-1,2)	34.18	17.75
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**As of: Friday, September 27, 2013**

Project: Lighting Fixture Retrofit And Interior Lighting Fixtures For The City Hall

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	33.50	28.98
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----OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over); work boat 26 ft. and over. (Trade License Required)	36.05	21.55 + a
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Group 2: Cranes (100 ton rate capacity and over); Backhoe/Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer). (Trade License Required)	35.73	21.55 + a
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Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	34.99	21.55 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	34.60	21.55 + a
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**As of: Friday, September 27, 2013**

Project: Lighting Fixture Retrofit And Interior Lighting Fixtures For The City Hall

Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	34.01	21.55 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	34.01	21.55 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	33.70	21.55 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	33.36	21.55 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	32.96	21.55 + a
Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	32.53	21.55 + a

**As of: Friday, September 27, 2013**

Project: Lighting Fixture Retrofit And Interior Lighting Fixtures For The City Hall

Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	30.49	21.55 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	30.49	21.55 + a
Group 12: Wellpoint operator.	30.43	21.55 + a
Group 13: Compressor battery operator.	29.85	21.55 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	28.71	21.55 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	28.30	21.55 + a

**As of: Friday, September 27, 2013**

Project: Lighting Fixture Retrofit And Interior Lighting Fixtures For The City Hall

Group 16: Maintenance Engineer/Oiler.	27.65	21.55 + a
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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	31.96	21.55 + a
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Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	29.54	21.55 + a
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-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller	30.62	17.75
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10b) Taping Only/Drywall Finishing	31.37	17.75
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**As of: Friday, September 27, 2013**

Project: Lighting Fixture Retrofit And Interior Lighting Fixtures For The City Hall

10c) Paperhanger and Red Label	31.12	17.75
10e) Blast and Spray	33.62	17.75
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	39.31	26.27
12) Well Digger, Pile Testing Machine	33.01	19.40 + a
Rofer: Cole Tar Pitch	37.00	12.75 + a
Rofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	35.50	12.75 + a

**As of: Friday, September 27, 2013**

Project: Lighting Fixture Retrofit And Interior Lighting Fixtures For The City Hall

15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	43.41	31.90
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16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	39.31	26.27
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-----TRUCK DRIVERS-----

17a) 2 Axle	27.88	18.27 + a
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17b) 3 Axle, 2 Axle Ready Mix	27.98	18.27 + a
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17c) 3 Axle Ready Mix	28.03	18.27 + a
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**As of: Friday, September 27, 2013**

Project: Lighting Fixture Retrofit And Interior Lighting Fixtures For The City Hall

17d) 4 Axle, Heavy Duty Trailer up to 40 tons	28.08	18.27 + a
17e) 4 Axle Ready Mix	28.13	18.27 + a
17f) Heavy Duty Trailer (40 Tons and Over)	28.33	18.27 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	28.13	18.27 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	39.76	19.87 + a
19) Theatrical Stage Journeyman	22.22	6.53

**As of: Friday, September 27, 2013**

## Project: Lighting Fixture Retrofit And Interior Lighting Fixtures For The City Hall

*Welders: Rate for craft to which welding is incidental.*

*\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

*\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate*

- Crane with 150 ft. boom (including jib) - \$1.50 extra
- Crane with 200 ft. boom (including jib) - \$2.50 extra
- Crane with 250 ft. boom (including jib) - \$5.00 extra
- Crane with 300 ft. boom (including jib) - \$7.00 extra
- Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

*The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.*

*Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.*

*It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.*

*The annual adjustments will be posted on the Department of Labor's Web page: [www.ct.gov/dol](http://www.ct.gov/dol). For those without internet access, please contact the division listed below.*

*The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.*

*All subsequent annual adjustments will be posted on our Web Site for contractor access.*

*Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.*

**As of: Friday, September 27, 2013**

Project: Lighting Fixture Retrofit And Interior Lighting Fixtures For The City Hall

*Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage*

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

**~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).**

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

**As of: Friday, September 27, 2013**

Project: ADA Accessibility Improvements At Lockwood Mathews Mansion Museum

**Minimum Rates and Classifications  
for Building Construction**

ID# : B 18339

**Connecticut Department of Labor  
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: 3352  
State#:

Project Town: Norwalk  
FAP#:

Project: ADA Accessibility Improvements At Lockwood Mathews Mansion Museum

**CLASSIFICATION**

**Hourly Rate**

**Benefits**

1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings

35.00

27.41

1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.\*\*See Laborers Group 7\*\*

2) Boilermaker

35.24

25.01

**As of: Friday, September 27, 2013**

Project: ADA Accessibility Improvements At Lockwood Mathews Mansion Museum

3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	32.50	27.24 + a
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3b) Tile Setter	32.94	22.42
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3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
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3d) Tile, Marble & Terrazzo Finishers	26.25	19.20
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3e) Plasterer	32.50	26.21
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-----LABORERS-----

**As of: Friday, September 27, 2013**

Project: ADA Accessibility Improvements At Lockwood Mathews Mansion Museum

4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	26.40	17.15
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman, fence erector.	26.65	17.15
4b) Group 3: Jackhammer Operators/Pavement Breaker, mason tender (brick) and mason tender (cement/concrete)	26.90	17.15
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80	26.65	17.15
4d) Group 5: Air track operators, Sand blasters	27.15	17.15
4e) Group 6: Nuclear toxic waste removers, blasters	29.40	17.15

**As of: Friday, September 27, 2013**

Project: ADA Accessibility Improvements At Lockwood Mathews Mansion Museum

4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped)	27.40	17.15
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew	26.90	17.15
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew	26.40	17.15
4i) Group 10: Traffic Control Signalman	16.00	17.15
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	30.45	21.65
5a) Millwrights	30.78	22.15

**As of: Friday, September 27, 2013**

Project: ADA Accessibility Improvements At Lockwood Mathews Mansion Museum

6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	36.52	23.00+3% of gross wage
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7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	46.41	25.185+a+b
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-----LINE CONSTRUCTION-----

Groundman	24.99	6.5% + 9.75
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Linemen/Cable Splicer	45.43	6.5% + 16.20
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8) Glazier (Trade License required: FG-1,2)	34.18	17.75
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**As of: Friday, September 27, 2013**

Project: ADA Accessibility Improvements At Lockwood Mathews Mansion Museum

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	33.50	28.98
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----OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over); work boat 26 ft. and over. (Trade License Required)	36.05	21.55 + a
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Group 2: Cranes (100 ton rate capacity and over); Backhoe/Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer). (Trade License Required)	35.73	21.55 + a
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Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	34.99	21.55 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	34.60	21.55 + a
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**As of: Friday, September 27, 2013**

Project: ADA Accessibility Improvements At Lockwood Mathews Mansion Museum

Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	34.01	21.55 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	34.01	21.55 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	33.70	21.55 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	33.36	21.55 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	32.96	21.55 + a
Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	32.53	21.55 + a

**As of: Friday, September 27, 2013**

Project: ADA Accessibility Improvements At Lockwood Mathews Mansion Museum

Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	30.49	21.55 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	30.49	21.55 + a
Group 12: Wellpoint operator.	30.43	21.55 + a
Group 13: Compressor battery operator.	29.85	21.55 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	28.71	21.55 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	28.30	21.55 + a

**As of: Friday, September 27, 2013**

Project: ADA Accessibility Improvements At Lockwood Mathews Mansion Museum

Group 16: Maintenance Engineer/Oiler. 27.65 21.55 + a

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator. 31.96 21.55 + a

Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license). 29.54 21.55 + a

-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller 30.62 17.75

10b) Taping Only/Drywall Finishing 31.37 17.75

**As of: Friday, September 27, 2013**

Project: ADA Accessibility Improvements At Lockwood Mathews Mansion Museum

10c) Paperhanger and Red Label	31.12	17.75
10e) Blast and Spray	33.62	17.75
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	39.31	26.27
12) Well Digger, Pile Testing Machine	33.01	19.40 + a
Rofer: Cole Tar Pitch	37.00	12.75 + a
Rofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	35.50	12.75 + a

**As of: Friday, September 27, 2013**

Project: ADA Accessibility Improvements At Lockwood Mathews Mansion Museum

15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	43.41	31.90
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16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	39.31	26.27
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-----TRUCK DRIVERS-----

17a) 2 Axle	27.88	18.27 + a
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17b) 3 Axle, 2 Axle Ready Mix	27.98	18.27 + a
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17c) 3 Axle Ready Mix	28.03	18.27 + a
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**As of: Friday, September 27, 2013**

Project: ADA Accessibility Improvements At Lockwood Mathews Mansion Museum

17d) 4 Axle, Heavy Duty Trailer up to 40 tons	28.08	18.27 + a
17e) 4 Axle Ready Mix	28.13	18.27 + a
17f) Heavy Duty Trailer (40 Tons and Over)	28.33	18.27 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	28.13	18.27 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	39.76	19.87 + a
19) Theatrical Stage Journeyman	22.22	6.53

**As of: Friday, September 27, 2013**

## Project: ADA Accessibility Improvements At Lockwood Mathews Mansion Museum

*Welders: Rate for craft to which welding is incidental.*

*\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

*\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate*

- Crane with 150 ft. boom (including jib) - \$1.50 extra
- Crane with 200 ft. boom (including jib) - \$2.50 extra
- Crane with 250 ft. boom (including jib) - \$5.00 extra
- Crane with 300 ft. boom (including jib) - \$7.00 extra
- Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

*The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.*

*Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.*

*It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.*

*The annual adjustments will be posted on the Department of Labor's Web page: [www.ct.gov/dol](http://www.ct.gov/dol). For those without internet access, please contact the division listed below.*

*The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.*

*All subsequent annual adjustments will be posted on our Web Site for contractor access.*

*Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.*

**As of: Friday, September 27, 2013**

Project: ADA Accessibility Improvements At Lockwood Mathews Mansion Museum

*Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage*

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

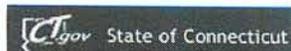
All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

**~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).**

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

**As of: Friday, September 27, 2013**



Governor Dannel P. Malloy

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# CONNECTICUT DEPARTMENT OF LABOR

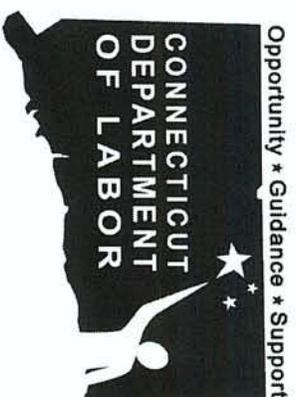
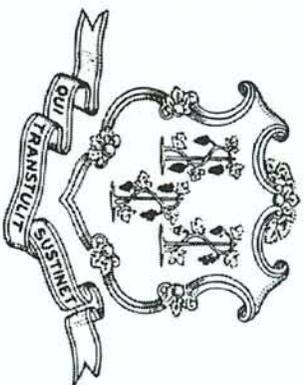
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## PREVAILING WAGE BID PACKAGE

- [Prevailing Wage Law Poster](#) (PDF, 97KB)
- [Section 31-53b](#): Construction safety and Health Course. Proof of completion required for employees on public building projects. (PDF, 10KB)
  - [Informational Bulletin - The 10-Hour OSHA Construction Safety and Health Course](#) (PDF, 20KB)
- [Notice For All Mason Contractors](#) (PDF, 5KB)
- [CT General Statute 31-55a](#)
- [Contracting Agency Certification Form](#) (PDF, 89KB)
- [Contractor's Wage Certification Form](#) (PDF, 11KB)
- [Payroll Certification - Public Works Projects](#)
- [Occupational Classification Bulletin](#)
- **UPDATED!** [Footnotes](#) (Rev. 07/13) (PDF, 93KB)

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# **THIS IS A PUBLIC WORKS PROJECT**

**Covered by the**

# **PREVAILING WAGE LAW**

**CT General Statutes Section 31-53**

**If you have QUESTIONS regarding your wages**  
**CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

**Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions.** (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

# **Informational Bulletin**

## **THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE**

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is [http://www.osha.gov/fso/ote/training/edcenters/fact\\_sheet.html](http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html);
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

**THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.**

November 29, 2006

**Notice**  
**To All Mason Contractors and Interested Parties**  
**Regarding Construction Pursuant to Section 31-53 of the**  
**Connecticut General Statutes (Prevailing Wage)**

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

**Forklift Operator:**

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.

- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

*Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.*

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.



## CONNECTICUT DEPARTMENT OF LABOR

[Home](#)[About Us](#)[FAQ](#)[News and Notices](#)[Contact Us](#)[Unemployment Benefits On-Line](#)[Job Seekers](#)[Employers](#)[Labor Market Information](#)[Directions/Office Information](#)**STATUTE 31-55a** [print Statute 31-55a](#) (PDF, 383KB)**- SPECIAL NOTICE -****To: All State and Political Subdivisions, Their Agents, and Contractors****Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.**

⇒ Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31 -53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bid on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: <http://www.ct.gov/dol>. For those without Internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.
- Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

 Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860) 263-6543.

[Workplace Laws](#)

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## STATUTE 31-55a

### - SPECIAL NOTICE -

**To: All State and Political Subdivisions, Their Agents, and Contractors**

**Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.**

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- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us). For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

**Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.**

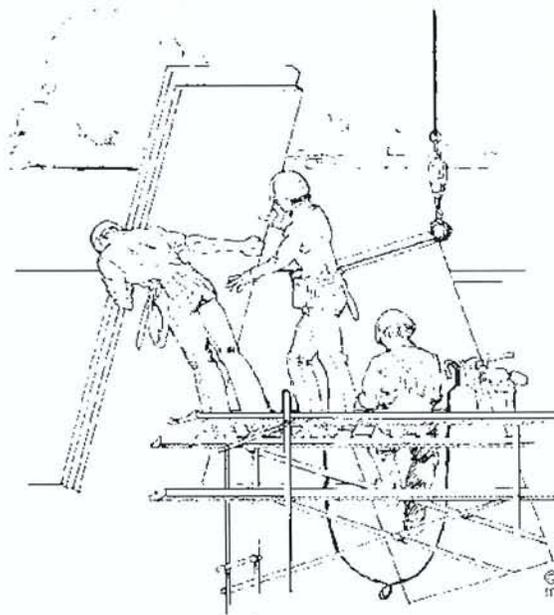
## ~NOTICE~

### TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached "Contracting Agency Certification Form" to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION  
CONTRACT COMPLIANCE UNIT

*CONTRACTING AGENCY CERTIFICATION FORM*

I, \_\_\_\_\_, acting in my official capacity as \_\_\_\_\_,  
authorized representative title

for \_\_\_\_\_, located at \_\_\_\_\_,  
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with

\_\_\_\_\_, located at \_\_\_\_\_,  
project name and number address

shall be \$ \_\_\_\_\_, which includes all work, regardless of whether such project  
consists of one or more contracts.

*CONTRACTOR INFORMATION*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Approximate Starting Date: \_\_\_\_\_

Approximate Completion Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Return To: Connecticut Department of Labor  
Wage & Workplace Standards Division  
Contract Compliance Unit  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

Date Issued: \_\_\_\_\_

**CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION**

**CONTRACTORS WAGE CERTIFICATION FORM**

I, \_\_\_\_\_ of \_\_\_\_\_  
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the \_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Street  
\_\_\_\_\_  
City

and all of its subcontractors will pay all workers on the  
\_\_\_\_\_  
Project Name and Number

\_\_\_\_\_  
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

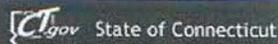
\_\_\_\_\_  
Signed

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public

Return to:  
Connecticut Department of Labor  
Wage & Workplace Standards Division  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

Date of Schedule Issued: \_\_\_\_\_



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In accordance with [Connecticut General Statutes, 31-53](#) Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.

**Note:** Once you have downloaded these forms and are ready to print them out, set the print function on your PC to the horizontal print orientation.

