

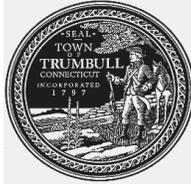
Town of Trumbull

CONNECTICUT

www.trumbull-ct.gov

TOWN HALL
Trumbull

TELEPHONE
(203) 452-5005



AGENDA No. 696

- I CALL TO ORDER
- II MOMENT OF SILENCE
- III PLEDGE OF ALLEGIANCE
- IV ROLL CALL
- V APPROVAL OF MINUTES
- VI BUSINESS

DATE: August 6, 2012
TIME: 8:00 p.m.
PLACE: Town Hall

NOTICE is hereby given that the Town Council of the Town of Trumbull, Connecticut will hold a regular meeting on Monday, August 6, 2012 at 8:00 p.m. at the Trumbull Town Hall, for the following purpose:

DISCUSSION ITEMS:

- Trumbull High School Building Committee Update:
 - a. Chairman's Report
 - b. Owner's Rep Update
 - c. Architect's Update
 - d. Construction Manager Update
- TNAC

-
1. RESOLUTION TC24-34: To consider and act upon a resolution which would amend Chapter 14 Offenses and Miscellaneous Provisions, Section 14-11 Blight Prevention of the Trumbull Municipal Code. (L&A) (*Public Hearing*)
 2. RESOLUTION TC24-48: To consider and act upon a resolution which would establish a False Alarm Abatement Ordinance. (L&A)
 3. RESOLUTION TC24-54: To consider and act upon a resolution which would authorize First Selectman Timothy M. Herbst to sign on behalf of the Town of Trumbull an application and contract with the State Library for a Historic Preservation Grant. (L&A)
 4. RESOLUTION TC24-55: To consider and act upon a resolution which would authorize First Selectman Timothy M. Herbst to sign and execute and agreement entitled "Agreement Between the State of Connecticut and the Town of Trumbull for the Construction, Inspection and Maintenance of the Pequonnock River Trail Utilizing Federal Funds From

the Urban Component of the Surface Transportation program” between the State of Connecticut, Department of Transportation and the Town of Trumbull. (L&A)

5. RESOLUTION TC24-56: To consider and act upon a resolution which would authorize the Town Attorney to settle a claim known as Lawrence Macilvain vs. the Town of Trumbull. (L&A)
6. RESOLUTION TC24-57: To consider and act upon a resolution which would appropriate \$3,978 from the Fund Balance, \$2,016 to Charter Revision-01010300-545502 Communication -Public Reports and \$1,962 to Charter Revision-01010300-522202 Professional Services. (Finance)
7. RESOLUTION TC24-58: To consider and act upon a resolution which would appropriate \$21,750 from the Fund Balance to Emergency Medical Services-01022600-522202 Professional Services. (Finance)
8. RESOLUTION TC24-59: To consider and act upon a resolution which would disband the Beautification Commission. (L&A)
9. RESOLUTION TC24-60: To consider and act upon a resolution which would appoint Jeffrey Williams of 38 Shelton Road as an alternate member to the Planning and Zoning Commission for a term extending to December 1, 2014. (Finance)

VI ADJOURNMENT

COPY OF THE RESOLUTION ATTACHED HERETO

Carl A. Massaro, Jr., Town Council Chairman

RESOLUTIONS

1. RESOLUTION TC24-34: BE IT RESOLVED AND ORDAINED, That Chapter 14 Offenses and Miscellaneous Provisions, Section 14-11 Blight Prevention of the Trumbull Municipal Code is hereby amended to include paragraph (9) Municipal Performance. *(Full Resolution Attached Hereto)*
2. RESOLUTION TC24-48: BE IT RESOLVED AND ORDAINED, That a False Alarm Abatement Ordinance is hereby established;
WHEREAS, excessive false alarms throughout the Town create an unnecessary burden on the law enforcement resources of the Trumbull Police Department; and
WHEREAS, the Town proposes to reduce false alarms through the enactment of reasonable standards to ensure alarm users are held responsible for the use of their alarm systems;
NOW THEREFORE BE IT RESOLVED AND ORDAINED , That Chapter 14 Offenses and Miscellaneous Provisions, of the Trumbull Municipal Code is hereby amended to include Section 14-12 an ordinance establishing an abatement of false burglar alarms in the Town of Trumbull.
3. RESOLUTION TC24-54: BE IT RESOLVED, That First Selectman Timothy M. Herbst is hereby authorized to sign on behalf of the Town of Trumbull an application and contract with the State Library for a Historic Preservation Grant.
4. RESOLUTION TC24-55: BE IT RESOLVED, That First Selectman Timothy M. Herbst, be and the same, is hereby authorized to sign and execute and agreement entitled “Agreement Between the State of Connecticut and the Town of Trumbull for the Construction, Inspection and Maintenance of the Pequonnock River Trail Utilizing Federal Funds From the Urban Component of the Surface Transportation program” between the State of Connecticut, Department of Transportation and the Town of Trumbull.
5. RESOLUTION TC24-56: BE IT RESOLVED, That the Town Attorney is hereby authorized to settle a claim known as Lawrence Macilvain vs. the Town of Trumbull.
6. RESOLUTION TC24-57: BE IT RESOLVED, That \$3,978 is hereby appropriated from the Fund Balance, \$2,016 to Charter Revision-01010300-545502 Communication -Public Reports and \$1,962 to Charter Revision-01010300-522202 Professional Services.
7. RESOLUTION TC24-58: BE IT RESOLVED, That \$21,750 is hereby appropriated from the Fund Balance to Emergency Medical Services-01022600-522202 Professional Services.
8. RESOLUTION TC24-59: BE IT RESOLVED, That the Beautification Commission is hereby disbanded for a job well done.
9. RESOLUTION TC24-60: BE IT RESOLVED, That Jeffrey Williams of 38 Shelton Road, be and the same, is hereby appointed as an alternate member to the Planning and Zoning Commission for a term extending to December 1, 2014.

ATTACHMENT

RESOLUTION TC24-34: BE IT RESOLVED AND ORDAINED, That Chapter 14 Offenses and Miscellaneous Provisions, Section 14-11 Blight Prevention of the Trumbull Municipal Code is hereby amended to include paragraph (9) Municipal Performance stated as follows:

(9) Municipal Performance. In the event any owner, agent, tenant, or person in control of real property located in the Town of Trumbull fails to abate or correct any violation under this section, after the issuance of a citation as prescribed in Sec. 14-11(4)(d) of the Trumbull Municipal Code, the Town of Trumbull, acting through its Blight Prevention Officer, may cause or take such action as is necessary to correct such violation. The Town of Trumbull may designate agents to enter property during reasonable hours for the purpose of remediating blighted conditions, although neither the municipality nor its designated agents may enter any dwelling house or structure on such property, without the express consent of such owner, agent, tenant, or person responsible for such property or by order of the Connecticut Superior Court or other court of competent jurisdiction. The cost to take such action shall be a civil claim by the Town against such owner, agent, tenant, or person responsible for such property and the Town Attorney may bring an action to recover all such costs and expenses incurred.

FINAL PROPOSED

TOWN OF TRUMBULL, CONNECTICUT

FALSE BURGLAR ALARM ABATEMENT ORDINANCE

WHEREAS, the purpose of this ordinance, finds that excessive false alarms unduly burden the Trumbull Police Department's limited law enforcement resources. The purpose of this ordinance is to establish reasonable expectations of alarm users and to ensure that alarm users are held responsible for their use of alarm systems.

SECTION 1: DEFINITIONS

The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

Alarm Administrator means a person or persons designated by the Town to administer, control and review false alarm reduction efforts and administers the provisions of this ordinance.

Alarm Company means a person or a company engaged in selling, leasing, installing, servicing or monitoring alarm systems; this person shall be licensed in compliance with State laws.

Alarm permit means a permit issued by the Town allowing the operation of an alarm system within the Town.

Alarm signal means a detectable signal; audible or visual, generated by an alarm system, to which law enforcement is, requested to respond.

Alarm system means any single device or assembly of equipment designed to signal the occurrence of an illegal or unauthorized entry or other activity requiring immediate attention and to which law enforcement is requested to respond, but does not include motor vehicle or boat alarms, fire alarms, domestic violence alarms, or alarms designed to elicit a medical response.

Alarm user means any person, corporation, partnership, proprietorship, governmental or educational entity or any other entity owning, leasing or operating an alarm system, or on whose premises an alarm system is maintained for the protection of such premises.

Alarm User Awareness Class means a class conducted for the purpose of educating alarm users about the responsible use, operation, and maintenance of alarm systems and the problems created by false alarms.

Cancellation means the process where response is terminated when the alarm company (designated by the alarm user) notifies the Trumbull Police Department that there is not an existing situation at the alarm site requiring police response after an alarm dispatch request. If cancellation occurs prior to police arriving at the scene, this is not a false alarm for the purpose of civil penalty, and no penalty will be assessed.