**Note2:** Please download both the Payroll Certification for Public Works Projects **and** the Certified Statement of Compliance for a complete package. The Certified Statement of Compliance appears on the same page as the Fringe Benefits Explanation page.

**Announcement: The Certified Payroll Form WWS-CPI can now be completed on-line!**

- [Certified Payroll Form WWS-CPI](#) (PDF, 727KB)
- [Sample Completed Form](#) (PDF, 101KB)

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**\*FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care \_\_\_\_\_ 4) Disability \_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_ 5) Vacation, holiday \_\_\_\_\_
- 3) Life Insurance \_\_\_\_\_ 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of \_\_\_\_\_,

I, \_\_\_\_\_ of \_\_\_\_\_, (hereafter known as

Employer) in my capacity as \_\_\_\_\_ (title) do hereby certify and state:

**Section A:**

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

\_\_\_\_\_  
(Signature) (Title) Submitted on (Date)

**Section B: Applies to CONNDOT Projects ONLY**

**That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.**

\_\_\_\_\_  
(Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CPI as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

**\*\*\*THIS IS A PUBLIC DOCUMENT\*\*\*  
\*\*\*DO NOT INCLUDE SOCIAL SECURITY NUMBERS\*\*\***



[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

**PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS**

**WEEKLY PAYROLL**

Connecticut Department of Labor  
Wage and Workplace Standards Division  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

WORKERS COMPENSATION INSURANCE CARRIER  
Travelers Insurance Company  
POLICY # #BAC888828  
EFFECTIVE DATE: 1/1/09  
EXPIRATION DATE: 12/31/09

PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS	DAY AND DATE							Total ST Hours	Total O/T Hours	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY			
			S	M	T	W	TH	F	S				FEDERAL STATE	WITH-HOLDING	LIST OTHER					
1	9/26/09	DOT 105-296, Route 82																		
PERSON/WORKER ADDRESS and SECTION	APPR RATE %	WORK CLASSIFICATION	HOURS WORKED EACH DAY																	
Robert Craft 81 Maple Street Willimantic, CT 06226	M/C	Electrical Lineman E-1 1234567 Owner OSHA 123456		8	8	8	8	8	8	8										#123 \$ xxx.xx
Ronald Jones 212 Elm Street Norwich, CT 06360	65%	Electrical Apprentice OSHA 234567																		#124 \$ xxx.xx
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B	M/H	Project Manager																		#125 xxx.xx

\*IF REQUIRED

\*SEE REVERSE SIDE

PAGE NUMBER 1 OF 2

OSHA 10 ~ ATTACH CARD TO 1ST CERTIFIED PAYROLL

**\*FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care Blue Cross 4) Disability \_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_ 5) Vacation, holiday \_\_\_\_\_
- 3) Life Insurance Utopia 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of 9/26/09

I, Robert Craft of XYZ Corporation, (hereafter known as Employer) in my capacity as Owner (title) do hereby certify and state:

**Section A:**

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA-The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

Robert Craft owner 10/2/09  
(Signature) (Title) Submitted on (Date)

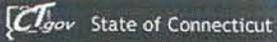
**Section B: Applies to CONNDOT Projects ONLY**

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft owner 10/2/09  
(Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

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## OCCUPATIONAL CLASSIFICATION BULLETIN

- [Informational Bulletin](#) (PDF, 448KB)

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## Information Bulletin

### *Occupational Classifications*

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53.

*Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification.*

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **CLEANING LABORER**

The clean up of any construction debris and the general cleaning, including sweeping, wash down, mopping, wiping of the construction facility, washing, polishing, dusting, etc., prior to the issuance of a certificate of occupancy falls under the *Labor classification*.

- **DELIVERY PERSONNEL**

If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer/tradesman and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring.

**\*License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.**

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. \*License required by Connecticut General Statutes: R-1,2,5,6.

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.

- **INSULATOR**

Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ***\*License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. **\*License required, crane operators only, per Connecticut General Statutes.**

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (tear-off and/or removal of any type of roofing and/or clean-up of any and all areas where a roof is to be relaid)

- **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters.

Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc.

The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Insulated metal and insulated composite panels are still installed by the Iron Worker. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

**\*License required per Connecticut General Statutes: F-1,2,3,4.**

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

**Definitions:**

1) "Site of the work" (29 Code of Federal Regulations (CFR) 5.2(l)(b) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;

(a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the "site of the work"; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to "the site of work" as defined in paragraph (e)(1) of this section;

(b) Not included in the "site of the work" are permanent home offices, branch plant establishments, fabrication plants, tool yards etc, of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)

2) "Engaged to wait" is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)

3) "Waiting to be engaged" is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)

4) "De Minimus" is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.

**Coverage of Truck Drivers on State or Political subdivision Prevailing Wage Projects**

**Truck drivers are covered for payroll purposes under the following conditions:**

- Truck Drivers for time spent working on the site of the work.
- Truck Drivers for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimus

- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical places where the building or work outlined in the contract will remain.

*For example: Truck drivers delivering asphalt are covered under prevailing wage while “engaged to wait” on the site and when directly involved in the paving operation, provided the total time is not “de minimus”*

**Truck Drivers are not covered in the following instances:**

- Material delivery truck drivers while off “the site of the work”
- Truck Drivers traveling between a prevailing wage job and a commercial supply facility while they are off the “site of the work”
- Truck drivers whose time spent on the “site of the work” is de minimus, such as under 15 minutes at a time, merely to drop off materials or supplies, including asphalt.

*These guidelines are similar to U.S. Labor Department policies. The application of these guidelines may be subject to review based on factual considerations on a case by case basis.*

**For example:**

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

*Any questions regarding the proper classification should be directed to:*

*Public Contract Compliance Unit  
Wage and Workplace Standards Division  
Connecticut Department of Labor  
200 Folly Brook Blvd, Wethersfield, CT 06109  
(860) 263-6543*

Connecticut Department of Labor  
Wage and Workplace Standards Division  
FOOTNOTES

Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

**Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons**  
(Building Construction) and  
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

**Elevator Constructors: Mechanics**

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

**Glaziers**

- a. Paid Holidays: Labor Day and Christmas Day.

**Power Equipment Operators**

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

**Ironworkers**

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

**Laborers (Tunnel Construction)**

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

**Roofers**

- a. Paid Holidays: July 4<sup>th</sup>, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

**Sprinkler Fitters**

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

**Truck Drivers**

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

## **SECTION 5.1 – LIVING WAGE ORDINANCE**

### **GENERAL INFORMATION**

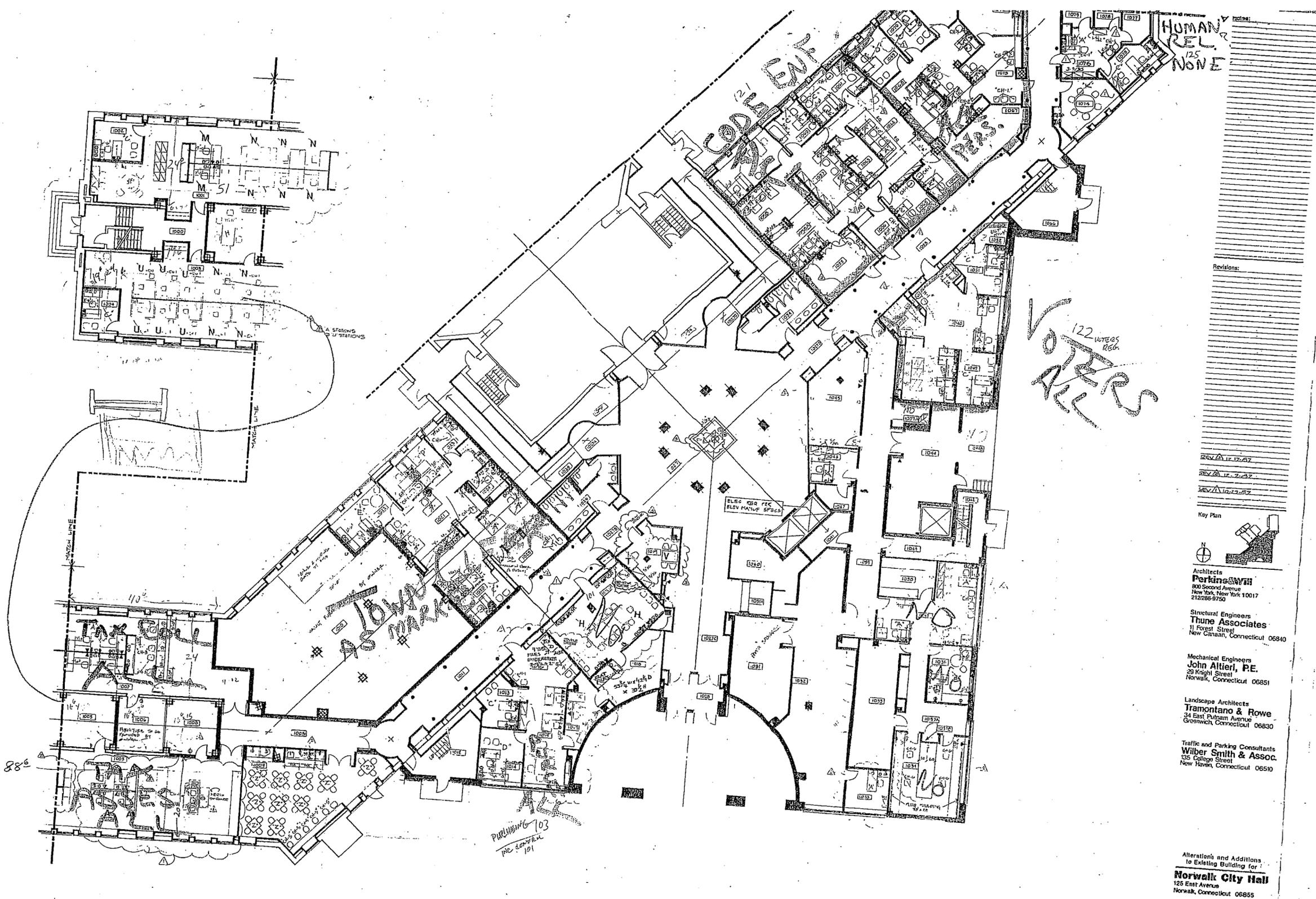
**Rev. 010609, Express Request Doc. #1019**

**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 050113 or later on file you may download a copy from the Terms and Conditions section of our website at <http://www.norwalkct.org>

Document number **1019**      <http://www.norwalkct.org/documentcenter/view/862>

## **EXHIBIT MATERIALS**

EXHIBIT – ONE: Drawings of the City Hall Facility	Six (6) pages
EXHIBIT – TWO: Copies of electricity billing statements	Thirty-six (36) pages



CITY HALL  
 125 EAST AVENUE  
 NORWALK, CONNECTICUT 06855  
 ARCHITECTS  
 PERKINS & WILH  
 800 SECOND AVENUE  
 NEW YORK, NEW YORK 10017  
 212 286-9750

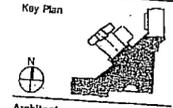
HUMAN REL  
125  
NONE

VOLUNTEERS  
122  
WTEAS  
REB.

Revisions:

- REV. 12.17.57
- REV. 12.2.57
- REV. 12.12.57

Key Plan



Architects  
**Perkins & Wilh**  
 800 Second Avenue  
 New York, New York 10017  
 212 286-9750

Structural Engineers  
**Thune Associates**  
 11 Forest Street  
 New Canaan, Connecticut 06840

Mechanical Engineers  
**John Altieri, P.E.**  
 23 Knight Street  
 Norwalk, Connecticut 06851

Landscape Architects  
**Tramontano & Rowe**  
 34 East Putnam Avenue  
 Greenwich, Connecticut 06830

Traffic and Parking Consultants  
**Wiber Smith & Assoc.**  
 135 College Street  
 New Haven, Connecticut 06510

Alterations and Additions  
 to Existing Building for  
**Norwalk City Hall**  
 125 East Avenue  
 Norwalk, Connecticut 06855

Drawing No. One  
**AR-3**

106 181  
 FIRST FLOOR -  
 PARKING PLAN  
 SOUTH WING  
 SW WING

PARKING 103  
 WE 101

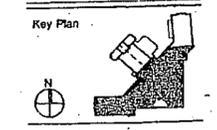


Notes:

BUDGETS  
235 +  
SYSTEMS  
ALL

Revisions:

REV A 12.17.87  
REV B 12.17.87  
REV C 12.23.87



Architects  
**Perkins & Will**  
600 Second Avenue  
New York, New York 10017  
212/286-9750

Structural-Engineers  
**Thune Associates**  
11 Forest Street  
New Canaan, Connecticut 06840

Mechanical Engineers  
**John Altieri, P.E.**  
29 Knight Street  
Norwalk, Connecticut 06851

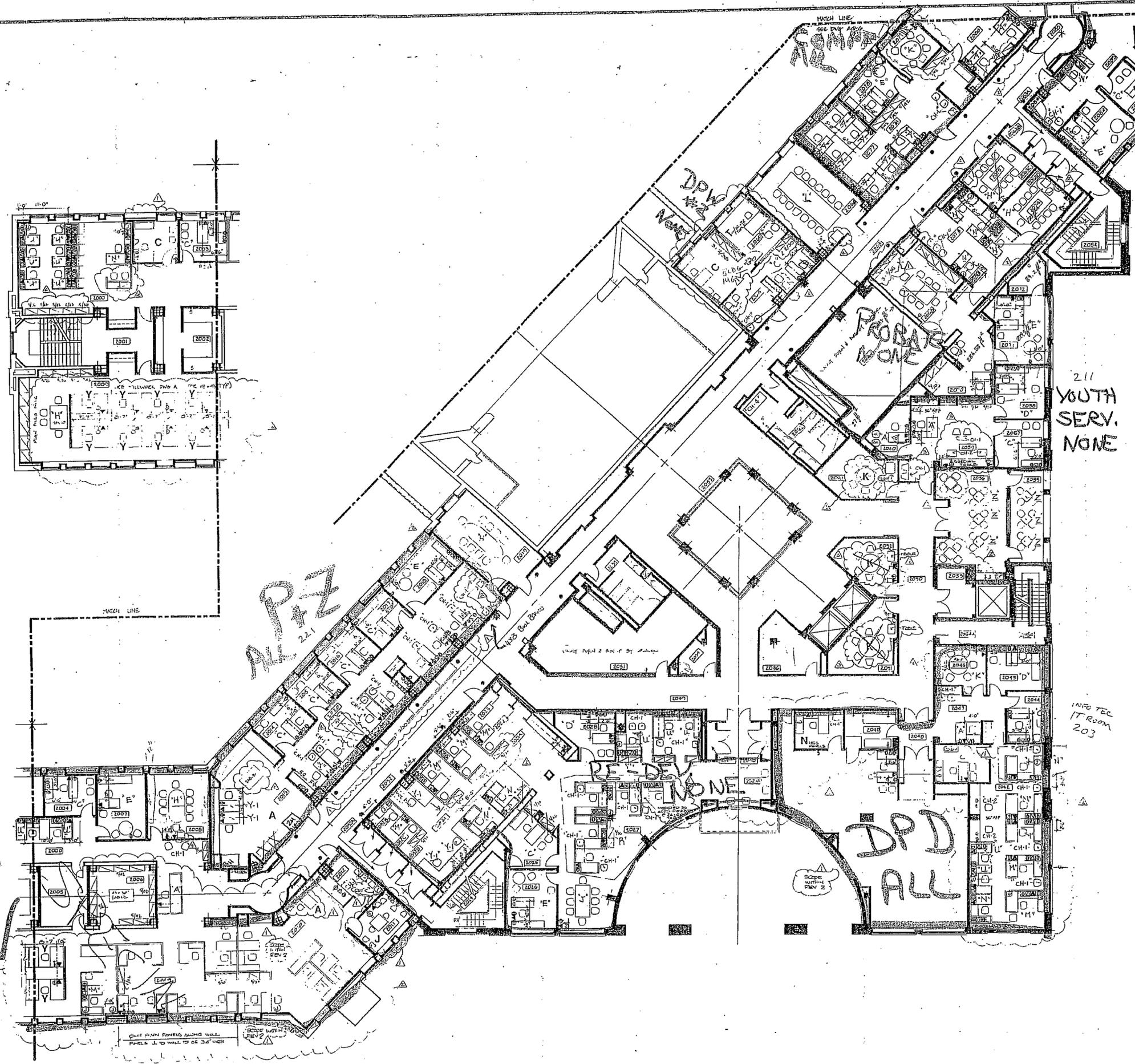
Landscape Architects  
**Tramontano & Rowe**  
34 East Putnam Avenue  
Greenwich, Connecticut 06830