Town means the Town of Trumbull or its agent.

False alarm means the activation of an alarm system through mechanical or electronic failure, malfunction, improper installation, or the negligence of the alarm user, his/her employees or

agents, and signals activated to summon law enforcement personnel unless law enforcement response was cancelled by the alarm user or his/her agent before law enforcement personnel arrive at the alarm location. An alarm is false within the meaning of this article when, upon inspection by the Trumbull Police Department, evidence indicates that no unauthorized entry, robbery, or other such crime was committed or attempted in or on the premises which would have activated a properly functioning alarm system. Notwithstanding the foregoing, a false alarm shall not include an alarm which can reasonably be determined to have been caused or activated by unusually violent conditions of nature nor does it include other extraordinary circumstances not reasonably subject to control by the alarm user.

Local alarm means an alarm system that emits a signal at an alarm site that is audible or visible from the exterior of a structure and is not monitored by a remote monitoring facility, whether installed by an alarm company or user.

Permit year means a 12-month period beginning on the day and month on which an alarm permit is issued.

Runaway alarm means an alarm system that produces repeated alarm signals that do not appear to be caused by separate human action. The Trumbull Police Department may in its discretion discontinue police responses to alarm signals from what appears to be a runaway alarm.

SIA Control Panel Standard CP-01 means the American National Standard Institute (ANSI) approved Security Industry Association (SIA) CP-01 Control Panel Standard, as may be updated from time to time, that details recommended design features for security system control panels and their associated arming and disarming devices to reduce false alarms. Control panels built and tested to this standard by a nationally recognized testing organization, will be marked to state: "Design evaluated in accordance with SIA CP-01 Control Panel Standard Features for False Alarm Reduction".

Verify means an attempt by the monitoring company, or its representative, to contact the alarm site and/or alarm user by telephone and/or other electronic means, whether or not actual contact with a person is made, to attempt to determine whether an alarm signal is valid before requesting law enforcement dispatch, in an attempt to avoid an unnecessary alarm dispatch request. For the purpose of this ordinance, telephone verification shall require, as a minimum that a second call be made to a different number if the first attempt fails to reach an alarm user who can properly identify themselves to attempt to determine whether an alarm signal is valid before requesting law enforcement dispatch.

SECTION 2: ALARM PERMIT

- (a) **Permit required.** No person shall use an alarm system without first obtaining a permit for such alarm system from the Town. ~~A \$10 fee will be required for the initial registration and annual renewals.~~ Each alarm permit shall be assigned a unique permit number, and the user shall provide the permit number to the alarm company.
- (b) **Application.** The permit shall be requested on an application form provided by the Town. An alarm user has the duty to obtain an application from the Town.
- (c) **Transfer of possession.** When the possession of the premises at which an alarm system is maintained is transferred, the person (user) obtaining possession of the property shall file an application for an alarm permit within 30 days of obtaining possession of the property. Alarm permits are not transferable.

- (d) **Reporting updated information.** Whenever the information provided on the alarm permit application changes, the alarm user shall provide correct information to the Town within 30 days of the change. In addition, each year after the issuance of the permit, permit holders will receive from the Town a form requesting updated information. The permit holder shall complete and return this form to the Town when any of the requested information has changed; failure to comply will constitute a violation and may result in a civil penalty.
- (e) **Multiple alarm systems.** If an alarm user has one or more alarm systems protecting two or more separate structures having different addresses and/or tenants, a separate permit shall be required for each structure and/or tenant.

SECTION 3: DUTIES OF THE ALARM USER

- (a) Maintain the premises and the alarm system in a method that will reduce or eliminate false alarms; and
- (b) Provide the alarm company the permit number, (the number must be provided to the communications center by the alarm company to insure dispatch).
- (c) Must respond or cause a representative to respond to the alarm system's location and/or deactivate a malfunctioning alarm within thirty (30) minutes when notified by the Police Department directly or via the user's monitoring service.
- (d) Not manually activate an alarm for any reason other than an occurrence of an event that the alarm system was intended to report or to perform routine maintenance as prescribed by alarm system provider.
- (e) An alarm user must obtain a new permit and pay any associated fees if there is a change in address or ownership of a business or residence.

SECTION 4: DUTIES OF THE ALARM COMPANY

- (a) Any person engaged in the alarm business in the Town, shall comply with the following:
 - 1) Obtain and maintain the required state license(s).
 - 2) Be able to provide name, address, and telephone number of the alarm user or a designee, who can be called in an emergency or to effect repairs 24 hours a day.
 - 3) Be able to provide the most current contact information for the alarm user.
- (b) Ninety (90) days after enactment of this Ordinance the alarm installation companies shall, on all new and upgraded installations, use only alarm control panel(s) which meet SIA Control Panel Standard CP-01.
- (c) Prior to activation of the alarm system, the alarm company must provide instructions explaining the proper operation of the alarm system to the alarm user.
- (d) Provide written information of how to obtain service from the alarm company for the alarm system.
- (e) An alarm company performing monitoring services shall:

- 1) Attempt to authenticate, by calling the alarm site and/or alarm user by telephone, to determine whether an alarm signal is valid before requesting dispatch. Telephone verification shall require, as a minimum that a second call be made to a different number, if the first attempt fails to reach an alarm user who can properly identify themselves to attempt to determine whether an alarm signal is valid, EXCEPT in the case of a panic or robbery-in-progress alarm, or in cases where a crime-in-progress has been confirmed by video and/or audible means.
- 2) Provide alarm user registration number to the communications center to facilitate dispatch and/or cancellations.
- 3) Communicate any available information about the alarm.
- 4) Communicate a cancellation to the law enforcement communications center as soon as possible following a determination that response is unnecessary.

SECTION 5: PROHIBITED ACTS

- (a) It shall be unlawful to activate an alarm system for the purpose of summoning law enforcement when no burglary, robbery, or other crime dangerous to life or property is being committed or attempted on the premises, or otherwise to cause a false alarm.
- (b) It shall be unlawful to install, maintain, or use an audible alarm system which can sound continually for more than 10 minutes and is deemed to be a runaway alarm.

SECTION 6: ENFORCEMENT OF PROVISIONS

- (a) **Failure to register.** Any person who fails to register their alarm system will be charged \$100.00 for each year said alarm system is not registered. Plus an additional \$50.00 fee for each additional unregistered incident.
- (b) **Excessive false alarms.** It is hereby found and determined that three or more false alarms within a permit year from the date of the first violation is excessive, constitutes a public nuisance, and shall be unlawful. Costs for excessive false alarms may be assessed against an alarm user as follows:

Third, Fourth, Fifth violation.....	\$100.00
Sixth, Seventh, Eighth violation.....	\$125.00
Ninth & subsequent violations.....	\$150.00
- (c) **Cancellation.** If cancellation occurs prior to law enforcement arriving at the scene, this is not a false alarm and no fee will be assessed.
- (d) **Multiple activations.** Multiple activations within a twenty-four hour period may be considered as one false alarm for the purpose of charged fees.
- (e) **Payment of Fees.** Fees shall be paid within (30) days from the date of the invoice.
- (f) **Failure to Pay Fine.** Any person who fails to pay a fine assessed against them within (30) days from the date of the invoice shall be charged a penalty of 1 ½% interest per month together with costs of collection including attorney's fees.
- (g) **Alarm Awareness Class.** Any person who attends the Alarm Awareness Class will have their first alarm waived and it will not be counted towards any future alarms.

- (h) ***Violations of Municipal Ordinance.*** Any violation of this ordinance other than that which is specifically addressed shall be fined for violation of municipal ordinances as specified in Connecticut General Statute 7-148C191-250.

SECTION 7: APPEALS

Appeals process. Assessments of civil penalty (ies) and other enforcement decisions made under this ordinance may be appealed by filing a written notice of appeal with the Trumbull Police Department within 10 days after the date of notification of the assessment of civil fees or other enforcement decision. The failure to give notice of appeal within this time period shall constitute a waiver of the right to contest the assessment of penalty (ies) or other enforcement decision. Appeals shall be decided through an administrative process established by the Town in accordance with Connecticut General Statute Section 7-152c.

SECTION 8: CONFIDENTIALITY

In the interest of public safety, all information contained in and gathered through the alarm registration applications, no response records, applications for appeals and any other alarm records shall be held in confidence by all employees and/or representatives of the Town.

SECTION 9: GOVERNMENT IMMUNITY

Alarm registration is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an alarm registration, the alarm user acknowledges that the Trumbull Police Department response may be influenced by factors such as: the availability of police units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history.

SECTION 10: SEVERABILITY

The provisions of this ordinance are severable. If a court determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid or that the application of any part of the provision to any person or circumstance is invalid, the remaining provisions and the application of those provisions to other persons or circumstances are not affected by that decision.