Traffic and Parking Consultants  
**Wilber Smith & Assoc.**  
135 College Street  
New Haven, Connecticut 06510

Alterations and Additions  
to Existing Building for  
**Norwalk City Hall**  
125 East Avenue  
Norwalk, Connecticut 06855

Drawing No. 046  
**AR-5**

Project Title/Drawn by  
2200th Floor  
FURNITURE PLAN  
SOUTH WING  
SOUTHWEST WING  
12-12



D  
P  
W

RIZ  
2.1

211  
YOUTH  
SERV.  
NONE

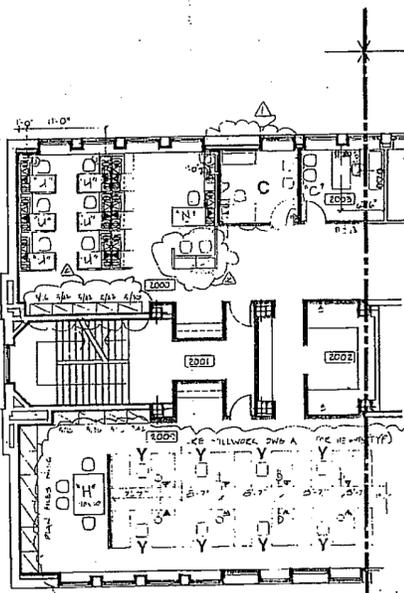
INFO TEL  
IT ROOM  
203

DPD  
ALL

REIDEN  
NONE

DPW  
NONE

ROBAR  
NONE



CHIT PLUMB FINISHED ALONG WALL.  
PANELS 1' TO WALL TO 6' 3/4\"/>







0015995



**Connecticut  
Light & Power**

A Northeast Utilities Company

CITY OF NORWALK

Statement date: Jul 19, 2012

Customer name key: NORW

Account number: 51256943036

Due Date Sep 17, 2012	Total Amount Due \$11,406.40
--------------------------	---------------------------------

**Contact Information**

Emergency: 1-800-286-2000 (anytime)  
Web Site: www.cl-p.com  
Email: CLPCustomerService@cl-p.com  
Customer Service: 1-800-286-2000  
860-947-2000 Hartford/Meriden  
(M-F 7-7 & Sat 10-3:30 pm)

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Or Pay by Phone 1-888-783-6618

**Electricity Supplier**

NOBLE AMERICAS ENERGY SOLUTION  
101 Ash St  
Suite 101 H009  
San Diego CA 32101  
1-877-259-7693

**Your account summary**

Previous balance on Jun 19	\$10,262.30
Payment Jul 9	-\$10,262.30
<b>Balance Forward</b>	<b>\$0.00</b>
<b>New Charges/Credits</b>	
Electricity Supply Services	\$0.00
Delivery Services	\$8,745.95
C&LM Loan monthly fee	\$2,660.45
<b>Total new charges</b>	<b>\$11,406.40</b>
<b>Total amount due</b>	<b>\$11,406.40</b>

Payment due upon receipt unless other arrangements have been made.

**Detail for Service at:**

125 EAST AVE , NORWALK CT 06851-5702

Service reference: 442532007

Billing cycle: 13

Your meter reading for meter # 036018581

For billing period: Jun 19 - Jul 19 (30 days)

Next read date on or about: Aug 20, 2012

Actual reading on Jul 19, 2012 on peak

14908

Actual reading on Jun 19, 2012 on peak

- 14828

Difference

= 80

Meter constant

x 720

Billed usage

= 57,600

Max On-Peak Demand: 446.40 kW

Max On-Peak Demand: 474.50 kVA

**INVOICE APPROVED  
FOR PAYMENT**

Date 8/13/12

Approv. [Signature]

(continued on next page)

Please make your check payable to CL&P. Consider adding \$1 for Operation Fuel. To add more, call 1-800-286-2000 or visit www.cl-p.com.



**Connecticut  
Light & Power**

A Northeast Utilities Company

Account Number

51256943036

Statement date

Jul 19, 2012

Total amount due

\$11,406.40

Amount Enclosed

Payment due upon receipt unless other arrangements have been made.

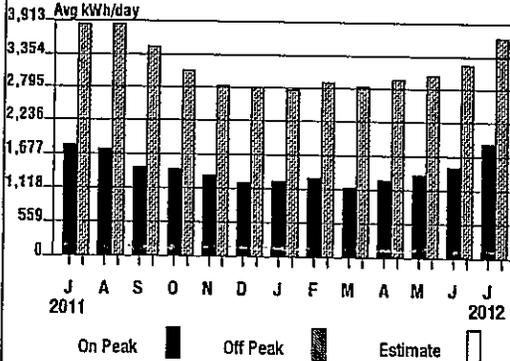
CITY OF NORWALK  
C/O GRUBB & ELLIS MANAG  
PO BOX 5125  
NORWALK CT 06856-5125

Connecticut Light & Power  
PO Box 150493  
Hartford, CT 06115-0493

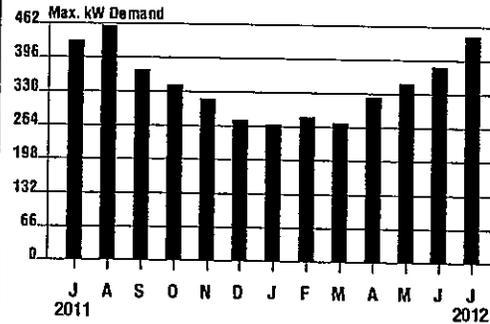
5125694303644 0011406406 0011406406

**Compare your electricity usage**  
Average usage in Jul 2011 (77 F) 5736 kWh  
Average usage in Jul 2012 (79 F) 5616 kWh

**Energy Profile**



**Demand Profile**



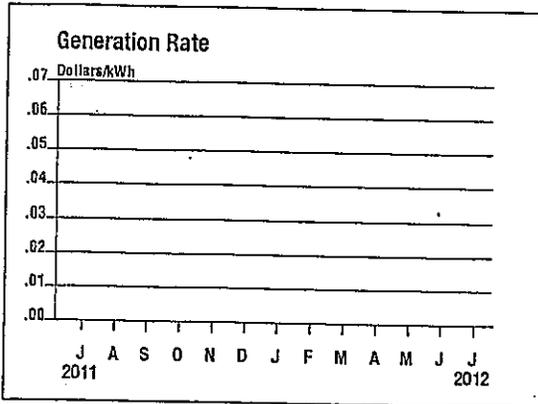
Actual reading on Jul 19, 2012 off peak 1464  
Actual reading on Jun 19, 2012 off peak - 1449  
Difference = 15  
Meter constant x 72 = 110,88  
Billed usage = 110,88  
Max Off-Peak Demand: 431.30 kW  
Max Off-Peak Demand: 457.20 kVA

**Allocated use for 11 days (Jun 19 to Jun 30)**

Service reference: 442532007 Billing cycle: 13  
CL&P Delivery Services Detail DISTRIBUTION RATE: 056

Prod/Trans Dmd Chrg	474.50KVA	x	\$4.990000	x	0.3667	\$868.1
Distr Cust Srvc Chrg	\$420.000000	x	0.3667			\$154.1
Distribution Dmd Chrg	487.40KVA	x	\$6.280000	x	0.3667	\$1,122.4
Prod/Trans CTA Dmd Chrg	474.50KVA	x	\$0.500000	x	0.3667	\$87.1
FMCC Delivery Chrg On-Pk	21121.90KWH	x	\$0.015880			\$335.4
FMCC Delivery Chrg Off-Pk	40659.60KWH	x	\$0.003530			\$143.1
Combined PBC - On-Pk*	21121.90KWH	x	\$0.005030			\$106.1
Combined PBC - Off-Pk*	40659.60KWH	x	\$0.005030			\$204.1
<b>Subtotal</b>						<b>\$3,021.4</b>

(continued on next page)

**C&LM Loan Information**

Initial Loan Amount	\$23,131.00
Amount paid to date	- \$28,491.97
Loan Balance	= \$5,360.97
Initial Loan Amount	\$61,079.60
Amount paid to date	- \$28,491.97
Loan Balance	= \$32,587.63

**Allocated use for 19 days (Jun 30 to Jul 19)**

CL&P Delivery Services Detail		DISTRIBUTION RATE: 056				
Prod/Trans Dmd Chrg	474.50KVA	x	\$6.480000	x	0.6333	\$1,947.25
Distr Cust Srvc Chrg	\$420.000000	x	0.6333			\$265.99
Distribution Dmd Chrg	487.40KVA	x	\$6.280000	x	0.6333	\$1,938.45
Prod/Trans CTA Dmd Chrg	474.50KVA	x	\$0.500000	x	0.6333	\$150.25
FMCC Delivery Chrg On-Pk	36478.10KWH	x	\$0.017010			\$620.49
FMCC Delivery Chrg Off-Pk	70220.40KWH	x	\$0.003780			\$265.43
Combined PBC - On-Pk*	36478.10KWH	x	\$0.005030			\$183.48
Combined PBC - Off-Pk*	70220.40KWH	x	\$0.005030			\$353.21
<b>Subtotal</b>						<b>\$5,724.55</b>

For billing period: Jun 13 - Jul 13 (30 days)

Service reference: 692623009

Billing cycle: 13

**C&LM FUND LOAN/CL&P**

Energy Efficiency Loan	\$1,696.66
------------------------	------------

For billing period: Jun 12 - Jul 12 (30 days)

Service reference: 697613000

Billing cycle: 13

Energy Efficiency Loan	\$963.79
------------------------	----------

<b>Total C&amp;LM Loan Charges</b>	<b>\$2,660.45</b>
------------------------------------	-------------------

**Service Account Messages**

Distribution Demand based on ratchet

Because the billing period spans a change in the rates, your usage has been calculated partly on the old rate and partly on the new rate.

**Explanation of your charges**

\*The Combined Public Benefits Charge represents a combination of three charges formerly known as: "Conservation and Load Mgmt Charge, Renewable Energy Investment Charge, and Systems Benefits Charge."

\*\*Effective January 1, 2007, the Generation Services Charge (GSC) and the Bypassable Federally Mandated Congestion Charge (BFMCC) have been combined into the "GSC Charge" listed in the Electricity Supply Detail section of your bill. The GSC reflects all of the cost of procuring energy from CL&P wholesale suppliers. The BFMCC portion of this line item is \$0.0015/kWh. If you multiply this BFMCC rate by the number of kWhs on your bill, you can calculate the dollar amount associated with the BFMCC.

**Account messages**

Max KW vs Max KVA Ratio = 446.4 / 474.5 = .940

Power Factor at Max KVA = 447.1 / 474.5 = .940

CITY OF NORWALK

Statement date: Aug 20, 2012  
Customer name key: NORW

Account number: 51256943036

0014453



**Connecticut  
Light & Power**

A Northeast Utilities Company

Due Date Oct 19, 2012	Total Amount Due \$22,696.67
--------------------------	---------------------------------

**Your account summary**

Previous balance on Jul 19	\$11,406.40
Balance Forward	\$11,406.40
New Charges/Credits	
Electricity Supply Services	\$0.00
Delivery Services	\$8,629.82
C&LM Loan monthly fee	\$2,660.45
Total new charges	\$11,290.27
<b>Total amount due</b>	<b>\$22,696.67</b>

Payment due upon receipt unless other arrangements have been made.

Your account is overdue. If payment has been made, thank you and please disregard this notice.

**Detail for Service at:**

125 EAST AVE , NORWALK CT 06851-5702

Service reference: 442532007

Billing cycle: 13

Your meter reading for meter # 036018581

For billing period: Jul 19 - Aug 20 (32 days)

Next read date on or about: Sep 19, 2012

Actual reading on Aug 20, 2012 on peak

14983

Actual reading on Jul 19, 2012 on peak

- 14908

Difference

= 75

Meter constant

x 720

Billed usage

= 54,000

Max On-Peak Demand: 411.80 kW

Max On-Peak Demand: 437.00 kVA

**INVOICE APPROVED  
FOR PAYMENT**

Date \_\_\_\_\_

Approved by \_\_\_\_\_

(continued on next page)

*AKC*

Please make your check payable to CL&P. Consider adding \$1 for Operation Fuel. To add more, call 1-800-286-2000 or visit [www.cl-p.com](http://www.cl-p.com).



**Connecticut  
Light & Power**

A Northeast Utilities Company

Account Number  
51256943036

Statement date  
Aug 20, 2012

Total amount due  
\$22,696.67

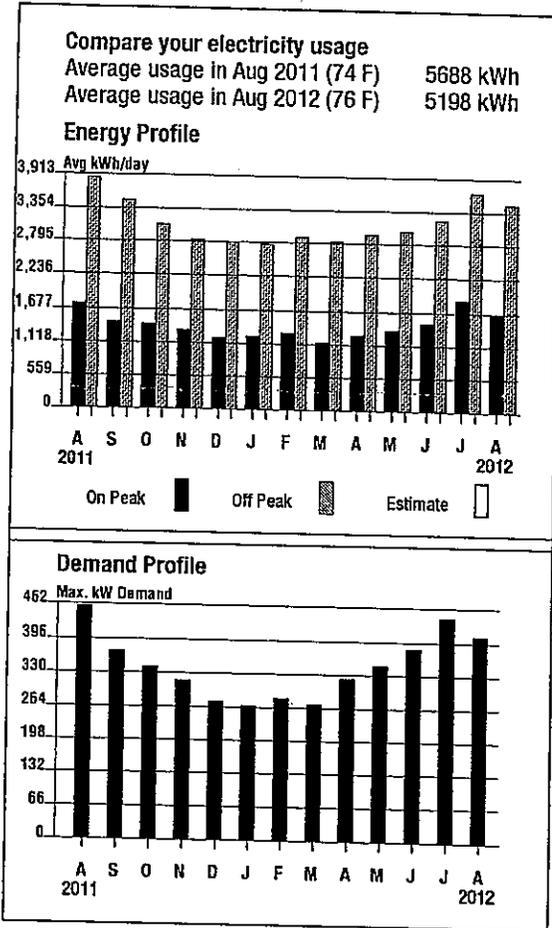
Amount Enclosed

Payment due upon receipt unless other arrangements have been made.