This ordinance shall take effect on _____, 20_____.

(Note: The effective date should be six months after the Town Council approves the ordinance.)

VIOLATIONS OF MUNICIPAL ORDINANCES NOT RELATED TO PARKING OR MOTOR VEHICLES

The complaint ticket may be used for violations of municipal ordinances NOT related to parking or motor vehicles where the amount of the penalty established by the ordinance is \$250.00 or less.

When computing the "Total Amount Due," begin with the ordinance penalty amount. Where the ordinance penalty amount is \$90.00 or less, add to that amount the fee amount which is equal to one dollar for each \$8.00 or fraction thereof on the first \$88.00 of the ordinance penalty amount. To this sum, add a surcharge of \$20.00 if the ordinance penalty amount is less than \$35.00. If the ordinance penalty amount is \$35.00 or more, add a surcharge of \$35.00. Where the ordinance penalty amount exceeds \$90.00 but does not exceed \$250.00, the "Total Amount Due" is equal to the ordinance penalty amount.

STAT. NO.	TOTAL AMOUNT DUE
7-148	Municipal ordinance NOT related to parking or motor vehicles where the amount of the penalty is \$90.00 or less SEE EXAMPLES 1 and 2 BELOW
7-148C(1)-250	Municipal ordinance NOT related to parking or motor vehicles where the amount of the penalty is greater than \$90.00 but not more than \$250.00 SEE EXAMPLE 3 BELOW

- EXAMPLES:**
- 1-Ordinance penalty amount = \$29.00; Total Amount Due = \$53.00 (\$29.00 + fee \$4.00 + surcharge \$20.00);
 - 2-Ordinance Penalty amount = \$35.00; Total Amount Due = \$75.00 (\$35.00 + fee \$5.00 + surcharge \$35.00);
 - 3-Ordinance penalty amount = \$100.00; Total Amount Due = \$100.00;

Addendum

Points of consideration by Council

Lisa Labella – noted that failure to register can lead to a violation of the ordinance and a fine if homeowner fails to do so. Suggested registering one time being sufficient.

Richard Girourd – suggested registration fee.

Tony D'Aquila suggested addition of fine false alarm to this ordinance. MAJM suggested putting in a separation resolution another month.

**TOWN OF TRUMBULL
NOTICE OF MEETING
BOARD OF FINANCE**

DATE: July 12, 2012
TIME: 7:00 P.M.
PLACE: Council Chambers

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

TOWN TREASURER'S REPORT – John Ponzio

FISCAL YEAR 2011-12 SUPPLEMENTAL APPROPRIATION

07-12-02	Judge John P. Chiota	FROM:	Fund Balance	3,978
		TO:	01010300-522202 Professional Services	1,962
			01010300-545502 Communication – Public Reports	2,016
			Additional costs related to charter revision: legal fees and printing of charter.	

FISCAL YEAR 2011-2012 TRANSFER

07-12-03	Lynn Dellabianca Animal Control	FROM:	01022400-501101 Salary – PT	1,259
		TO:	01022400-501887 Uniform Cleaning	62
			01022400-501105 Salary – OT	344
			01022400-522202 Professional Services	844
			01022400-578804 Refuse Removal	133
			Year end transfers.	

07-12-04	Suzanne Burr-Monaco	FROM:	01013600-501105 Salaries – Overtime	356
			01013600-522205 Program Expense	620
			01013600-534402 Program Supplies	1,204
		TO:	01013600-578801 Service Contract	345
			01013600-501103 Salaries – Seasonal	1,772
			01013600-545501 Legal Notices	633
	01013600-501102 PT/Permanent	120		
	Year end transfers.			

07-12-05	Director of Finance	FROM:	See Attached	
		TO:	Director of Finance Transfers	

DISCUSSION ITEMS

- Year to Date Budget to Actual Report – Expenditures
- Fund Balance

APPROVAL OF MINUTES – June 14, 2012

ADJOURNMENT

Town of Trumbull Treasurer's Report

Cash Balances and Investment Income

Bank	FY2012			12 Months		Prior FY2011	
	Month of June 2012	Year to Date	Year to Date	Jun'11	12 Mths YTD	Jun'11	12 Mths YTD
	Cash Balance Amount at Mo. End	Interest Income	Average Rate / Yield	Interest Income	Interest Income	Prior Yr Rate/Yield	Interest Income
Merrill Lynch							
	Cash	573,039	4	181	66	0.46%	281
	Investments	3,653,697	6,179	92,431	6,388	2.42%	97,690
Janney Investments							
	Cash	241,745	1	11	-	0.05%	-
	CD's	250,035 (2)	89	696	n/a	-	n/a
	Investments	3,522,555	9,935	112,269	6,217	2.79%	6,217
	Total	8,241,071	16,208	205,588	12,671		104,188
STIF							
	Money Fund	3,654,449	359	5,856	628	0.21%	8,429
TD Bank - Investment							
	Money Fund	22,948,273	5,689	73,323	2,820	0.30%	94,923
TD Bank - Tax Collector							
	Money Fund	7,770,519	-	2,412	1,007	0.25%	8,644
Fairfield County Bank							
	Money Fund	377,129	24	402	37	0.12%	1,004
Infinex							
	CD's	1,250,170 (3)	542	5,938	671	0.37%	10,537
	Money Market	306,071	n/a	n/a			
Totals		44,547,682	22,822	293,519	17,834		227,725
Current Year FY12 Budget							
				275,000			

Note:

(1) Includes YTD Accrued Interest

(2) Includes June Accrued Interest

(3) With funds from Infinex Money Market Account (due to matured CD), purchased additional \$250,000 CD on 6/29/12; 50 bps yield, 12 month maturity

TOWN OF TRUMBULL
BOARD OF FINANCE

REQUEST FOR ACTION

DATE: July 12 2012
AGENDA: 7-12-02
AMOUNT: \$3,978.00

2011-2012

(A) APPROPRIATION

FROM: ACCOUNT NO.		
ACCOUNT NAME	Fund Balance	3,978
TO: ACCOUNT NO.	01010300-522202	1,962
ACCOUNT NAME	Professional Services	
TO: ACCOUNT NO.	01010300-545502	2,016
ACCOUNT NAME	Communication – Public Reports	

(B) TRANSFER

FROM: ACCOUNT NO.
ACCOUNT NAME

TO: ACCOUNT NO.
ACCOUNT NAME

(C) SUMMARY OF REQUEST: Additional costs related to charter revision: legal fees and printing of charter.

(D) REQUESTED BY: Judge John P. Chiota

(E) SUPPORTING DATA: SEE ATTACHED.

(F) CONCURRENCE: YES NO NEED ADD'L INFORMATION


TIMOTHY M. HERBST, FIRST SELECTMAN

(G) BOARD OF FINANCE ACTION:

1. APPROVED ___
2. RECOMMENDED TO TOWN COUNCIL ___
3. TABLED ___
4. DENIED ___
5. OTHER ___

FOR 2012 13

	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01 GENERAL FUND							
01 GENERAL GOVERNMENT							
01010300 CHARTER REVISION							
01010300 522201 SVS-CLRC	500	-166	334	333.10	.00	.90	99.7%
01010300 522202 SVS-PROF	0	4,166	4,166	6,128.00	.00	-1,962.00	147.1%*
01010300 545501 COM-LEGAL	1,500	-1,500	0	.00	.00	.00	.0%
01010300 545502 COM-PUB RP	2,500	0	2,500	3,425.26	1,090.00	-2,015.26	180.6%*
TOTAL CHARTER REVISION	4,500	2,500	7,000	9,886.36	1,090.00	-3,976.36	156.8%
TOTAL GENERAL GOVERNMENT	4,500	2,500	7,000	9,886.36	1,090.00	-3,976.36	156.8%
TOTAL GENERAL FUND	4,500	2,500	7,000	9,886.36	1,090.00	-3,976.36	156.8%
TOTAL EXPENSES	4,500	2,500	7,000	9,886.36	1,090.00	-3,976.36	156.8%
GRAND TOTAL	4,500	2,500	7,000	9,886.36	1,090.00	-3,976.36	156.8%

** END OF REPORT - Generated by Maria Pires **



TOWN OF TRUMBULL
TRUMBULL, CT 06611
GENERAL FUND

People's Bank
Municipal Banking

CHECK NO. **075640**
75640

51-7218/2211

VENDOR	CHECK DATE	CHECK AMOUNT
10378	05/17/2012	\$2,898.00

*****2,898 DOLLARS AND NO CENTS

NOT VALID AFTER 60 DAYS

PAY

MASLAN ASSOCIATES P.C.
3 PARKLANDS DRIVE SUITE 207
DARIEN CT 06820

TO THE
ORDER OF:

Margaret Pines
Manager

AUTHORIZED SIGNATURE

⑈075640⑈ ⑆221172186⑆ 012 7010558⑈

75640

TOWN OF TRUMBULL, Trumbull, CT 06611

051712 **075640**

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	NET INVOICE AMOUNT	PO NO.	VOUCHER
09/24/11	3652-2	TOWN CHARTER REVISION	2,898.00		116307

10378 MASLAN ASSOCIATES P.C.

2,898.00

75640

Maslan Associates P.C.
3 Parklands Drive Suite 207
Darien, CT 06820

Ph:203-656-3800

Fax:203-656-1624



Trumbull Town Council
1150 Post Road
Fairfield, CT 06824

September 24, 2011

Attention: Carl A. Massaro, Jr., Chairman

COPY

File #: 10565.02
Inv #: 3652

RE: Trumbull Town Council -- Charter Revision

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Aug-01-11	Preparation for and attendance at Town Council Meeting at Trumbull Town Hall	4.50	810.00	RFM
Aug-02-11	Attend Trumbull Town Council meeting at Trumbull Town Hall	3.00	540.00	RFM
Aug-03-11	Emails with Carl Massaro regarding vote; review draft resolutions	0.30	54.00	RFM
Aug-08-11	Preparation for and attendance at Town Council meeting	2.00	360.00	RFM
Aug-09-11	Revisions to charter revision documents and comparison documents; emails regarding same	1.00	180.00	RFM
Aug-15-11	Telephone conference with Attorney Bromley of Secretary of the State's Office, Elections Division regarding publication of proposed charter revisions; telephone conference with Atty Massaro regarding publication requirements, questions for ballot and related matters	0.30	54.00	RFM
Sep-12-11	Meeting with Carl Massaro regarding technical revisions to final documents	2.00	360.00	RFM
Sep-13-11	Draft explanatory text for Town Clerk; email to Mr Massaro regarding same	2.00	360.00	RFM

Sep-19-11	Draft explanatory text; telephone conference with Carl Massaro regarding same	1.00	180.00	RFM
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Totals	16.10	\$2,898.00		
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Total Fee & Disbursements			<u>\$2,898.00</u>	
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Balance Now Due			<u>\$2,898.00</u> ✓	
------------------------	--	--	---------------------	--

Approved [Signature]

COPY

OK TO PAY

Pay Type _____

Manual line (MTP)

~~#0101000-52202~~

#01010300-52202

10378

[Signature]

Maslan Associates P.C.
30 Old King's Highway South
Darien, CT 06820

Telephone: 203-656-3800 Fax: 203-656-1624

Trumbull Town Council

As at May 7, 2012

Carl A. Massaro, Jr., Chairman
1150 Post Road
Fairfield, CT 06824

Interest Charge To May 7, 2012

COPY

STATEMENT OF ACCOUNT

Bill Date	Matter #	Inv #	Billed	Interest	Paid	Due	Rate	Aging
Sep -24-11	10565.02	3652	2,898.00	280.11	0.00	3,178.11	18.00%	> 120 days
Totals			\$2,898.00	\$280.11	\$0.00	\$3,178.11		

Balance Due and Owing

OK TO PAY
Pay Type _____
\$3,178.11
Mara T King
#01010300-52202

*****YOUR ACCOUNT IS SERIOUSLY DELINQUENT -- PLEASE REMIT*****

If you would like to make your payment by credit or debit card, please complete the form below and return it by fax to 203-656-1624, or call us at 203-656-3800. Thank you.

Please check: Visa _____ MasterCard _____ American Express _____

Account Number: _____ Exp. (Mo./Yr.): _____

Name on Card: _____

Billing Address (if different from above): _____

Amount (if different from Total Balance shown above): _____

Signature: _____

07/06/2012 12:22
mpires

TOWN OF TRUMBULL

PURCHASE ORDER

20121092

BILL TO

TRUMBULL TOWN HALL
5866 MAIN STREET

TRUMBULL , CT 06611

VENDOR

MINUTEMAN PRESS
1700 POST ROAD
HERITAGE SQUARE
FAIRFIELD, CT 06824

SHIP TO

5866 MAIN STREET
TRUMBULL, CT 06611

Tel# 203-254-1947
Fax# 203 254-1413

Delivery Reference
CHARTER RIVISION

DATE VENDOR DATE FREIGHT DEPARTMENT/LOCATION
ORDERED NUMBER REQUIRED METHOD/TERMS

06/20/12 001496 TOWN HALL

LN DESCRIPTION QTY UOM UNIT PRICE NET PRICE

001 PRINT NEW CHARTER - 500 1.00 EA 1090.000 1,090.00
COPIES, ON 8.5X11 DOUBLE
SIDED BOOKLET WITH BLUE
COVER

PO TOTAL 1,090.00

** END OF REPORT - Generated by Maria Pires **

TOWN OF TRUMBULL
BOARD OF FINANCE

REQUEST FOR ACTION

DATE: July 12 2012
AGENDA: 7-12-03
AMOUNT: \$1,321.00

2011-2012

(A) APPROPRIATION []

FROM: ACCOUNT NO.
ACCOUNT NAME

TO: ACCOUNT NO.
ACCOUNT NAME

(B) TRANSFER [X]

FROM: ACCOUNT NO. 01022400-501101 1,259
ACCOUNT NAME Salary – PT

FROM: ACCOUNT NO. 01022400-501887 62
ACCOUNT NAME Uniform Cleaning

TO: ACCOUNT NO. 01022400-501105 344
ACCOUNT NAME Salary – OT

TO: ACCOUNT NO. 01022400-522202 844
ACCOUNT NAME Professional Services

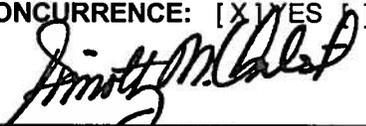
TO: ACCOUNT NO. 01022400-578804 133
ACCOUNT NAME Refuse Removal

(C) SUMMARY OF REQUEST: Year end transfers.

(D) REQUESTED BY: Lynn Dellabianca, Animal Control

(E) SUPPORTING DATA: SEE ATTACHED.

(F) CONCURRENCE: [X] YES [] NO [] NEED ADD'L INFORMATION



TIMOTHY M. HERBST, FIRST SELECTMAN

(G) BOARD OF FINANCE ACTION:

1. APPROVED ___
2. RECOMMENDED TO TOWN COUNCIL ___
3. TABLED ___
4. DENIED ___
5. OTHER ___

07-12-03

07/06/2012 13:53
mpires

TOWN OF TRUMBULL
YEAR-TO-DATE BUDGET REPORT

PG 1
glytdbud

FOR 2012 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMNTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01 GENERAL FUND							
02 PUBLIC SAFETY							
01022400 ANIMAL CONTROL							
01022400 501101 FULL TIME/	53,257	0	53,257	53,461.68	.00	-204.68	100.4%*
01022400 501102 PART TIME/	26,465	0	26,465	25,571.53	.00	893.47	96.6%
01022400 501105 OVERTIME	2,000	0	2,000	2,621.26	.00	-621.26	131.1%*
01022400 501887 UNIFORMCLG	400	0	400	225.50	.00	174.50	56.4%
01022400 501888 UNIFORMALL	600	0	600	556.20	.00	43.80	92.7%
01022400 522202 SVS-PROF	6,500	0	6,500	7,343.55	.00	-843.55	113.0%*
01022400 522203 SVS-ANCLRY	300	0	300		.00	300.00	.0%
01022400 534402 PROGSUPPL	3,750	0	3,750	3,568.51	174.80	6.69	99.8%
01022400 545501 COM-LEGAL	850	0	850	643.80	.00	206.20	75.7%
01022400 556603 PRF DV-INS	150	0	150	150.00	.00	.00	100.0%
01022400 578801 MNTNCE-SV	740	0	740	605.00	110.00	25.00	96.6%
01022400 578802 MNTNCE-EQP	2,760	0	2,760	628.20	.00	2,131.80	22.8%
01022400 578804 MNTNCE-RFS	698	0	698	830.41	.00	-132.41	119.0%*
01022400 581888 CAP OUTLAY	2,885	0	2,885	2,575.00	.00	310.00	89.3%
01022400 590011 UTIL-HEAT	2,274	0	2,274	1,825.56	.00	448.44	80.3%
01022400 590012 UTIL-ELECT	4,321	0	4,321	5,033.82	.00	-712.82	116.5%*
01022400 590013 UTIL-WATER	641	0	641	583.58	.00	57.42	91.0%
01022400 590014 UTIL-PHONE	331	0	331	316.82	.00	14.18	95.7%
TOTAL ANIMAL CONTROL	108,922	0	108,922	106,540.42	284.80	2,096.78	98.1%
TOTAL PUBLIC SAFETY	108,922	0	108,922	106,540.42	284.80	2,096.78	98.1%
TOTAL GENERAL FUND	108,922	0	108,922	106,540.42	284.80	2,096.78	98.1%
TOTAL EXPENSES	108,922	0	108,922	106,540.42	284.80	2,096.78	98.1%
GRAND TOTAL	108,922	0	108,922	106,540.42	284.80	2,096.78	98.1%

** END OF REPORT - Generated by Maria Pires **

Maria Pires

From: Lynn Dellabianca
Sent: Friday, July 06, 2012 8:27 AM
To: Maria Pires
Subject: RE: RE: Transfer

ok with me

From: Maria Pires
Sent: Thu 7/5/2012 4:20 PM
To: Lynn Dellabianca
Cc: pcollier@trumbull-ct.gov
Subject: RE: Transfer

Hi Lynn,

Here are the transfer that I came up with:

From:	#01022400-501101	Salary-PT	\$1,259
	#01022400-501887	Uniform Cleaning	62
	TOTAL		\$1,321
To:	#01022400-501105	Salary-OT	\$ 344
	#01022400-522202	Professional Services	844
	#01022400-578804	Refuse Removal	133
	TOTAL		\$1,321

I will not request transfers for utilities because I usually prepare all of the departments at the same time.