CITY OF NORWALK  
C/O GRUBB & ELLIS MANAG  
PO BOX 5125  
NORWALK CT 06856-5125

Connecticut Light & Power  
PO Box 150493  
Hartford, CT 06115-0493

5125694303644 0022696678 0011290272



Actual reading on Aug 20, 2012 off peak 14804  
 Actual reading on Jul 19, 2012 off peak - 14648  
 Difference = 156  
 Meter constant x 720 = 112,320  
 Billed usage = 112,320  
 Max Off-Peak Demand: 398.20 kW  
 Max Off-Peak Demand: 419.80 kVA

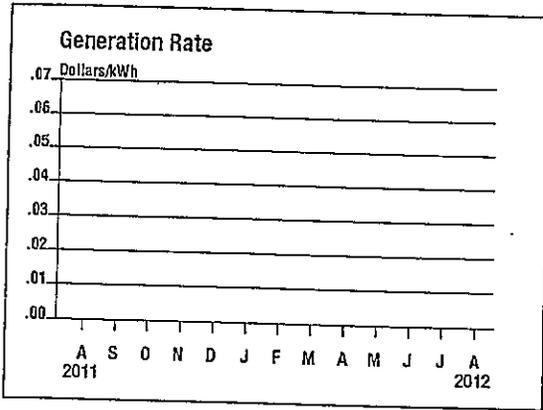
Service reference: 442532007  
 CL&P Delivery Services Detail

		Billing cycle: 13	
		DISTRIBUTION RATE: 056	
Prod/Trans Dmd Chrg	437.00KVA	x \$6.480000	\$2,831.70
Distr Cust Srvc Chrg			\$420.00
Distribution Dmd Chrg	474.50KVA	x \$6.280000	\$2,979.80
Prod/Trans CTA Dmd Chrg	437.00KVA	x \$0.500000	\$218.50
FMCC Delivery Chrg On-Pk	54000.00KWH	x \$0.017010	\$918.54
FMCC Delivery Chrg Off-Pk	112320.00KWH	x \$0.003780	\$424.57
Combined PBC - On-Pk*	54000.00KWH	x \$0.005030	\$271.62
Combined PBC - Off-Pk*	112320.00KWH	x \$0.005030	\$564.97
<b>Subtotal</b>			<b>\$8,629.80</b>

For billing period: Jul 13 - Aug 14 (32 days)  
 Service reference: 692623009  
 Billing cycle: 13  
 C&LM FUND LOAN/CL&P  
 Energy Efficiency Loan \$1,696.66

For billing period: Jul 12 - Aug 13 (32 days)  
 Service reference: 697613000  
 Billing cycle: 13  
 Energy Efficiency Loan \$963.79

(continued on next page)



**C&LM Loan Information**

Initial Loan Amount	\$23,131.00
Amount paid to date	- \$28,491.97
Loan Balance	= \$5,360.97
Initial Loan Amount	\$61,079.60
Amount paid to date	- \$28,491.97
Loan Balance	= \$32,587.63

Total C&LM Loan Charges

\$2,660.45

**Service Account Messages**

Distribution Demand based on ratchet

**Explanation of your charges**

\*The Combined Public Benefits Charge represents a combination of three charges formerly known as: "Conservation and Load Mgmt Charge, Renewable Energy Investment Charge, and Systems Benefits Charge."

\*\*Effective January 1, 2007, the Generation Services Charge (GSC) and the Bypassable Federally Mandated Congestion Charge (BFMCC) have been combined into the "GSC Charge" listed in the Electricity Supply Detail section of your bill. The GSC reflects all of the cost of procuring energy from CL&P wholesale suppliers. The BFMCC portion of this line item is \$0.0015/kWh. If you multiply this BFMCC rate by the number of kWhs on your bill, you can calculate the dollar amount associated with the BFMCC.

**Account messages**

Max KW vs Max KVA Ratio = 411.8 / 437.0 = .940  
 Power Factor at Max KVA = 411.8 / 437.0 = .940

Scan this with your smartphone! It will simplify your life.  
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CITY OF NORWALK

Statement date: Sep 21, 2012

Customer name key: NORW

Account number: 51256943036



**Connecticut Light & Power**

A Northeast Utilities Company

<b>Due Date</b> Nov 20, 2012	<b>Total Amount Due</b> \$11,307.81
---------------------------------	--

**Your account summary**

Previous balance on Aug 20	\$22,696.67
Payment Aug 22	-\$11,406.40
Payment Sep 11	-\$11,290.27
<b>Balance Forward</b>	<b>\$0.00</b>
<b>New Charges/Credits</b>	
Electricity Supply Services	\$0.00
Delivery Services	\$8,647.36
C&LM Loan monthly fee	\$2,660.45
<b>Total new charges</b>	<b>\$11,307.81</b>
<b>Total amount due</b>	<b>\$11,307.81</b>

Payment due upon receipt unless other arrangements have been made.

**Detail for Service at:**

125 EAST AVE , NORWALK CT 06851-5702

Service reference: 442532007

Billing cycle: 13

Your meter reading for meter # 036018581

For billing period: Aug 20 - Sep 19 (30 days)

Next read date on or about: Oct 18, 2012

Actual reading on Sep 19, 2012 on peak

15056

Actual reading on Aug 20, 2012 on peak

- 14983

Difference

= 73

Meter constant

x 720

Billed usage

= 52,560

Max On-Peak Demand: 428.40 kW

Max On-Peak Demand: 458.60 kVA

**Contact Information**

Emergency: 1-800-286-2000 (anytime)

Web Site: www.cl-p.com

Email: CLPCustomerService@cl-p.com

Customer Service: 1-800-286-2000

860-947-2000 Hartford/Meriden

(M-F 7-7 & Sat 10-3:30 pm)

**Simplify your life**

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Or Pay by Phone 1-888-783-6618

**Electricity Supplier**

NOBLE AMERICAS ENERGY SOLUTION

101 Ash St

Suite 101 HQ09

San Diego CA 32101

1-877-259-7693

**INVOICE APPROVED FOR PAYMENT**

Date 9/27/12

Approved by [Signature]

(continued on next page)

Please make your check payable to CL&P. Consider adding \$1 for Operation Fuel. To add more, call 1-800-286-2000 or visit www.cl-p.com.



**Connecticut Light & Power**

A Northeast Utilities Company

Account Number  
51256943036

Statement date  
Sep 21, 2012

Total amount due  
\$11,307.81

Amount Enclosed
-----------------

Payment due upon receipt unless other arrangements have been made.

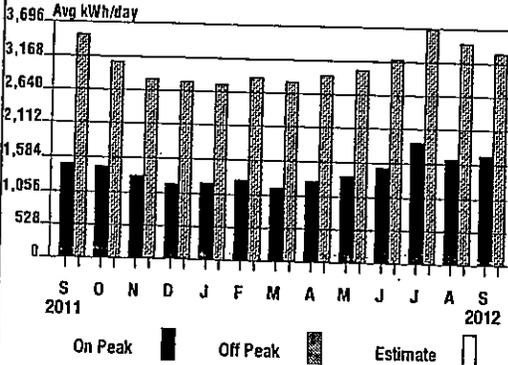
CITY OF NORWALK  
C/O GRUBB & ELLIS MANAG  
PO BOX 5125  
NORWALK CT 06856-5125

Connecticut Light & Power  
PO Box 150493  
Hartford, CT 06115-0493

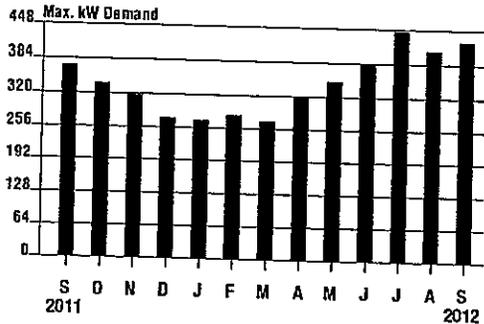
5125694303644 0011307811 0011307811

**Compare your electricity usage**  
Average usage in Sep 2011 (70 F) 5040 kWh  
Average usage in Sep 2012 (69 F) 5112 kWh

**Energy Profile**



**Demand Profile**

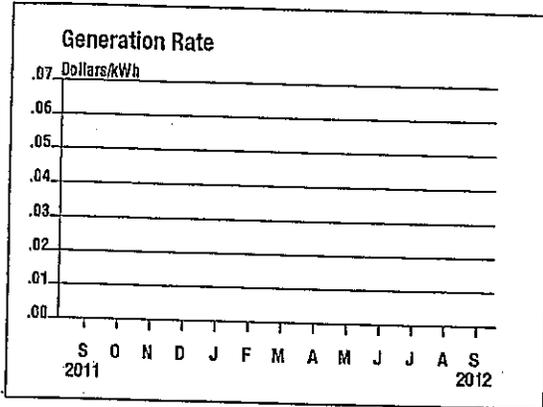


Actual reading on Sep 19, 2012 off peak 1494.  
Actual reading on Aug 20, 2012 off peak - 1480.  
Difference = 14  
Meter constant x 720 = 100,800  
Billed usage = 100,800  
Max Off-Peak Demand: 379.40 kW  
Max Off-Peak Demand: 403.90 kVA

Service reference: 442532007	Billing cycle: 13	
CL&P Delivery Services Detail	DISTRIBUTION RATE: 056	
Prod/Trans Dmd Chrg	458.60KVA x \$6.480000	\$2,971.7
Distr Cust Srvc Chrg		\$420.0
Distribution Dmd Chrg	474.50KVA x \$6.280000	\$2,979.8
Prod/Trans CTA Dmd Chrg	458.60KVA x \$0.500000	\$229.3
FMCC Delivery Chrg On-Pk	52560.00KWH x \$0.017010	\$894.0
FMCC Delivery Chrg Off-Pk	100800.00KWH x \$0.003780	\$381.0
Combined PBC - On-Pk*	52560.00KWH x \$0.005030	\$264.3
Combined PBC - Off-Pk*	100800.00KWH x \$0.005030	\$507.0
<b>Subtotal</b>		<b>\$8,647.36</b>

For billing period: Aug 14 - Sep 13 (30 days)	Billing cycle: 13	
Service reference: 692623009		
C&LM FUND LOAN/CL&P		
Energy Efficiency Loan		\$1,696.66
For billing period: Aug 13 - Sep 12 (30 days)	Billing cycle: 13	
Service reference: 697613000		
Energy Efficiency Loan		\$963.79

(continued on next page)

**C&LM Loan Information**

Initial Loan Amount	\$23,131.00
Amount paid to date	- \$33,812.87
Loan Balance	= \$10,681.87
Initial Loan Amount	\$61,079.60
Amount paid to date	- \$33,812.87
Loan Balance	= \$27,266.73

Total C&amp;LM Loan Charges

\$2,660.45

**Service Account Messages**

Distribution Demand based on ratchet

**Explanation of your charges**

\*The Combined Public Benefits Charge represents a combination of three charges formerly known as: "Conservation and Load Mgmt Charge, Renewable Energy Investment Charge, and Systems Benefits Charge."

\*\*Effective January 1, 2007, the Generation Services Charge (GSC) and the Bypassable Federally Mandated Congestion Charge (BFMCC) have been combined into the "GSC Charge" listed in the Electricity Supply Detail section of your bill. The GSC reflects all of the cost of procuring energy from CL&P wholesale suppliers. The BFMCC portion of this line item is \$0.0015/kWh. If you multiply this BFMCC rate by the number of kWhs on your bill, you can calculate the dollar amount associated with the BFMCC.

**Account messages**

Max KW vs Max KVA Ratio =  $428.4 / 458.6 = .930$   
 Power Factor at Max KVA =  $428.4 / 458.6 = .930$

Scan this with your smartphone! It will simplify your life.  
 Go to your app store to get a list of barcode reader apps for your mobile device.



CITY OF NORWALK

Statement date: Oct 18, 2012

Customer name key: NORW

Account number: 51256943036

0016232


**Connecticut  
Light & Power**

A Northeast Utilities Company

**Contact Information**

Emergency: 1-800-286-2000 (anytime)  
 Web Site: www.cl-p.com  
 Email: CLPCustomerService@cl-p.com  
 Customer Service: 1-800-286-2000  
 860-947-2000 Hartford/Meriden  
 (M-F 7-7 & Sat 10-3:30 pm)

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 Or Pay by Phone 1-888-783-6618

**Electricity Supplier**

NOBLE AMERICAS ENERGY SOLUTION  
 101 Ash St  
 Suite 101 HQ09  
 San Diego CA 32101  
 1-877-259-7693

Due Date Dec 17, 2012	Total Amount Due \$10,033.61
--------------------------	---------------------------------

**Your account summary** **INVOICE APPROVED**

Amount due on Sep 21	<b>FOR PAYMENT</b>	\$11,307.81
Payment Oct 12	Date <u>10/31/12</u>	-\$11,307.81
Balance Forward	Approved by <u>[Signature]</u>	\$0.00
New Charges/Credits		
Electricity Supply Services		\$0.00
Delivery Services		\$7,373.16
C&LM Loan monthly fee		\$2,660.45
Total new charges		\$10,033.61
<b>Total amount due</b>		<b>\$10,033.61</b>

Payment due upon receipt unless other arrangements have been made.

**Detail for Service at:**

125 EAST AVE , NORWALK CT 06851-5702

Service reference: 442532007

Billing cycle: 13

**Your meter reading for meter # 036018581**

For billing period: Sep 19 - Oct 18 (29 days) Next read date on or about: Nov 16, 2012

Actual reading on Oct 18, 2012 on peak 15111  
 Actual reading on Sep 19, 2012 on peak - 15056

Difference = 55  
 Meter constant x 720

Billed usage = 39,600

Max On-Peak Demand: 317.50 kW  
 Max On-Peak Demand: 340.60 kVA

(continued on next page)

Please make your check payable to CL&amp;P. Consider adding \$1 for Operation Fuel. To add more, call 1-800-286-2000 or visit www.cl-p.com.


**Connecticut  
Light & Power**

A Northeast Utilities Company

Account Number  
51256943036

Statement date  
Oct 18, 2012

Total amount due  
\$10,033.61

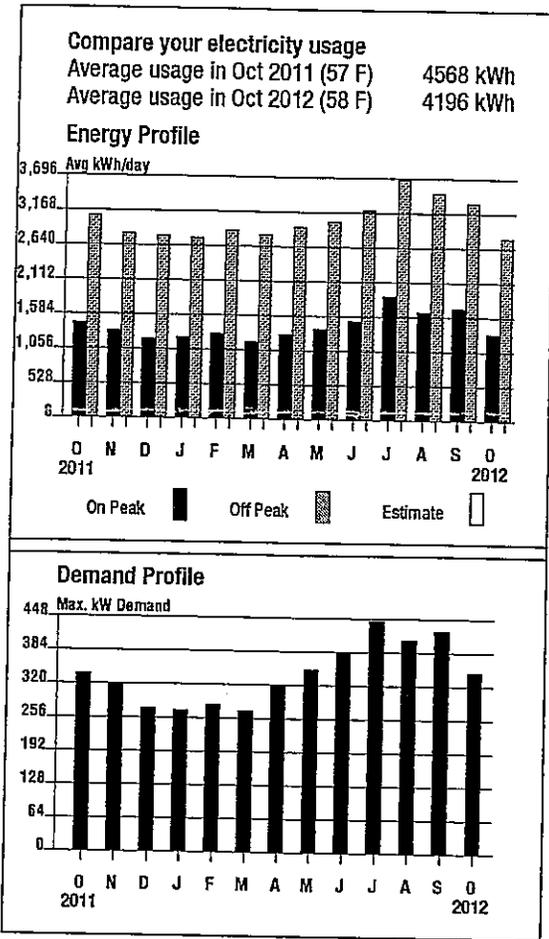
Amount Enclosed
-----------------

Payment due upon receipt unless other arrangements  
 have been made.

CITY OF NORWALK  
 C/O GRUBB & ELLIS MANAG  
 PO BOX 5125  
 NORWALK CT 06856-5125

Connecticut Light & Power  
 PO Box 150493  
 Hartford, CT 06115-0493

5125694303644 0010033614 0010033614



Actual reading on Oct 18, 2012 off peak 15058  
 Actual reading on Sep 19, 2012 off peak - 14944  
 Difference = 114  
 Meter constant x 720 = 82,080

Billed usage = 82,080

Max Off-Peak Demand: 349.90 kW  
 Max Off-Peak Demand: 374.40 kVA

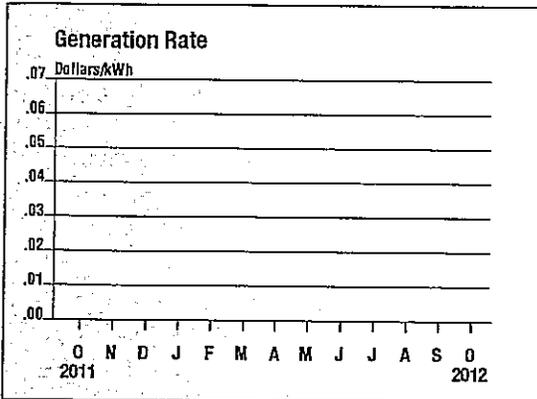
Service reference: 442532007 Billing cycle: 13  
 CL&P Delivery Services Detail DISTRIBUTION RATE: 056

Prod/Trans Dmd Chrg	340.60KVA	x	\$6.480000	\$2,207.09
Distr Cust Srvc Chrg				\$420.00
Distribution Dmd Chrg	474.50KVA	x	\$6.280000	\$2,979.86
Prod/Trans CTA Dmd Chrg	340.60KVA	x	\$0.500000	\$170.30
FMCC Delivery Chrg On-Pk	39600.00KWH	x	\$0.017010	\$673.60
FMCC Delivery Chrg Off-Pk	82080.00KWH	x	\$0.003780	\$310.26
Combined PBC - On-Pk*	39600.00KWH	x	\$0.005030	\$199.19
Combined PBC - Off-Pk*	82080.00KWH	x	\$0.005030	\$412.86
<b>Subtotal</b>				<b>\$7,373.16</b>

For billing period: Sep 13 - Oct 12 (29 days)  
 Service reference: 692623009 Billing cycle: 13  
 C&LM FUND LOAN/CL&P  
 Energy Efficiency Loan \$1,696.66

For billing period: Sep 12 - Oct 11 (29 days)  
 Service reference: 697613000 Billing cycle: 13  
 Energy Efficiency Loan \$963.79

(continued on next page)



Total C&LM Loan Charges \$2,660.45

**Service Account Messages**  
 Distribution Demand based on ratchet

**Explanation of your charges**

\*The Combined Public Benefits Charge represents a combination of three charges formerly known as: "Conservation and Load Mgmt Charge, Renewable Energy Investment Charge, and Systems Benefits Charge."

\*\*Effective January 1, 2007, the Generation Services Charge (GSC) and the Bypassable Federally Mandated Congestion Charge (BFMCC) have been combined into the "GSC Charge" listed in the Electricity Supply Detail section of your bill. The GSC reflects all of the cost of procuring energy from CL&P wholesale suppliers. The BFMCC portion of this line item is \$0.0015/kWh. If you multiply this BFMCC rate by the number of kWhs on your bill, you can calculate the dollar amount associated with the BFMCC.

**C&LM Loan Information**

Initial Loan Amount	\$23,131.00
Amount paid to date	- \$36,473.32
Loan Balance	= \$13,342.32
Initial Loan Amount	\$61,079.60
Amount paid to date	- \$36,473.32
Loan Balance	= \$24,606.28

**Account messages**

Max KW vs Max KVA Ratio = 317.5 / 340.6 = .930  
 Power Factor at Max KVA = 317.5 / 340.6 = .930

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CITY OF NORWALK

Statement date: Nov 16, 2012  
 Customer name key: NORW

Due Date Jan 15, 2013	Total Amount Due \$9,994.01
--------------------------	--------------------------------

Account number: 51256943036

0016372



**Connecticut  
 Light & Power**

A Northeast Utilities Company

**Contact Information**

Emergency: 1-800-286-2000 (anytime)  
 Web Site: www.cl-p.com  
 Email: CLPCustomerService@cl-p.com  
 Customer Service: 1-800-286-2000  
 860-947-2000 Hartford/Meriden  
 (M-F 7-7 & Sat 10-3:30 pm)

**Simplify your life**

Use eBill and ePay at www.cl-p.com  
 Or Pay by Phone 1-888-783-6618

**Electricity Supplier**

NOBLE AMERICAS ENERGY SOLUTION  
 101 Ash St  
 Suite 101 HQ09  
 San Diego CA 92101  
 1-877-259-7693

**INVOICE APPROVED  
 FOR PAYMENT**

**Your account summary**

Amount due on Oct 18		\$10,033.61
Payment Nov 14	Date <u>12/06/12</u>	-\$10,033.61
Balance Forward	Approved by <u>[Signature]</u>	\$0.00
New Charges/Credits		
Electricity Supply Services		\$0.00
Delivery Services		\$7,333.56
C&LM Loan monthly fee		\$2,660.45
Total new charges		\$9,994.01
<b>Total amount due</b>		<b>\$9,994.01</b>

Payment due upon receipt unless other arrangements have been made.

**Detail for Service at:**

125 EAST AVE , NORWALK CT 06851-5702

Service reference: 442532007

Billing cycle: 13

**Your meter reading for meter # 036018581**

For billing period: Oct 18 - Nov 16 (29 days)	Next read date on or about: Dec 18, 2012
Actual reading on Nov 16, 2012 on peak	15158
Actual reading on Oct 18, 2012 on peak	- 15111
Difference	= 47
Meter constant	x 720
Billed usage	= 33,840
Max On-Peak Demand: 341.30 kW	
Max On-Peak Demand: 362.20 KVA	

(continued on next page)

Please make your check payable to CL&P. Consider adding \$1 for Operation Fuel. To add more, call 1-800-286-2000 or visit www.cl-p.com.



**Connecticut  
 Light & Power**

A Northeast Utilities Company

Account Number  
 51256943036

Statement date  
 Nov 16, 2012

Total amount due  
 \$9,994.01

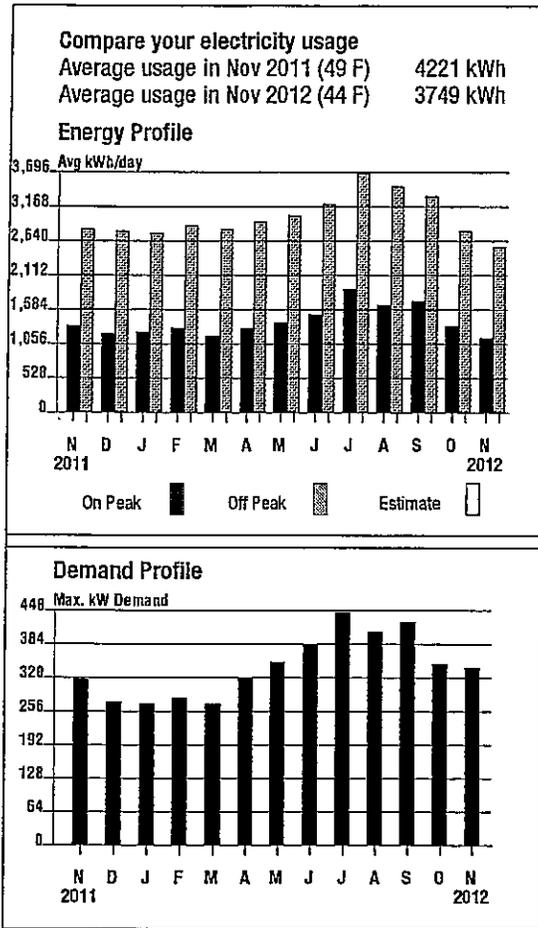
Amount Enclosed
-----------------

Payment due upon receipt unless other arrangements  
 have been made.

CITY OF NORWALK  
 C/O GRUBB & ELLIS MANAG  
 PO BOX 5125  
 NORWALK CT 06856-5125

Connecticut Light & Power  
 PO Box 150493  
 Hartford, CT 06115-0493

5125694303644 0009994012 0009994012



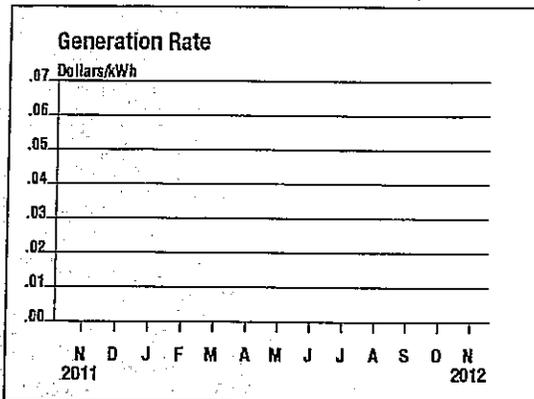
Actual reading on Nov 16, 2012 off peak	15162
Actual reading on Oct 18, 2012 off peak	- 15058
Difference	= 104
Meter constant	x 720
Billed usage	= 74,880

Max Off-Peak Demand: 319.00 kW  
 Max Off-Peak Demand: 337.70 kVA

Service reference: 442532007	Billing cycle: 13	
<b>CL&amp;P Delivery Services Detail</b>	<b>DISTRIBUTION RATE: 056</b>	
Prod/Trans Dmd Chrg	362.20KVA x \$6.480000	\$2,347.06
Distr Cust Srvc Chrg		\$420.00
Distribution Dmd Chrg	474.50KVA x \$6.280000	\$2,979.86
Prod/Trans CTA Dmd Chrg	362.20KVA x \$0.500000	\$181.10
FMCC Delivery Chrg On-Pk	33840.00KWH x \$0.017010	\$575.62
FMCC Delivery Chrg Off-Pk	74880.00KWH x \$0.003780	\$283.05
Combined PBC - On-Pk*	33840.00KWH x \$0.005030	\$170.22
Combined PBC - Off-Pk*	74880.00KWH x \$0.005030	\$376.65
<b>Subtotal</b>		<b>\$7,333.56</b>

For billing period: Oct 12 - Nov 9 (28 days)	
Service reference: 692623009	Billing cycle: 13
<b>C&amp;LM FUND LOAN/CL&amp;P</b>	
Energy Efficiency Loan	\$1,696.66
For billing period: Oct 11 - Nov 8 (28 days)	
Service reference: 697613000	Billing cycle: 13
Energy Efficiency Loan	\$963.79

(continued on next page)

**C&LM Loan Information**

Initial Loan Amount	\$61,079.60
Amount paid to date	- \$16,966.60
Loan Balance	= \$44,113.00

Total C&amp;LM Loan Charges

\$2,660.45

**Service Account Messages**

Distribution Demand based on ratchet

**Explanation of your charges**

\*The Combined Public Benefits Charge represents a combination of three charges formerly known as: "Conservation and Load Mgmt Charge, Renewable Energy Investment Charge, and Systems Benefits Charge."

\*\*Effective January 1, 2007, the Generation Services Charge (GSC) and the Bypassable Federally Mandated Congestion Charge (BFMCC) have been combined into the "GSC Charge" listed in the Electricity Supply Detail section of your bill. The GSC reflects all of the cost of procuring energy from CL&P wholesale suppliers. The BFMCC portion of this line item is \$0.0015/kWh. If you multiply this BFMCC rate by the number of kWhs on your bill, you can calculate the dollar amount associated with the BFMCC.

**Account messages**Max KW vs Max KVA Ratio =  $341.3 / 362.2 = .940$ Power Factor at Max KVA =  $341.3 / 362.2 = .940$ 

\*\*\*Final billing for above service\*\*\*

Due to the devastating impact from Hurricane Sandy, we may not have received usage information from your meter. In these cases, we estimate charges based on previous usage, and as soon as we are able to read the meter, we will adjust the account so that it accurately reflects the electricity used. If you have any questions, please call us at 1-800-286-2000. Please know that during this very difficult time, our thoughts are with everyone throughout the state working to recover from the storm.

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Go to your app store to get a list of barcode reader apps for your mobile device.



CITY OF NORWALK

Statement date: Dec 18, 2012  
Customer name key: NORW

Account number: 51256943036

Due Date Feb 16, 2013	Total Amount Due \$18,485.36
--------------------------	---------------------------------

0018230



**Connecticut  
Light & Power**

A Northeast Utilities Company

**Contact Information**

Emergency: 1-800-286-2000 (anytime)  
Web Site: www.cl-p.com  
Email: CLPCustomerService@cl-p.com  
Customer Service: 1-800-286-2000  
860-947-2000 Hartford/Meriden  
(M-F 7-7 & Sat 10-3:30 pm)

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Or Pay by Phone 1-888-783-6618

**Electricity Supplier**

NOBLE AMERICAS ENERGY SOLUTION  
101 Ash St  
Suite 101 HQ09  
San Diego CA 32101  
1-877-259-7693

**Your account summary**

Amount due on Nov 16	\$9,994.01
Balance Forward	\$9,994.01
New Charges/Credits	
Electricity Supply Services	\$0.00
Delivery Services	\$6,794.69
C&LM Loan monthly fee	\$1,696.66
Total new charges	\$8,491.35
<b>Total amount due</b>	<b>\$18,485.36</b>

Payment due upon receipt unless other arrangements have been made.

Your account is overdue. If payment has been made, thank you and please disregard this notice.

**Detail for Service at:**

125 EAST AVE , NORWALK CT 06851-5702

Service reference: 442532007

Billing cycle: 13

Your meter reading for meter # 036018581

For billing period: Nov 16 - Dec 18 (32 days)

Next read date on or about: Jan 18, 2013

Actual reading on Dec 18, 2012 on peak

15209

Actual reading on Nov 16, 2012 on peak

- 15158

Difference

= 51

Meter constant

x 720

Billed usage

= 36,720

Max On-Peak Demand: 249.10 kW

Max On-Peak Demand: 265.00 kVA

INVOICE APPROVED  
FOR PAYMENT

Date 12/28/12

Approved by MJB

Dec  
2011-10/12 = 129600 kWh  
2012-2013 = 120240 kWh  
Dec  
- 9,360

(continued on next page)

Please make your check payable to CL&P. Consider adding \$1 for Operation Fuel. To add more, call 1-800-286-2000 or visit www.cl-p.com.



**Connecticut  
Light & Power**

A Northeast Utilities Company

Account Number

51256943036

Statement date

Dec 18, 2012

Total amount due

\$18,485.36

Amount Enclosed

Payment due upon receipt unless other arrangements  
have been made.