Please reply that you concur.

Thanks

Maria T. Pires
Director of Finance
Town of Trumbull
5866 Main St
Trumbull, CT 06611
203-452-5013 office
203-452-5099 fax

TOWN OF TRUMBULL
BOARD OF FINANCE

REQUEST FOR ACTION

DATE: July 12 2012
AGENDA: 7-12-04
AMOUNT: \$2,525.00

2011-2012

(B) TRANSFER [X]

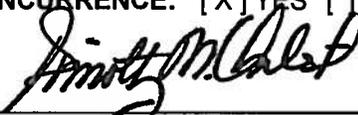
FROM: ACCOUNT NO.	01013600-501105	356
ACCOUNT NAME	Salaries – Overtime	
FROM: ACCOUNT NO.	01013600-522205	620
ACCOUNT NAME	Program Expense	
FROM: ACCOUNT NO.	01013600-534402	1,204
ACCOUNT NAME	Program Supplies	
FROM: ACCOUNT NO.	01013600-578801	345
ACCOUNT NAME	Service Contract	
TO: ACCOUNT NO.	01013600-501103	1,772
ACCOUNT NAME	Salaries – Seasonal	
TO: ACCOUNT NO.	01013600-545501	633
ACCOUNT NAME	Legal Notices	
TO: ACCOUNT NO.	01013600-501102	120
ACCOUNT NAME	PT/Permanent	

(C) SUMMARY OF REQUEST: Year end transfers.

(D) REQUESTED BY: Suzanne Burr-Monaco

(E) SUPPORTING DATA: SEE ATTACHED.

(F) CONCURRENCE: YES NO NEED ADD'L INFORMATION


TIMOTHY M. HERBST, FIRST SELECTMAN

(G) BOARD OF FINANCE ACTION:

1. APPROVED ___
2. RECOMMENDED TO TOWN COUNCIL ___
3. TABLED ___
4. DENIED ___
5. OTHER ___

7-12-04

07/06/2012 12:19
mpires

TOWN OF TRUMBULL
YEAR-TO-DATE BUDGET REPORT

PG 1
glytdbud

FOR 2012 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01 GENERAL FUND							
01 GENERAL GOVERNMENT							
01013600 TOWN CLERK							
01013600 501101 FULL TIME/	171,261	0	171,261	171,887.74	.00	-626.74	100.4%*
01013600 501102 PART TIME/	13,626	0	13,626	13,744.46	.00	-118.46	100.9%*
01013600 501103 SEASONAL/T	2,500	2,855	5,355	7,126.00	.00	-1,771.00	133.1%*
01013600 501105 OVERTIME	3,000	0	3,000	2,643.79	.00	356.21	88.1%
01013600 501106 LONGEVITY	850	0	850	850.00	.00	.00	100.0%
01013600 522204 SVS-CONTRC	22,000	0	22,000	22,000.00	.00	.00	100.0%
01013600 522205 PROGRAMEXP	3,500	0	3,500	2,880.00	.00	620.00	82.3%
01013600 534402 PROGRAM SU	3,200	0	3,200	1,995.50	.00	1,204.50	62.4%
01013600 545501 LEGAL NOTI	2,500	0	2,500	3,132.42	.00	-632.42	125.3%*
01013600 556601 PRF DV-SEM	1,000	0	1,000	924.00	.00	76.00	92.4%
01013600 556602 PROFESSION	595	0	595	505.00	.00	90.00	84.5%
01013600 578801 SERVICE CO	400	0	400	.00	.00	400.00	.0%
01013600 578803 PROGRAM-RE	2,500	0	2,500	2,500.00	.00	.00	100.0%
01013600 598889 STCTFISHGA	0	0	0	10,850.00	.00	-10,850.00	100.0%*
01013600 598890 STCTMAR	0	0	0	2,736.00	.00	-2,736.00	100.0%*
TOTAL TOWN CLERK	226,932	2,855	229,787	243,774.91	.00	-13,987.91	106.1%
TOTAL GENERAL GOVERNMENT	226,932	2,855	229,787	243,774.91	.00	-13,987.91	106.1%
TOTAL GENERAL FUND	226,932	2,855	229,787	243,774.91	.00	-13,987.91	106.1%
TOTAL EXPENSES	226,932	2,855	229,787	243,774.91	.00	-13,987.91	106.1%
GRAND TOTAL	226,932	2,855	229,787	243,774.91	.00	-13,987.91	106.1%

** END OF REPORT - Generated by Maria Pires **

Town of Trumbull

CONNECTICUT



To: Maria T. Pires, Director of Finance

From: Suzanne Burr Monaco, Town Clerk

Re: Transfers

Date: July 3, 2012

Transfer Requests:

From:

01013600-501105 \$ 356.00

01013600-522205 \$ 620.00
Program Expense

01013600-534402 \$1,204.00
Program Supplies

01013600-578801 \$ 345.00
Service Contract

To:

01013600-501103 \$1,772.00
Salaries – Seasonal

01013600-545501 \$ 633.00
Legal Notices

01013600-501102 \$ 120.00
PT/Permanent

TOWN OF TRUMBULL
BOARD OF FINANCE

REQUEST FOR ACTION

DATE: July 12 2012
AGENDA: 7-12-05
AMOUNT: see attached

2011-2012

(A) APPROPRIATION []

FROM: ACCOUNT NO.
ACCOUNT NAME

TO: ACCOUNT NO.
ACCOUNT NAME

(B) TRANSFER [X]

FROM: ACCOUNT NO.
ACCOUNT NAME See Attached

TO: ACCOUNT NO.
ACCOUNT NAME Director of Finance Year End Transfers

(C) SUMMARY OF REQUEST: Director of Finance Year End Transfers

(D) REQUESTED BY: Maria Pires, Director of Finance

(E) SUPPORTING DATA: SEE ATTACHED.

(F) CONCURRENCE: [X] YES [] NO [] NEED ADD'L INFORMATION



TIMOTHY M. HERBST, FIRST SELECTMAN

(G) BOARD OF FINANCE ACTION:

1. APPROVED ___
2. RECOMMENDED TO TOWN COUNCIL ___
3. TABLED ___
4. DENIED ___
5. OTHER ___

FOR 2012 13

	ORIGINAL APPROP	TRANFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01 GENERAL FUND							
01 GENERAL GOVERNMENT							
01010000 TOWN COUNCIL							
01010000 522201 CLERICAL	12,186	0	12,186	12,426.00	.00	-240.00	102.0%*
01010000 522202 PROFESSION	56,032	0	56,032	55,783.15	.00	248.85	99.6%
01010000 545501 LEGAL NOTI	17,000	0	17,000	22,728.70	.00	-5,728.70	133.7%*
TOTAL TOWN COUNCIL	85,218	0	85,218	90,937.85	.00	-5,719.85	106.7%
01010100 THE TRUMBULL NATURE COMMISSION							
01010100 522201 SVS-CLRC	780	0	780	660.00	.00	120.00	84.6%
01010100 578801 MNINCE-SV	112	0	112	109.28	.00	2.72	97.6%
01010100 590011 UTIL-HEAT	3,182	0	3,182	2,115.21	.00	1,066.79	66.5%
01010100 590012 UTIL-ELECT	1,720	0	1,720	1,033.19	.00	686.81	60.1%
01010100 590013 UTIL-WATER	686	0	686	239.77	.00	446.23	35.0%
01010100 590014 UTIL-PHONE	760	0	760	1,613.31	.00	-853.31	212.3%*
TOTAL THE TRUMBULL NATURE COMMISSION	7,240	0	7,240	5,770.76	.00	1,469.24	79.7%
01010200 ETHICS COMMISSION							
01010200 522201 CLERICAL F	120	0	120	.00	.00	120.00	.0%
TOTAL ETHICS COMMISSION	120	0	120	.00	.00	120.00	.0%
01010300 CHARTER REVISION							
01010300 522201 SVS-CLRC	500	-166	334	333.10	.00	.90	99.7%
01010300 522202 SVS-PROF	0	4,166	4,166	6,128.00	.00	-1,962.00	147.1%*
01010300 545501 COM-LEGAL	1,500	-1,500	0	.00	.00	.00	.0%