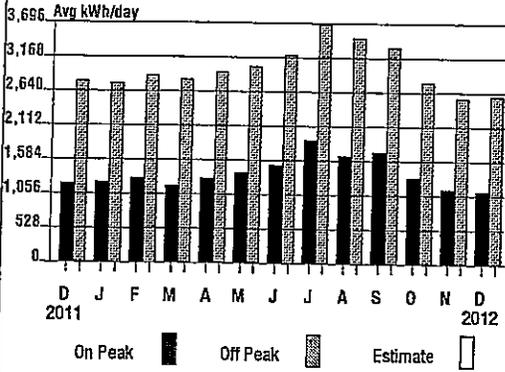
CITY OF NORWALK  
C/O GRUBB & ELLIS MANAG  
PO BOX 5125  
NORWALK CT 06856-5125

Connecticut Light & Power  
PO Box 150493  
Hartford, CT 06115-0493

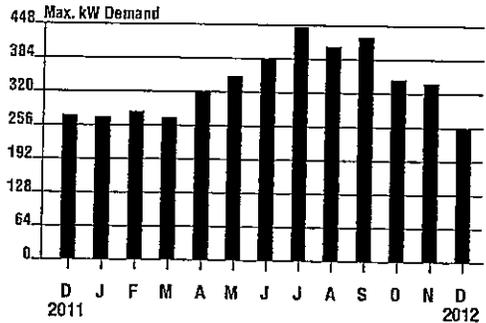
5125694303644 0018485365 0008491350

**Compare your electricity usage**  
 Average usage in Dec 2011 (41 F) 4050 kWh  
 Average usage in Dec 2012 (41 F) 3758 kWh

**Energy Profile**



**Demand Profile**



Actual reading on Dec 18, 2012 off peak 15278  
 Actual reading on Nov 16, 2012 off peak - 15162  
 Difference = 116  
 Meter constant x 720  
 Billed usage = 83,520  
 Max Off-Peak Demand: 257.00 kW  
 Max Off-Peak Demand: 270.70 kVA

Service reference: 442532007	Billing cycle: 13	
<b>CL&amp;P Delivery Services Detail</b>	<b>DISTRIBUTION RATE: 056</b>	
Prod/Trans Dmd Chrg 265.00KVA	x \$6.480000	\$1,717.20
Distr Cust Srvc Chrg		\$420.00
Distribution Dmd Chrg 474.50KVA	x \$6.280000	\$2,979.80
Prod/Trans CTA Dmd Chrg 265.00KVA	x \$0.500000	\$132.50
FMCC Delivery Chrg On-Pk 36720.00KWH	x \$0.017010	\$624.61
FMCC Delivery Chrg Off-Pk 83520.00KWH	x \$0.003780	\$315.71
Combined PBC - On-Pk* 36720.00KWH	x \$0.005030	\$184.70
Combined PBC - Off-Pk* 83520.00KWH	x \$0.005030	\$420.11

Subtotal \$6,794.69

For billing period: Nov 9 - Dec 12 (33 days)

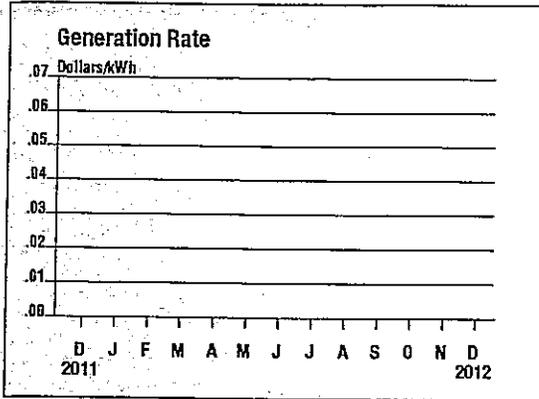
Service reference: 692623009 Billing cycle: 13

<b>C&amp;LM FUND LOAN/CL&amp;P</b>	
Energy Efficiency Loan	\$1,696.66
Total C&LM Loan Charges	\$1,696.66

**Service Account Messages**

Distribution Demand based on ratchet

(continued on next page)

**C&LM Loan Information**

Initial Loan Amount	\$61,079.60
Amount paid to date	- \$16,966.60
Loan Balance	= \$44,113.00

**Explanation of your charges**

\*The Combined Public Benefits Charge represents a combination of three charges formerly known as: "Conservation and Load Mgmt Charge, Renewable Energy Investment Charge, and Systems Benefits Charge."

\*\*Effective January 1, 2007, the Generation Services Charge (GSC) and the Bypassable Federally Mandated Congestion Charge (BFMCC) have been combined into the "GSC Charge" listed in the Electricity Supply Detail section of your bill. The GSC reflects all of the cost of procuring energy from CL&P wholesale suppliers. The BFMCC portion of this line item is \$0.0015/kWh. If you multiply this BFMCC rate by the number of kWhs on your bill, you can calculate the dollar amount associated with the BFMCC.

**Account messages**

Max KW vs Max KVA Ratio =  $249.1 / 265.0 = .940$   
Power Factor at Max KVA =  $242.6 / 265.0 = .920$

Due to the devastating impact from Hurricane Sandy, we may not have received usage information from your meter. In these cases, we estimate charges based on previous usage, and as soon as we are able to read the meter, we will adjust the account so that it accurately reflects the electricity used. If you have any questions, please call us at 1-800-286-2000. Please know that during this very difficult time, our thoughts are with everyone throughout the state working to recover from the storm.

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CITY OF NORWALK

Statement date: Jan 18, 2013  
Customer name key: NORW

Due Date Mar 19, 2013	Total Amount Due \$8,581.89
--------------------------	--------------------------------

Account number: 51256943036

**INVOICE APPROVED  
FOR PAYMENT**

**Your account summary**

Amount due on Dec 18	Date <u>1/25/13</u>	\$18,485.36
Payment Dec 19		-\$9,994.01
Payment Jan 9	Approved by <u>MB</u>	-\$8,491.35
Balance Forward		\$0.00
New Charges/Credits		
Electricity Supply Services		\$0.00
Delivery Services		\$6,885.23
C&LM Loan monthly fee		\$1,696.66
Total new charges		\$8,581.89
<b>Total amount due</b>		<b>\$8,581.89</b>

Payment due upon receipt unless other arrangements have been made.

Thank you for your payments during 2012. We look forward to serving you in 2013.

**Detail for Service at:**

125 EAST AVE, NORWALK CT 06851-5702

Service reference: 442532007

Billing cycle: 13

Your meter reading for meter # 036018581

For billing period: Dec 18 - Jan 18 (31 days)

Next read date on or about: Feb 19, 2013

Actual reading on Jan 18, 2013 on peak	15261
Actual reading on Dec 18, 2012 on peak	- 15209
Difference	= 52
Meter constant	x 720
Billed usage	= 37,440

Max On-Peak Demand: 262.10 kW  
Max On-Peak Demand: 275.80 kVA

(continued on next page)

Please make your check payable to CL&P. Consider adding \$1 for Operation Fuel. To add more, call 1-800-286-2000 or visit www.cl-p.com.



**Connecticut  
Light & Power**

A Northeast Utilities Company

Account Number  
51256943036

Statement date  
Jan 18, 2013

Total amount due  
\$8,581.89

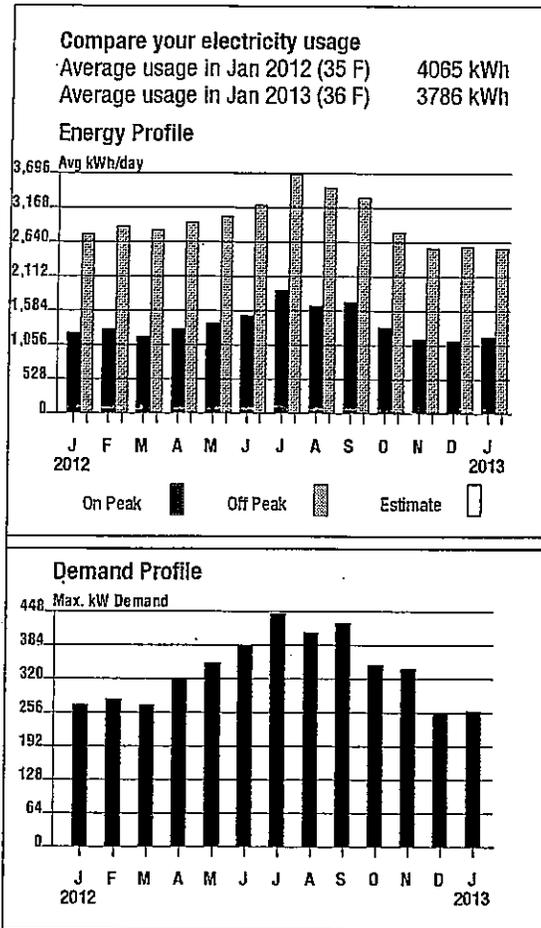
Amount Enclosed
-----------------

Payment due upon receipt unless other arrangements have been made.

CITY OF NORWALK  
C/O GRUBB & ELLIS MANAG  
PO BOX 5125  
NORWALK CT 06856-5125

Connecticut Light & Power  
PO Box 150493  
Hartford, CT 06115-0493

5125694303644 0008581899 0008581899

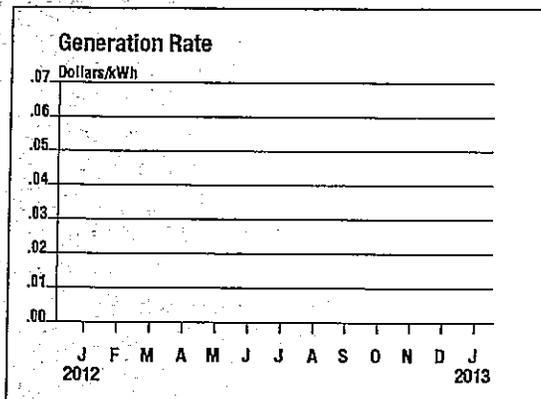


Actual reading on Jan 18, 2013 off peak	15389
Actual reading on Dec 18, 2012 off peak	- 15278
Difference	= 111
Meter constant	x 720
Billed usage	= 79,920
Max Off-Peak Demand: 253.40 kW	
Max Off-Peak Demand: 267.10 kVA	

**Allocated use for 13 days (Dec 18 to Dec 31)**

Service reference: 442532007	Billing cycle: 13	
GL&P Delivery Services Detail	DISTRIBUTION RATE: 056	
Prod/Trans Dmd Chrg	275.80KVA x \$6.480000 x 0.4194	\$749.54
Distr Cust Srvc Chrg	\$420.000000 x 0.4194	\$176.15
Distribution Dmd Chrg	474.50KVA x \$6.280000 x 0.4194	\$1,249.75
Prod/Trans CTA Dmd Chrg	275.80KVA x \$0.500000 x 0.4194	\$57.84
FMCC Delivery Chrg On-Pk	15702.30KWH x \$0.017010	\$267.10
FMCC Delivery Chrg Off-Pk	33518.40KWH x \$0.003780	\$126.70
Combined PBC - On-Pk*	15702.30KWH x \$0.005030	\$78.98
Combined PBC - Off-Pk*	33518.40KWH x \$0.005030	\$168.60
Subtotal		\$2,874.66

(continued on next page)



**C&LM Loan Information**

Initial Loan Amount \$61,079.60  
 Amount paid to date - \$20,359.92  
 Loan Balance = \$40,719.68

**Allocated use for 18 days (Dec 31 to Jan 18)**

CL&P Delivery Services Detail		DISTRIBUTION RATE: 056				
Prod/Trans Dmd Chrg	275.80KVA	x	\$6.600000	x	0.5806	\$1,056.85
Distr Cust Srvc Chrg	\$420.000000	x	0.5806			\$243.85
Distribution Dmd Chrg	474.50KVA	x	\$6.280000	x	0.5806	\$1,730.11
Prod/Trans CTA Dmd Chrg	275.80KVA	x	\$0.750000	x	0.5806	\$120.10
FMCC Delivery Chrg On-Pk	21737.70KWH	x	\$0.017990			\$391.06
FMCC Delivery Chrg Off-Pk	46401.60KWH	x	\$0.003990			\$185.14
Combined PBC - On-Pk*	21737.70KWH	x	\$0.004160			\$90.43
Combined PBC - Off-Pk*	46401.60KWH	x	\$0.004160			\$193.03
<b>Subtotal</b>						<b>\$4,010.57</b>

For billing period: Dec 12 - Jan 14 (33 days)

Service reference: 692623009

Billing cycle: 13

**C&LM FUND LOAN/CL&P**

Energy Efficiency Loan \$1,696.66

Total C&LM Loan Charges \$1,696.66

**Service Account Messages**

Distribution Demand based on ratchet  
 Because the billing period spans a change in the rates, your usage has been calculated partly on the old rate and partly on the new rate.

**Explanation of your charges**

\*The Combined Public Benefits Charge represents a combination of three charges formerly known as: "Conservation and Load Mgmt Charge, Renewable Energy Investment Charge, and Systems Benefits Charge."

\*\*Effective January 1, 2007, the Generation Services Charge (GSC) and the Bypassable Federally Mandated Congestion Charge (BFMCC) have been combined into the "GSC Charge" listed in the Electricity Supply Detail section of your bill. The GSC reflects all of the cost of procuring energy from CL&P wholesale suppliers. The BFMCC portion of this line item is \$0.0015/kWh. If you multiply this BFMCC rate by the number of kWhs on your bill, you can calculate the dollar amount associated with the BFMCC.

**Account messages**

Max KW vs Max KVA Ratio = 262.1 / 275.8 = .950  
 Power Factor at Max KVA = 262.1 / 275.8 = .950

Due to the devastating impact from Hurricane Sandy, we may not have received usage information from your meter. In these cases, we estimate charges based on previous usage, and as soon as we are able to read the meter, we will adjust the account so that it accurately reflects the electricity used. If you have any questions, please call us at 1-800-286-2000. Please know that during this very difficult time, our thoughts are with everyone throughout the state working to recover from the storm.

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CITY OF NORWALK

0016687


**Connecticut  
Light & Power**

A Northeast Utilities Company

Due Date Apr 20, 2013	Total Amount Due \$8,841.79
--------------------------	--------------------------------

Statement date: Feb 19, 2013

Customer name key: NORW

Account number: 51256943036

**INVOICE APPROVED  
FOR PAYMENT**
**Your account summary**

Amount due on Jan 18	Date <u>3/4/13</u>	\$8,581.89
Payment Feb 6		-\$8,581.89
Balance Forward	Approved by <u>[Signature]</u>	\$0.00
New Charges/Credits		
Electricity Supply Services		\$0.00
Delivery Services		\$7,145.13
LoanC&LM Loan monthly fee		\$1,696.66
Total new charges		\$8,841.79
Total amount due		\$8,841.79

Payment due upon receipt unless other arrangements have been made.

**Detail for Service at:**

125 EAST AVE , NORWALK CT 06851-5702

Service reference: 442532007

Billing cycle: 13

Your meter reading for meter # 036018581

For billing period: Jan 18 - Feb 19 (32 days)

Next read date on or about: Mar 19, 2013

Actual reading on Feb 19, 2013 on peak 15315

Actual reading on Jan 18, 2013 on peak - 15261

Difference = 54

Meter constant x 720

Billed usage = 38,880

Max On-Peak Demand: 270.70 kW

Max On-Peak Demand: 290.20 KVA

(continued on next page)

Please make your check payable to CL&amp;P. Consider adding \$1 for Operation Fuel. To add more, call 1-800-286-2000 or visit www.cl-p.com.


**Connecticut  
Light & Power**

A Northeast Utilities Company

Account Number

51256943036

Statement date

Feb 19, 2013

Total amount due

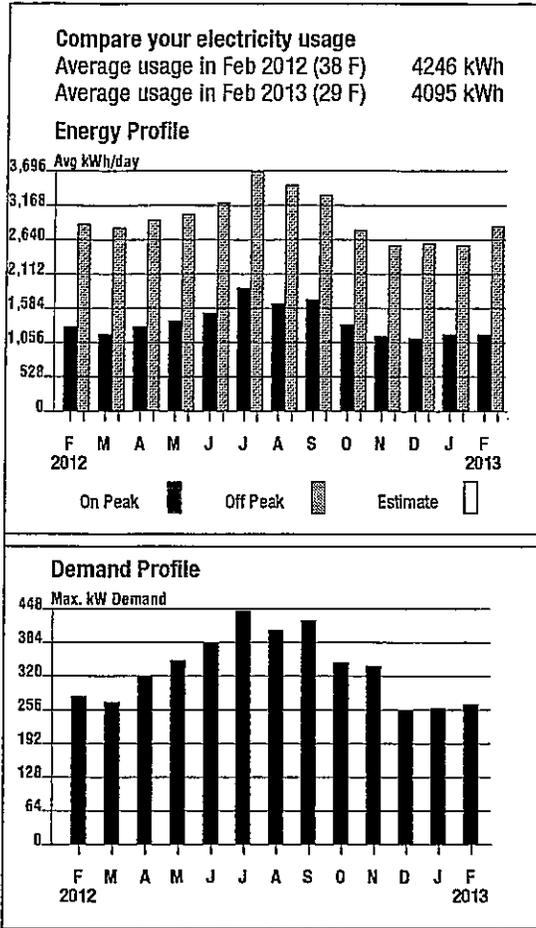
\$8,841.79

Amount Enclosed

Payment due upon receipt unless other arrangements  
have been made.
 CITY OF NORWALK  
 C/O GRUBB & ELLIS MANAG  
 PO BOX 5125  
 NORWALK CT 06856-5125

 Connecticut Light & Power  
 PO Box 150493  
 Hartford, CT 06115-0493

5125694303644 0008841797 0008841797



Actual reading on Feb 19, 2013 off peak 15517  
 Actual reading on Jan 18, 2013 off peak - 15389  
 Difference = 128  
 Meter constant x 720  
 Billed usage = 92,160

Max Off-Peak Demand: 269.30 kW  
 Max Off-Peak Demand: 283.70 kVA

Service reference: 442532007	Billing cycle: 13	
CL&P Delivery Services Detail	DISTRIBUTION RATE: 056	
Prod/Trans Dmd Chrg	290.20KVA x \$6.600000	\$1,915.32
Distr Cust Srvc Chrg		\$420.00
Distribution Dmd Chrg	474.50KVA x \$6.280000	\$2,979.86
Prod/Trans CTA Dmd Chrg	290.20KVA x \$0.750000	\$217.65
FMCC Delivery Chrg On-Pk	38880.00KWH x \$0.017990	\$699.45
FMCC Delivery Chrg Off-Pk	92160.00KWH x \$0.003990	\$367.72
Combined PBC - On-Pk*	38880.00KWH x \$0.004160	\$161.74
Combined PBC - Off-Pk*	92160.00KWH x \$0.004160	\$383.39

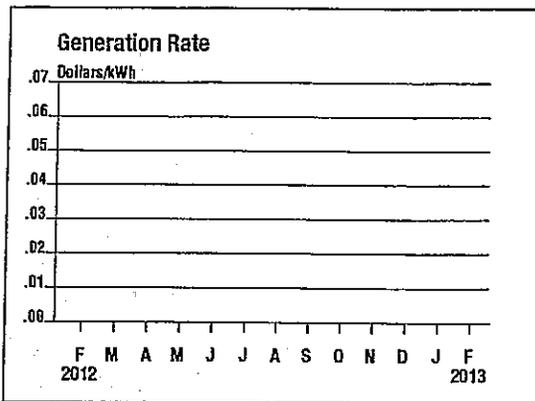
Subtotal \$7,145.13

For billing period: Jan 14 - Feb 12 (29 days)

Service reference: 692623009	Billing cycle: 13
C&LM FUND LOAN/CL&P	
Energy Efficiency Loan	\$1,696.66
Total C&LM Loan Charges	\$1,696.66

Service Account Messages  
 Distribution Demand based on ratchet

(continued on next page)

**C&LM Loan Information**

Initial Loan Amount	\$61,079.60
Amount paid to date	- \$22,056.58
Loan Balance	= \$39,023.02

**Explanation of your charges**

\*The Combined Public Benefits Charge represents a combination of three charges formerly known as: "Conservation and Load Mgmt Charge, Renewable Energy Investment Charge, and Systems Benefits Charge."