FOR 2012 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01010300 545502 COM-PUB RP	2,500	0	2,500	3,425.26	1,090.00	-2,015.26	180.6%*
TOTAL CHARTER REVISION	4,500	2,500	7,000	9,886.36	1,090.00	-3,976.36	156.8%

01010400 FIRST SELECTMAN							
01010400 501101 FULL TIME/	225,560	17,274	242,834	242,833.40	.00	.60	100.0%
01010400 501102 SAL-PT/PER	20,888	-17,274	3,614	3,188.88	.00	425.12	88.2%
01010400 556601 PRF DV-SEM	3,000	0	3,000	1,700.76	.00	1,299.24	56.7%
01010400 567704 EXPENSE AC	3,500	0	3,500	2,927.56	.00	572.44	83.6%
TOTAL FIRST SELECTMAN	252,948	0	252,948	250,650.60	.00	2,297.40	99.1%

01010600 PROBATE							
01010600 522203 ANCILLARY	2,832	0	2,832	2,832.00	.00	.00	100.0%
01010600 534401 OFFICE SUP	1,586	0	1,586	1,586.00	.00	.00	100.0%
01010600 545504 POSTAGE	2,718	0	2,718	2,718.00	.00	.00	100.0%
01010600 556602 PRF DV-PRF	2,039	0	2,039	2,039.00	.00	.00	100.0%
01010600 556604 PRF DV-PUB	736	0	736	736.00	.00	.00	100.0%
01010600 589901 ANNUAL REN	1,529	0	1,529	1,529.00	.00	.00	100.0%
01010600 590014 TELEPHONE	1,981	0	1,981	1,981.00	.00	.00	100.0%
TOTAL PROBATE	13,421	0	13,421	13,421.00	.00	.00	100.0%

01010800 ELECTIONS							
01010800 501101 FULL TIME/	46,234	0	46,234	51,304.44	.00	-5,070.44	111.0%*
01010800 501102 SAL-PT/PER	17,710	0	17,710	17,778.28	.00	-68.28	100.4%*
01010800 501105 OVERTIME	1,062	0	1,062	1,858.67	.00	-796.67	175.0%*
01010800 522202 PROFESSION	4,750	181	4,931	4,930.81	.00	.19	100.0%
01010800 522203 ANCILLARY	37,670	0	37,670	32,165.00	.00	5,505.00	85.4%
01010800 522205 PROGRAMEXP	14,349	4,000	18,349	14,932.84	.00	3,416.16	81.4%
01010800 534402 PROGRAM SU	6,480	0	6,480	5,981.46	.00	498.54	92.3%
01010800 545501 LEGAL NOTI	325	0	325	325.00	.00	.00	100.0%
01010800 545504 POSTAGE	3,910	-191	3,719	3,304.50	.00	414.50	88.9%
01010800 556601 PRF DV-SEM	360	10	370	369.97	.00	.03	100.0%
01010800 556602 PRF DV-PRF	150	0	150	130.00	.00	20.00	86.7%

FOR 2012 13

	ORIGINAL APPROP	TRANFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01010800 556605 PRF DV-TRP	332	0	332	59.94	.00	272.06	18.1%
01010800 578801 MNTNCE-SV	4,802	-4,000	802	.00	.00	802.00	.0%
01010800 590014 TELEPHONE	4,340	0	4,340	3,500.00	.00	840.00	80.6%
TOTAL ELECTIONS	142,474	0	142,474	136,315.91	.00	6,158.09	95.7%

01011000 FINANCE DEPARTMENT							
01011000 501101 FULL TIME/	457,862	-1,976	455,886	457,818.49	.00	-1,932.49	100.4%*
01011000 501102 PART TIME/	50,700	0	50,700	49,779.69	.00	920.31	98.2%
01011000 501103 SAL-SEASON	0	1,976	1,976	1,975.44	.00	.56	100.0%
01011000 501105 OVERTIME	1,000	-550	450	7.55	.00	442.45	1.7%
01011000 501106 LONGEVITY	825	-113	712	625.00	.00	87.00	87.8%
01011000 556601 PRF DV-SEM	2,000	-1,430	570	460.00	.00	110.00	80.7%
01011000 556602 PRF DV-PRF	470	0	470	380.00	.00	90.00	80.9%
01011000 556603 PRF DV-INS	3,000	1,950	4,950	4,916.55	.00	33.45	99.3%
01011000 556604 PRF DV-PUB	300	143	443	442.81	.00	.19	100.0%
01011000 567704 TRNSP-EXP	300	0	300	285.92	.00	14.08	95.3%
TOTAL FINANCE DEPARTMENT	516,457	0	516,457	516,691.45	.00	-234.45	100.0%

01011400 BOARD OF FINANCE							
01011400 501101 FULL TIME/	69,915	0	69,915	68,537.09	.00	1,377.91	98.0%
01011400 522201 CLERICAL F	3,125	-850	2,275	2,125.00	.00	150.00	93.4%
01011400 545501 LEGAL NOTI	1,000	850	1,850	1,839.50	.00	10.50	99.4%
01011400 556602 PRF DV-PRF	140	0	140	110.00	.00	30.00	78.6%
TOTAL BOARD OF FINANCE	74,180	0	74,180	72,611.59	.00	1,568.41	97.9%

01011600 TAX ASSESSOR							
01011600 501101 FULL TIME/	230,542	0	230,542	238,826.09	.00	-8,284.09	103.6%*
01011600 501102 SAL-PT/PER	31,180	0	31,180	31,043.47	.00	136.53	99.6%
01011600 501105 SAL-OVRTIM	5,000	0	5,000	3,370.00	.00	1,630.00	67.4%
01011600 522202 PROFESSION	9,900	0	9,900	9,900.00	.00	.00	100.0%
01011600 522204 SVS-CONTRC	18,850	0	18,850	18,175.00	.00	675.00	96.4%
01011600 534402 PROGRAM SU	560	0	560	77.42	.00	482.58	13.8%

FOR 2012 13

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01011600 545501 LEGAL NOTI	200	7	207	206.74	.00	.26	99.9%
01011600 556601 PRF DV-SEM	4,935	-7	4,928	4,719.50	.00	208.50	95.8%
01011600 556602 PRF DV-PRF	345	0	345	325.00	.00	20.00	94.2%
01011600 581888 CAPITAL OU	154,500	0	154,500	144,181.21	5,000.00	5,318.79	96.6%
TOTAL TAX ASSESSOR	456,012	0	456,012	450,824.43	5,000.00	187.57	100.0%
01011800 BOARD OF ASSESSMENT APPEALS							
01011800 522201 CLERICAL F	6,275	0	6,275	2,131.33	.00	4,143.67	34.0%
01011800 545501 LEGAL NOTI	650	0	650	201.44	.00	448.56	31.0%
01011800 556601 PRF DV-SEM	200	0	200	.00	.00	200.00	.0%
TOTAL BOARD OF ASSESSMENT APPEALS	7,125	0	7,125	2,332.77	.00	4,792.23	32.7%
01012000 TAX COLLECTOR							
01012000 501101 FULL TIME/	262,425	0	262,425	269,519.81	.00	-7,094.81	102.7%*
01012000 501102 PART TIME/	15,210	0	15,210	14,425.18	.00	784.82	94.8%
01012000 501105 OVERTIME	0	0	0	3,672.12	.00	-3,672.12	100.0%*
01012000 501106 LONGEVITY	425	0	425	425.00	.00	.00	100.0%
01012000 522203 SVS-ANCLRY	11,200	0	11,200	11,063.28	.00	136.72	98.8%
01012000 522204 SVS-CONTRC	17,146	0	17,146	5,538.54	.00	11,607.46	32.3%
01012000 534401 OFFICE SUP	10,000	0	10,000	5,557.92	.00	4,442.08	55.6%
01012000 545501 LEGAL NOTI	3,750	0	3,750	2,110.16	.00	1,639.84	56.3%
01012000 545504 POSTAGE	18,690	0	18,690	14,664.80	.00	4,025.20	78.5%
01012000 556601 PRF DV-SEM	550	0	550	346.00	.00	204.00	62.9%
01012000 556602 PRF DV-PRF	240	0	240	175.00	.00	65.00	72.9%
01012000 556604 PRF DV-PUB	278	0	278	.00	.00	278.00	.0%
01012000 581888 CAP OUTLAY	8,000	0	8,000	.00	.00	8,000.00	.0%
TOTAL TAX COLLECTOR	347,914	0	347,914	327,497.81	.00	20,416.19	94.1%
01012200 PURCHASING							
01012200 501101 FULL TIME/	72,979	0	72,979	73,251.37	.00	-272.37	100.4%*
01012200 501106 LONGEVITY	200	0	200	200.00	.00	.00	100.0%
01012200 545501 LEGAL NOTI	4,000	-60	3,940	8,154.32	.00	-4,214.32	207.0%*

FOR 2012 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01012200 556601 PRF DV-SEM	100	30	130	130.00	.00	.00	100.0%
01012200 556602 PRF DV-PRF	30	30	60	60.00	.00	.00	100.0%
TOTAL PURCHASING	77,309	0	77,309	81,795.69	.00	-4,486.69	105.8%

01012400 TREASURER							
01012400 501101 FULL TIME/	21,432	0	21,432	21,507.98	.00	-75.98	100.4%*
TOTAL TREASURER	21,432	0	21,432	21,507.98	.00	-75.98	100.4%

01012600 TECHNOLOGY							
01012600 501101 FULL TIME/	150,390	-74,877	75,513	76,918.33	.00	-1,405.33	101.9%*
01012600 501102 SAL-PT/PER	24,103	0	24,103	23,387.63	.00	715.37	97.0%
01012600 501105 OVERTIME	1,000	977	1,977	1,976.37	.00	.63	100.0%
01012600 522202 PROFESSION	5,700	10,900	16,600	16,500.00	.00	100.00	99.4%
01012600 522204 CONTRACTUA	150,140	0	150,140	149,153.18	.00	986.82	99.3%
01012600 556601 PRF DV-SEM	0	100	100	96.65	.00	3.35	96.7%
01012600 556602 PRF DV-PRF	225	-100	125	.00	.00	125.00	.0%
01012600 578802 EQUIPMENT/	5,000	0	5,000	336.99	3,164.89	1,498.12	70.0%
01012600 581888 CAP OUTLAY	112,000	63,000	175,000	143,185.88	27,542.02	4,272.10	97.6%
TOTAL TECHNOLOGY	448,558	0	448,558	411,555.03	30,706.91	6,296.06	98.6%

01012800 TOWN ATTORNEYS							
01012800 522202 PROFESSION	300,000	0	300,000	300,000.00	.00	.00	100.0%
TOTAL TOWN ATTORNEYS	300,000	0	300,000	300,000.00	.00	.00	100.0%

01013000 HUMAN RESOURCES							
01013000 501101 FULL TIME/	112,969	0	112,969	113,374.11	.00	-405.11	100.4%*
01013000 501105 SAL-OVERTIM	0	387	387	386.90	.00	.10	100.0%
01013000 501106 LONGEVITY	200	0	200	200.00	.00	.00	100.0%

FOR 2012 13

	ORIGINAL APPROP	TRANFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01013000 522201 CLERICAL F	420	0	420	240.00	.00	180.00	57.1%
01013000 522202 PROFESSION	77,150	0	77,150	63,140.94	.00	14,009.06	81.8%
01013000 522203 SVS-ANCLRY	3,000	-387	2,613	399.55	.00	2,213.45	15.3%
01013000 545501 LEGAL NOTI	5,500	0	5,500	5,260.42	.00	239.58	95.6%
01013000 556602 PRF DV-PRF	175	0	175	91.00	.00	84.00	52.0%
01013000 556604 PRF DV-PUB	560	0	560	229.65	.00	330.35	41.0%
TOTAL HUMAN RESOURCES	199,974	0	199,974	183,322.57	.00	16,651.43	91.7%

01013400 EMPLOYEE BENEFITS							
01013400 511150 FRNGE-FICA	1,464,890	4,080	1,468,970	1,472,636.71	.00	-3,666.71	100.2%*
01013400 511151 FRNGE-M/D	4,649,671	10,680	4,660,351	4,649,548.65	.00	10,802.35	99.8%*
01013400 511152 FRNGE-WC	728,086	0	728,086	1,209,403.95	.00	-481,317.95	166.1%*
01013400 511153 FRNGE-UN	30,000	0	30,000	109,195.00	.00	-79,195.00	364.0%*
01013400 511154 FB-MEDADM	16,000	0	16,000	13,187.63	.00	2,812.37	82.4%
01013400 511155 FRNGE-LIF	46,100	0	46,100	42,686.99	.00	3,413.01	92.6%
01013400 511159 FRNGE-CLE	600	0	600	42,240.00	.00	360.00	40.0%
01013400 522106 PENS-POL	1,450,000	0	1,450,000	1,450,000.00	.00	.00	100.0%
01013400 522107 PEN-TN&E	3,000,000	0	3,000,000	3,000,000.00	.00	.00	100.0%
01013400 522108 POLRETMED	38,000	0	38,000	38,000.00	.00	.00	100.0%
01013400 522110 DEFCONTR	28,800	0	28,800	12,274.39	.00	16,525.61	42.6%
01013400 522202 SVS-PROF	25,000	0	25,000	23,231.45	.00	1,768.55	92.9%
TOTAL EMPLOYEE BENEFITS	11,477,147	14,760	11,491,907	12,020,404.77	.00	-528,497.77	104.6%

01013600 TOWN CLERK							
01013600 501101 FULL TIME/	171,261	0	171,261	171,887.74	.00	-626.74	100.4%*
01013600 501102 PART TIME/	13,626	0	13,626	13,744.46	.00	-118.46	100.9%*
01013600 501103 SEASONAL/T	2,500	2,855	5,355	7,126.00	.00	-1,771.00	133.1%*
01013600 501105 OVERTIME	3,000	0	3,000	2,643.79	.00	356.21	88.1%
01013600 501106 LONGEVITY	850	0	850	850.00	.00	.00	100.0%
01013600 522204 SVS-CONTRC	22,000	0	22,000	22,000.00	.00	.00	100.0%
01013600 522205 PROGRAMEXP	3,500	0	3,500	2,880.00	.00	620.00	82.3%
01013600 534402 PROGRAM SU	3,200	0	3,200	1,995.50	.00	1,204.50	62.4%*
01013600 545501 LEGAL NOTI	2,500	0	2,500	3,132.42	.00	-632.42	125.3%*
01013600 556601 PRF DV-SEM	1,000	0	1,000	924.00	.00	76.00	92.4%*
01013600 556602 PROFESSION	595	0	595	505.00	.00	90.00	84.9%*
01013600 578801 SERVICE CO	400	0	400	.00	.00	400.00	.0%

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	ORIGINAL APPROP	TRANFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01013600 578803 PROGRAM-RE	2,500	0	2,500	2,500.00	.00	.00	100.0%
01013600 598889 STCTFISHGA	0	0	0	10,850.00	.00	-10,850.00	100.0%*
01013600 598890 STCTWAR	0	0	0	2,736.00	.00	-2,736.00	100.0%*
TOTAL TOWN CLERK	226,932	2,855	229,787	243,774.91	.00	-13,987.91	106.1%

01013800 TOWN HALL							
01013800 501116 CONTINGENC	240,300	0	240,300	2,250.00	.00	238,050.00	.9%
01013800 511160 P&L INS	837,924	0	837,924	946,586.77	.00	-108,662.77	113.0%*
01013800 522202 PROFESSION	3,000	78,587	81,587	.00	78,587.00	3,000.00	96.3%
01013800 522205 PROGRAM EX	20,000	0	20,000	12,690.66	.00	7,309.34	63.5%
01013800 522208 CONTRIBUT	16,250	0	16,250	36,100.00	.00	13,150.00	199.1%
01013800 534401 OFFICE SUP	36,000	644	36,644	36,139.47	504.52	.01	100.0%
01013800 534402 PROGRAM SU	1,500	-644	856	482.08	.00	373.92	56.3%
01013800 534403 MTLs-CLNG	1,500	0	1,500	1,238.41	.00	261.59	82.6%
01013800 545502 PUBLIC REP	2,000	0	2,000	.00	.00	2,000.00	.0%
01013800 545504 POSTAGE	39,000	0	39,000	39,813.20	.00	-813.20	102.1%*
01013800 578801 SERVICE CO	9,493	0	9,493	7,100.92	110.00	2,282.08	76.0%
01013800 578804 REFUSE REM	2,093	0	2,093	2,165.96	.00	-72.96	103.5%*
01013800 581888 CAPITAL OU	5,000	0	5,000	1,735.00	2,996.28	268.72	94.6%
01013800 581889 CAP&NONREC	20,000	0	20,000	20,000.00	.00	.00	100.0%
01013800 589901 ANNUAL REN	4,500	0	4,500	2,346.66	.00	2,153.34	52.1%
01013800 590011 HEAT	14,076	0	14,076	10,126.43	.00	3,949.57	71.9%
01013800 590012 ELECTRICIT	84,097	0	84,097	66,917.09	.00	17,179.91	79.6%
01013800 590013 WATER	2,196	0	2,196	2,039.86	.00	156.14	92.9%
01013800 590014 TELEPHONE	111,954	0	111,954	128,465.51	.00	-16,511.51	114.7%*
TOTAL TOWN HALL	1,450,883	78,587	1,529,470	1,283,198.02	82,197.80	164,074.18	89.3%