\*\*Effective January 1, 2007, the Generation Services Charge (GSC) and the Bypassable Federally Mandated Congestion Charge (BFMCC) have been combined into the "GSC Charge" listed in the Supplier Services section of your bill. The GSC reflects all of the cost of procuring energy from CL&P wholesale suppliers. The BFMCC portion of this line item is \$0.0015/kWh. If you multiply this BFMCC rate by the number of kWhs on your bill, you can calculate the dollar amount associated with the BFMCC.

**Account messages**

Max KW vs Max KVA Ratio =  $270.7 / 290.2 = .930$   
 Power Factor at Max KVA =  $270.0 / 290.2 = .930$

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CITY OF NORWALK

0014464



**Connecticut  
Light & Power**

A Northeast Utilities Company

Due Date May 18, 2013	Total Amount Due \$8,806.11
--------------------------	--------------------------------

Statement date: Mar 19, 2013  
Customer name key: NORW

Account number: 51256943036

INVOICE APPROVED  
FOR PAYMENT

**Your account summary**

Amount due on Feb 19		\$8,841.79
Payment Mar 13	Date <u>3/22/13</u>	-\$8,841.79
Balance Forward	Approved by <u>[Signature]</u>	\$0.00
New Charges/Credits		
Electricity Supply Services		\$0.00
Delivery Services		\$7,109.45
LoanC&LM Loan monthly fee		\$1,696.66
Total new charges		\$8,806.11
Total amount due		\$8,806.11

Payment due upon receipt unless other arrangements have been made.

**Detail for Service at:**

125 EAST AVE, NORWALK CT 06851-5702

Service reference: 442532007

Billing cycle: 13

**Your meter reading for meter # 036018581**

For billing period: Feb 19 - Mar 19 (28 days)      Next read date on or about: Apr 19, 2013

Actual reading on Mar 19, 2013 on peak      15365  
Actual reading on Feb 19, 2013 on peak      - 15315

Difference      = 50  
Meter constant      x 720

Billed usage      = 36,000

Max On-Peak Demand: 285.80 kW  
Max On-Peak Demand: 306.00 kVA

(continued on next page)

Please make your check payable to CL&P. Consider adding \$1 for Operation Fuel. To add more, call 1-800-286-2000 or visit www.cl-p.com.



**Connecticut  
Light & Power**

A Northeast Utilities Company

Account Number  
51256943036

Statement date  
Mar 19, 2013

Total amount due  
\$8,806.11

Amount Enclosed

Payment due upon receipt unless other arrangements  
have been made.

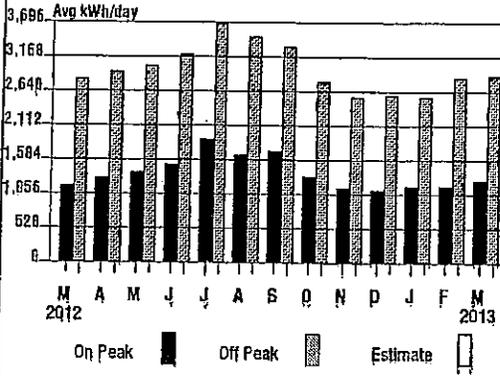
CITY OF NORWALK  
C/O GRUBB & ELLIS MANAG  
PO BOX 5125  
NORWALK CT 06856-5125

Connecticut Light & Power  
PO Box 150493  
Hartford, CT 06115-0493

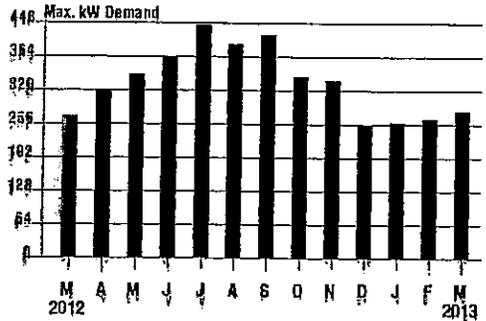
5125694303644 0008806114 0008806114

**Compare your electricity usage**  
 Average usage in Mar 2012 (47 F) 4050 kWh  
 Average usage in Mar 2013 (37 F) 4191 kWh

**Energy Profile**



**Demand Profile**



Actual reading on Mar 19, 2013 off peak	15630
Actual reading on Feb 19, 2013 off peak	- 15517
Difference	= 113
Meter constant	x 720
<b>Billed usage</b>	<b>= 81,360</b>
Max Off-Peak Demand: 255.60 kW	
Max Off-Peak Demand: 270.00 kVA	

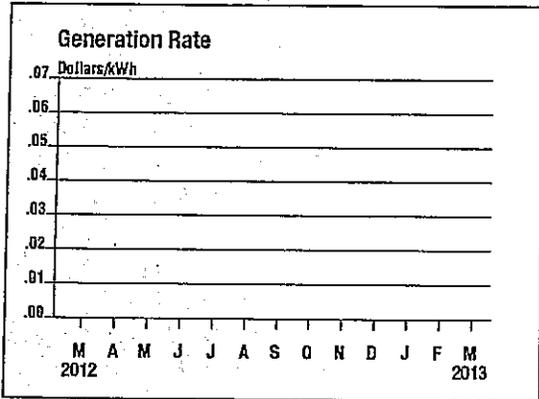
Service reference: 442532007	Billing cycle: 13	
<b>GL&amp;P Delivery Services Detail</b>	<b>DISTRIBUTION RATE: 056</b>	
Prod/Trans Dmd Chrg	306.00KVA x \$6.600000	\$2,019.60
Distr Cust Srvc Chrg		\$420.00
Distribution Dmd Chrg	474.50KVA x \$6.280000	\$2,979.86
Prod/Trans CTA Dmd Chrg	306.00KVA x \$0.750000	\$229.50
FMCC Delivery Chrg On-Pk	36000.00KWH x \$0.017990	\$647.64
FMCC Delivery Chrg Off-Pk	81360.00KWH x \$0.003990	\$324.63
Combined PBC - On-Pk*	36000.00KWH x \$0.004160	\$149.76
Combined PBC - Off-Pk*	81360.00KWH x \$0.004160	\$338.46

Subtotal \$7,109.45

For billing period: Feb 12 - Mar 13 (29 days)	
Service reference: 692623009	Billing cycle: 13
<b>C&amp;LM FUND LOAN/CL&amp;P</b>	
Energy Efficiency Loan	\$1,696.66
<b>Total C&amp;LM Loan Charges</b>	<b>\$1,696.66</b>

**Service Account Messages**  
 Distribution Demand based on ratchet

(continued on next page)



### Explanation of your charges

\*The Combined Public Benefits Charge represents a combination of three charges formerly known as: "Conservation and Load Mgmt Charge, Renewable Energy Investment Charge, and Systems Benefits Charge."

\*\*Effective January 1, 2007, the Generation Services Charge (GSC) and the Bypassable Federally Mandated Congestion Charge (BFMCC) have been combined into the "GSC Charge" listed in the Supplier Services section of your bill. The GSC reflects all of the cost of procuring energy from CL&P wholesale suppliers. The BFMCC portion of this line item is \$0.0015/kWh. If you multiply this BFMCC rate by the number of kWhs on your bill, you can calculate the dollar amount associated with the BFMCC.

### C&LM Loan Information

Initial Loan Amount	\$61,079.60
Amount paid to date	- \$23,753.24
Loan Balance	= \$37,326.36

### Account messages

Max KW vs Max KVA Ratio =  $285.8 / 306.0 = .930$   
 Power Factor at Max KVA =  $285.8 / 306.0 = .930$

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CITY OF NORWALK

0017069



**Connecticut  
Light & Power**

A Northeast Utilities Company

Due Date Jun 18, 2013	Total Amount Due \$8,873.00
--------------------------	--------------------------------

Statement date: Apr 19, 2013  
Customer name key: NORW

**INVOICE APPROVED  
FOR PAYMENT**

Account number: 51256943036

**Your account summary**

Amount due on Mar 19	Date <u>4/24/13</u>	\$8,806.11
Payment Apr 1	Approved by <u>[Signature]</u>	-\$8,806.11
Balance Forward		\$0.00
New Charges/Credits		
Electricity Supply Services		\$0.00
Delivery Services		\$7,176.34
LoanC&LM Loan monthly fee		\$1,696.66
Total new charges		\$8,873.00
<b>Total amount due</b>		<b>\$8,873.00</b>

Payment due upon receipt unless other arrangements have been made.

**Detail for Service at:**

125 EAST AVE , NORWALK CT 06851-5702

Service reference: 442532007

Billing cycle: 13

**Your meter reading for meter # 036018581**

For billing period: Mar 19 - Apr 19 (31 days)      Next read date on or about: May 20, 2013

Actual reading on Apr 19, 2013 on peak      15418  
Actual reading on Mar 19, 2013 on peak      - 15365

Difference      = 53  
Meter constant      x 720

Billed usage      = 38,160

Max On-Peak Demand: 283.00 kW  
Max On-Peak Demand: 304.60 KVA

(continued on next page)

Please make your check payable to CL&P. Consider adding \$1 for Operation Fuel. To add more, call 1-800-286-2000 or visit www.cl-p.com.



**Connecticut  
Light & Power**

A Northeast Utilities Company

Account Number  
51256943036

Statement date  
Apr 19, 2013

Total amount due  
\$8,873.00

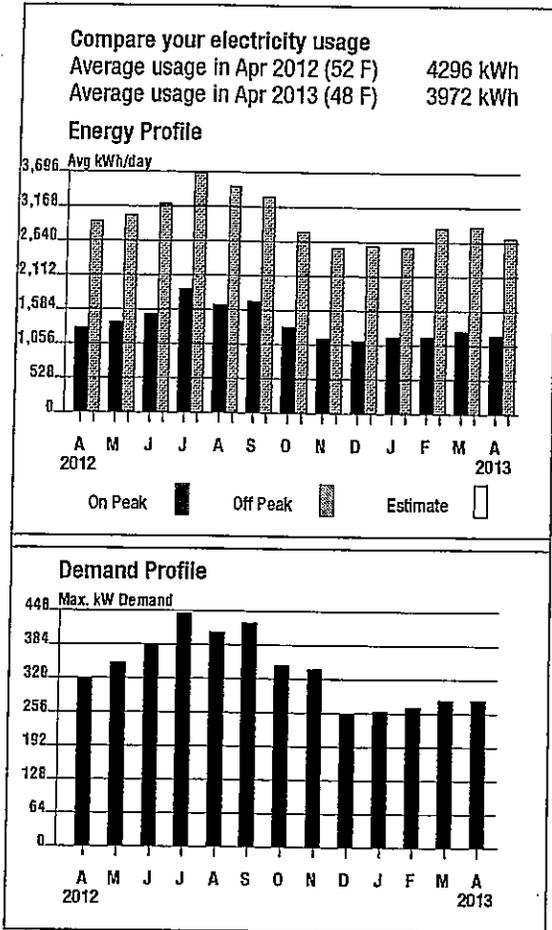
Amount Enclosed

Payment due upon receipt unless other arrangements  
have been made.

CITY OF NORWALK  
C/O GRUBB & ELLIS MANAG  
PO BOX 5125  
NORWALK CT 06856-5125

Connecticut Light & Power  
PO Box 150493  
Hartford, CT 06115-0493

5125694303644 0008873006 0008873006



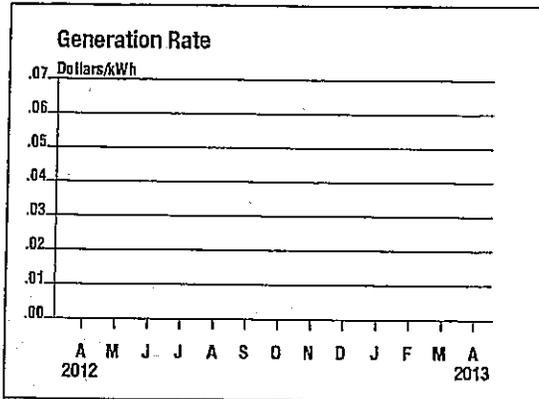
Actual reading on Apr 19, 2013 off peak	15748
Actual reading on Mar 19, 2013 off peak	- 15630
Difference	= 118
Meter constant	x 720
Billed usage	= 84,960
Max Off-Peak Demand: 264.20 kW	
Max Off-Peak Demand: 278.60 KVA	

Service reference: 442532007	Billing cycle: 13	
CL&P Delivery Services Detail	DISTRIBUTION RATE: 056	
Prod/Trans Dmd Chrg	304.60KVA x \$6.600000	\$2,010.36
Distr Cust Svc Chrg		\$420.00
Distribution Dmd Chrg	474.50KVA x \$6.280000	\$2,979.86
Prod/Trans CTA Dmd Chrg	304.60KVA x \$0.750000	\$228.45
FMCC Delivery Chrg On-Pk	38160.00KWH x \$0.017990	\$686.50
FMCC Delivery Chrg Off-Pk	84960.00KWH x \$0.003990	\$338.99
Combined PBC - On-Pk*	38160.00KWH x \$0.004160	\$158.75
Combined PBC - Off-Pk*	84960.00KWH x \$0.004160	\$353.43
Subtotal		\$7,176.34

For billing period: Mar 13 - Apr 12 (30 days)	
Service reference: 692623009	Billing cycle: 13
C&LM FUND LOAN/CL&P	
Energy Efficiency Loan	\$1,696.66
Total C&LM Loan Charges	\$1,696.66

**Service Account Messages**  
 Distribution Demand based on ratchet

(continued on next page)



### Explanation of your charges

\*The Combined Public Benefits Charge represents a combination of three charges formerly known as: "Conservation and Load Mgmt Charge, Renewable Energy Investment Charge, and Systems Benefits Charge."

\*\*Effective January 1, 2007, the Generation Services Charge (GSC) and the Bypassable Federally Mandated Congestion Charge (BFMCC) have been combined into the "GSC Charge" listed in the Supplier Services section of your bill. The GSC reflects all of the cost of procuring energy from CL&P wholesale suppliers. The BFMCC portion of this line item is \$0.0015/kWh. If you multiply this BFMCC rate by the number of kWhs on your bill, you can calculate the dollar amount associated with the BFMCC.

### C&LM Loan Information

Initial Loan Amount	\$61,079.60
Amount paid to date	- \$25,449.90
Loan Balance	= \$35,629.70

### Account messages

Max KW vs Max KVA Ratio =  $283.0 / 304.6 = .930$   
 Power Factor at Max KVA =  $283.0 / 304.6 = .930$

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CITY OF NORWALK

Statement date: May 20, 2013  
Customer name key: NORW  
Account number: 51256943036

Due Date Jul 19, 2013	Total Amount Due \$8,849.15
--------------------------	--------------------------------

0013004



# Connecticut Light & Power

A Northeast Utilities Company

### Contact Information

Emergency: 1-800-286-2000 (anytime)  
Web Site: www.cl-p.com  
Email: CLPCustomerService@cl-p.com

### Residential customers:

Customer Service: 1-800-286-2000  
860-947-2000 Hartford/Meriden  
(M-F 7-7 & Sat 10-3:30 pm)

### Business customers:

Customer Service: 1-888-783-6617  
(M-F 8-5)

### Simplify your life

Use eBill and ePay at www.cl-p.com  
Or Pay by Phone 1-888-783-6618

### Electricity Supplier

NOBLE AMERICAS ENERGY SOLUTION  
101 Ash St  
Suite 101 HQ09  
San Diego CA 32101  
1-877-259-7693

### Your account summary

Amount due on Apr 19	\$8,873.00
Payment May 1	-\$8,873.00
Balance Forward	\$0.00
New Charges/Credits	
Electricity Supply Services	\$0.00
Delivery Services	\$7,152.49
LoanC&LM Loan monthly fee	\$1,696.66
Total new charges	\$8,849.15
<b>Total amount due</b>	<b>\$8,849.15</b>

Payment due upon receipt unless other arrangements have been made.

### Detail for Service at:

125 EAST AVE , NORWALK CT 06851-5702

Service reference: 442532007

Billing cycle: 13

### Your meter reading for meter # 036018581

For billing period: Apr 19 - May 20 (31 days)      Next read date on or about: Jun 19, 2013

Actual reading on May 20, 2013 on peak      15466

Actual reading on Apr 19, 2013 on peak      - 15418

Difference      = 48

Meter constant      x 720

Billed usage      = 34,560

Max On-Peak Demand: 297.40 kW

Max On-Peak Demand: 314.60 kVA

**INVOICE APPROVED  
FOR PAYMENT**

Date 5/20/13  
Approved by [Signature]

(continued on next page)

Please make your check payable to CL&P. Consider adding \$1 for Operation Fuel. To add more, call 1-800-286-2000 or visit www.cl-p.com.



# Connecticut Light & Power

A Northeast Utilities Company

Account Number

51256943036

Statement date

May 20, 2013

Total amount due

\$8,849.15

Amount Enclosed

Payment due upon receipt unless other arrangements have been made.

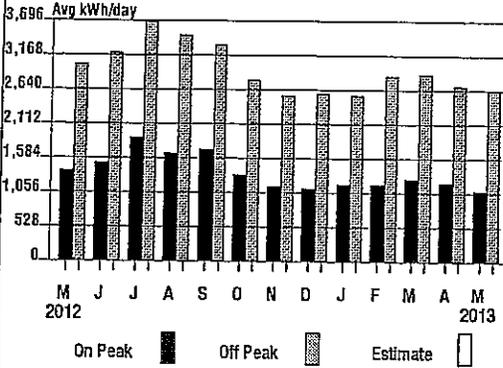
CITY OF NORWALK  
C/O GRUBB & ELLIS MANAG  
PO BOX 5125  
NORWALK CT 06856-5125

Connecticut Light & Power  
PO Box 150493  
Hartford, CT 06115-0493

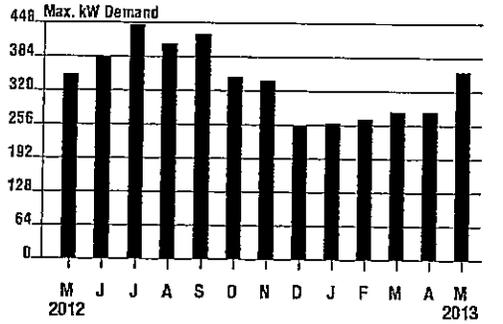
5125694303644 0008849155 0008849155

**Compare your electricity usage**  
 Average usage in May 2012 (62 F) 4469 kWh  
 Average usage in May 2013 (56 F) 3786 kWh

**Energy Profile**



**Demand Profile**



Actual reading on May 20, 2013 off peak 15863  
 Actual reading on Apr 19, 2013 off peak - 15748  
 Difference = 115  
 Meter constant x 720 = 82,800  
 Billed usage = 82,800

Max Off-Peak Demand: 360.70 kW  
 Max Off-Peak Demand: 382.30 kVA

Service reference: 442532007	Billing cycle: 13	
<b>CL&amp;P Delivery Services Detail</b>	<b>DISTRIBUTION RATE: 056</b>	
Prod/Trans Dmd Chrg	314.60KVA x \$6.600000	\$2,076.36
Distr Cust Srvc Chrg		\$420.00
Distribution Dmd Chrg	474.50KVA x \$6.280000	\$2,979.86
Prod/Trans CTA Dmd Chrg	314.60KVA x \$0.750000	\$235.95
FMCC Delivery Chrg On-Pk	34560.00KWH x \$0.017990	\$621.73
FMCC Delivery Chrg Off-Pk	82800.00KWH x \$0.003990	\$330.37
Combined PBC - On-Pk*	34560.00KWH x \$0.004160	\$143.77
Combined PBC - Off-Pk*	82800.00KWH x \$0.004160	\$344.45

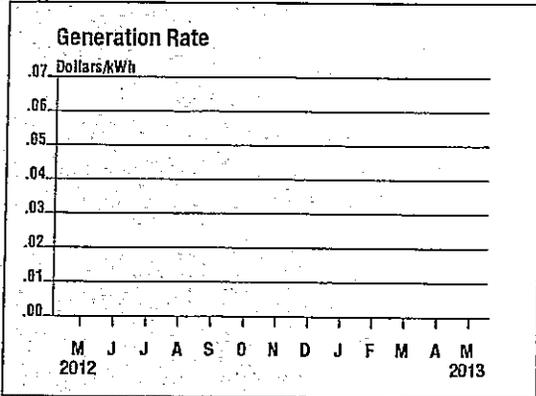
Subtotal \$7,152.49

For billing period: Apr 12 - May 14 (32 days)  
 Service reference: 692623009 Billing cycle: 13

<b>G&amp;LM FUND LOAN/GL&amp;P</b>	
Energy Efficiency Loan	\$1,696.66
<b>Total C&amp;LM Loan Charges</b>	<b>\$1,696.66</b>

**Service Account Messages**  
 Distribution Demand based on ratchet

(continued on next page)



**Explanation of your charges**

\*The Combined Public Benefits Charge represents a combination of three charges formerly known as: "Conservation and Load Mgmt Charge, Renewable Energy Investment Charge, and Systems Benefits Charge."

\*\*Effective January 1, 2007, the Generation Services Charge (GSC) and the Bypassable Federally Mandated Congestion Charge (BFMCC) have been combined into the "GSC Charge" listed in the Supplier Services section of your bill. The GSC reflects all of the cost of procuring energy from CL&P wholesale suppliers. The BFMCC portion of this line item is \$0.0015/kWh. If you multiply this BFMCC rate by the number of kWhs on your bill, you can calculate the dollar amount associated with the BFMCC.

**C&LM Loan Information**

Initial Loan Amount                 \$61,079.60  
 Amount paid to date                 - \$27,146.56  
 Loan Balance                         = \$33,933.04

**Account messages**

Max KW vs Max KVA Ratio = 297.4 / 314.6 = .950  
 Power Factor at Max KVA = 297.4 / 314.6 = .950

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CITY OF NORWALK

Statement date: Jun 19, 2013  
Customer name key: NORW

Account number: 51256943036

0012756

**Connecticut  
Light & Power**

A Northeast Utilities Company

Due Date	Total Amount Due
Aug 18, 2013	\$9,851.69

**Contact Information**Emergency: 1-800-286-2000 (anytime)  
Web Site: www.cl-p.com  
Email: CLPCustomerService@cl-p.com**Residential customers:**Customer Service: 1-800-286-2000  
860-947-2000 Hartford/Meriden  
(M-F 7-7 & Sat 10-3:30 pm)**Business customers:**Customer Service: 1-888-783-6617  
(M-F 8-5)**Simplify your life**Use eBill and ePay at www.cl-p.com  
Or Pay by Phone 1-888-783-6618**Electricity Supplier**NOBLE AMERICAS ENERGY SOLUTION  
101 Ash St.  
Suite 101 HQ09  
San Diego CA 32101  
1-877-259-7693**Your account summary**

Amount due on May 20	\$8,849.15
Payment Jun 3	-\$8,849.15
Balance Forward	\$0.00
New Charges/Credits	
Electricity Supply Services	\$0.00
Delivery Services	\$8,155.03
LoanC&LM Loan monthly fee	\$1,696.66
Total new charges	\$9,851.69
<b>Total amount due</b>	<b>\$9,851.69</b>

Payment due upon receipt unless other arrangements have been made.

**Detail for Service at:**

125 EAST AVE , NORWALK CT 06851-5702

Service reference: 442532007

Billing cycle: 13

Your meter reading for meter # 036018581

For billing period: May 20 - Jun 19 (30 days)

Next read date on or about: Jul 19, 2013

Actual reading on Jun 19, 2013 on peak 15530  
Actual reading on May 20, 2013 on peak - 15466Difference = 64  
Meter constant x 720

Billed usage = 46,080

Max On-Peak Demand: 384.50 kW

Max On-Peak Demand: 407.50 kVA

INVOICE APPROVED  
FOR PAYMENTDate 7/10/13Approved by MJS

(continued on next page)

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**Connecticut  
Light & Power**

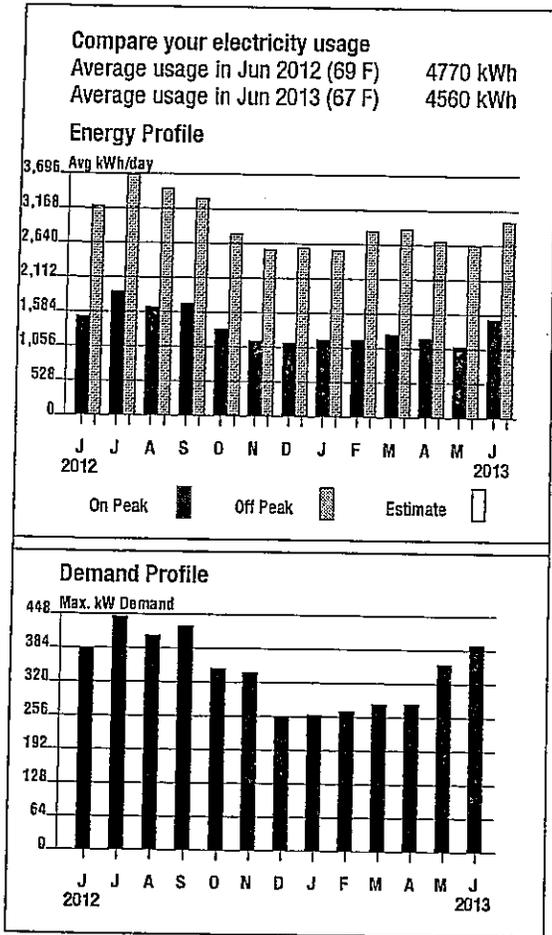
A Northeast Utilities Company

Account Number  
51256943036Statement date  
Jun 19, 2013Total amount due  
\$9,851.69

Amount Enclosed

Payment due upon receipt unless other arrangements  
have been made.CITY OF NORWALK  
C/O GRUBB & ELLIS MANAG  
PO BOX 5125  
NORWALK CT 06856-5125Connecticut Light & Power  
PO Box 150493  
Hartford, CT 06115-0493

5125694303644 0009851698 0009851698



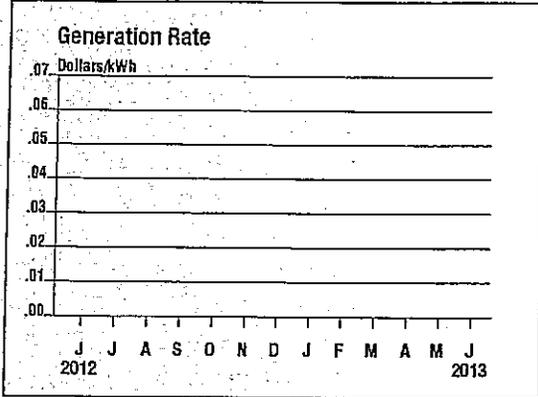
Actual reading on Jun 19, 2013 off peak	15989
Actual reading on May 20, 2013 off peak	- 15863
Difference	= 126
Meter constant	x 720
Billed usage	= 90,720
Max Off-Peak Demand: 394.60 kW	
Max Off-Peak Demand: 417.60 kVA	

Service reference: 442532007	Billing cycle: 13	
GL&P Delivery Services Detail	DISTRIBUTION RATE: 056	
Prod/Trans Dmd Chrg	407.50KVA x \$6.600000	\$2,689.50
Distr Cust Srvc Chrg		\$420.00
Distribution Dmd Chrg	474.50KVA x \$6.280000	\$2,979.86
Prod/Trans CTA Dmd Chrg	407.50KVA x \$0.750000	\$305.63
FMCC Delivery Chrg On-Pk	46080.00KWH x \$0.017990	\$828.98
FMCC Delivery Chrg Off-Pk	90720.00KWH x \$0.003990	\$361.97
Combined PBC - On-Pk*	46080.00KWH x \$0.004160	\$191.69
Combined PBC - Off-Pk*	90720.00KWH x \$0.004160	\$377.40
Subtotal		\$8,155.03

For billing period: May 14 - Jun 13 (30 days)	
Service reference: 692623009	Billing cycle: 13
C&LM FUND LOAN/CL&P	
Energy Efficiency Loan	\$1,696.66
Total C&LM Loan Charges	\$1,696.66

Service Account Messages  
Distribution Demand based on ratchet

(continued on next page)



### Explanation of your charges

\*The Combined Public Benefits Charge represents a combination of three charges formerly known as: "Conservation and Load Mgmt Charge, Renewable Energy Investment Charge, and Systems Benefits Charge."

\*\*Effective January 1, 2007, the Generation Services Charge (GSC) and the Bypassable Federally Mandated Congestion Charge (BFMCC) have been combined into the "GSC Charge" listed in the Supplier Services section of your bill. The GSC reflects all of the cost of procuring energy from CL&P wholesale suppliers. The BFMCC portion of this line item is \$0.0015/kWh. If you multiply this BFMCC rate by the number of kWhs on your bill, you can calculate the dollar amount associated with the BFMCC.

### C&LM Loan Information

Initial Loan Amount	\$61,079.60
Amount paid to date	- \$28,843.22
Loan Balance	= \$32,236.38

### Account messages

Max KW vs Max KVA Ratio =  $384.5 / 407.5 = .940$   
 Power Factor at Max KVA =  $384.5 / 407.5 = .940$

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apps for your mobile device.