01014200 PLANNING AND ZONING							
01014200 501101 FULL TIME/	126,162	-60,914	65,248	65,246.41	.00	1.59	100.0%
01014200 501102 PART TIME/	54,203	21,605	75,808	72,595.91	.00	3,212.09	95.8%
01014200 501105 OVERTIME	3,000	-35	2,965	2,852.55	.00	112.45	96.2%
01014200 501106 LONGEVITY	425	0	425	425.00	.00	.00	100.0%
01014200 522201 SVS-CLRC	2,000	-1,940	60	60.00	.00	.00	100.0%
01014200 522202 SVS-PROF	0	48,197	48,197	1,426.30	46,500.00	270.70	99.4%
01014200 522205 PROG EXP	17,979	0	17,979	11,149.30	6,825.00	4.70	100.0%
01014200 545501 LEGAL NOTI	15,000	-6,338	8,662	8,289.54	.00	372.46	95.7%

FOR 2012 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01014200 545502 COM-PUB RP	50	-50	0	.00	.00	.00	.0%
01014200 556601 PRF DV-SEM	250	-175	75	75.00	.00	.00	100.0%
01014200 556602 PRF DV-PRF	400	-350	50	50.00	.00	.00	100.0%
TOTAL PLANNING AND ZONING	219,469	0	219,469	162,170.01	53,325.00	3,973.99	98.2%

01014400 ZONING BOARD OF APPEALS							
01014400 545501 LEGAL NOTI	7,000	0	7,000	11,829.34	.00	-4,829.34	169.0%*
01014400 556601 PRF DV-SEM	150	0	150	.00	.00	150.00	.0%
TOTAL ZONING BOARD OF APPEALS	7,150	0	7,150	11,829.34	.00	-4,679.34	165.4%

01014600 ECONOMIC DEVELOPMENT							
01014600 501101 SAL-FT/PER	0	53,336	53,336	16,076.90	.00	37,259.10	30.1%
01014600 522202 SVS-PROF	80,000	-53,336	26,664	.00	.00	26,664.00	.0%
01014600 522205 PROG EXP	6,300	302	6,602	6,601.50	.00	.50	100.0%
01014600 534401 MTLN-OFFICE	1,300	0	1,300	280.99	2.00	17.01	94.3%
01014600 534402 PROGSUPPL	1,800	0	1,800	310.00	1,228.00	262.00	85.4%
01014600 545503 COM-PUB RL	10,000	0	10,000	5,521.78	.00	4,478.22	55.2%
01014600 545504 COM-PSTAGE	500	-302	198	.00	.00	198.00	.0%
01014600 556601 PRF DV-SEM	500	0	500	40.00	.00	460.00	8.0%
01014600 556602 PRF DV-PRF	400	0	400	100.00	.00	300.00	25.0%
01014600 567703 TRNSP-TRV	1,000	0	1,000	.00	.00	1,000.00	.0%
TOTAL ECONOMIC DEVELOPMENT	100,800	0	100,800	28,931.17	1,230.00	70,638.83	29.9%

01014800 INLAND WETLANDS COMMISSION							
01014800 522201 CLERICAL F	1,500	0	1,500	471.02	.00	1,028.98	31.4%
01014800 534401 MTLN-OFFICE	200	0	200	159.39	.00	40.61	79.7%
01014800 534402 PROGRAM SU	75	0	75	50.00	.00	25.00	66.7%
01014800 545501 LEGAL NOTI	8,000	0	8,000	5,265.64	.00	2,734.36	65.8%
01014800 556601 SEMINARS/C	500	0	500	115.00	65.00	320.00	36.0%
01014800 556604 PUBLICATIO	100	0	100	.00	.00	100.00	.0%
TOTAL INLAND WETLANDS COMMISSION	10,375	0	10,375	6,061.05	65.00	4,248.95	59.0%

01015000 RECYCLING COMMISSION							

FOR 2012 13

	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01015000 522205 PROG EXP	1,250	0	1,250	1,024.00	215.00	11.00	99.1%
01015000 534402 MTLs-PROG	1,400	0	1,400	1,409.27	.00	-9.27	100.7%*
TOTAL RECYCLING COMMISSION	2,650	0	2,650	2,433.27	215.00	1.73	99.9%

01015400 CONSERVATION COMMISSION							
01015400 522201 SVS-CLRC	600	-119	481	432.00	.00	49.00	89.8%
01015400 545502 COM-PUB RP	75	0	0	.00	.00	.00	.0%
01015400 545503 COM-PUB RL	0	154	154	154.00	.00	.00	100.0%
01015400 556601 PRF DV-SEM	100	40	140	140.00	.00	.00	100.0%
TOTAL CONSERVATION COMMISSION	775	0	775	726.00	.00	49.00	93.7%

01015600 CLEAN ENERGY FUND							
01015600 522205 PROG EXP	1,600	0	1,600	1,599.84	.00	.16	100.0%
TOTAL CLEAN ENERGY FUND	1,600	0	1,600	1,599.84	.00	.16	100.0%

01015800 TRANSIT DISTRICT							
01015800 522205 PROGRAM EX	44,084	0	44,084	44,084.00	.00	.00	100.0%
TOTAL TRANSIT DISTRICT	44,084	0	44,084	44,084.00	.00	.00	100.0%
TOTAL GENERAL GOVERNMENT	16,496,747	98,702	16,595,449	16,680,334.18	173,829.71	-258,714.89	101.6%

02 PUBLIC SAFETY							
01022000 POLICE							
01022000 501101 FULL TIME/	5,742,351	0	5,742,351	5,739,759.01	.00	2,591.99	100.0%
01022000 501102 PART TIME/	55,918	0	55,918	31,841.09	.00	24,076.91	56.9%

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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01022000 501103	0	0	0	14,572.50	.00	-14,572.50	100.0%*
01022000 501104	47,702	0	47,702	31,962.01	.00	15,739.99	67.0%
01022000 501105	468,000	0	468,000	652,947.25	.00	-184,947.25	139.5%*
01022000 501106	22,450	0	22,450	21,569.69	.00	880.31	96.1%
01022000 501109	21,400	0	21,400	20,500.00	.00	900.00	95.8%
01022000 501112	42,504	0	42,504	45,502.92	.00	-2,998.92	107.1%*
01022000 501113	260,980	0	260,980	252,668.37	.00	8,311.63	96.8%
01022000 501114	80,000	0	80,000	85,217.97	.00	-5,217.97	106.5%*
01022000 501887	16,500	0	16,500	11,447.72	.00	5,052.28	69.4%
01022000 501888	44,000	0	44,000	36,779.85	472.00	6,748.15	84.7%
01022000 522203	13,500	0	13,500	13,224.21	.00	275.79	98.0%
01022000 534401	14,000	0	14,000	14,512.36	.00	-512.36	103.7%*
01022000 534402	36,036	0	36,036	28,480.68	1,199.00	6,356.32	82.4%
01022000 534403	5,562	0	5,562	5,624.97	.00	-62.97	101.1%*
01022000 545503	2,500	0	2,500	2,539.99	.00	-39.99	101.6%*
01022000 556602	1,400	0	1,400	1,515.00	.00	-115.00	108.2%*
01022000 556603	26,577	0	26,577	23,592.92	.00	2,984.08	88.8%
01022000 567704	500	0	500	182.97	.00	317.03	36.6%
01022000 578801	11,700	0	11,700	12,342.77	.00	-642.77	105.5%*
01022000 578803	114,100	0	114,100	101,691.98	258.00	12,150.02	89.4%*
01022000 578804	6,000	0	6,000	6,065.31	.00	-65.31	101.1%*
01022000 578804	2,093	0	2,093	1,826.99	.00	266.01	87.3%
01022000 581888	155,920	4,588	160,508	159,404.38	.00	1,103.62	99.3%
01022000 589901	5,000	0	5,000	3,569.60	.00	1,430.40	71.4%
01022000 590011	5,426	0	5,426	3,384.39	.00	2,041.61	62.4%
01022000 590012	100,013	0	100,013	83,987.28	.00	16,025.72	84.0%*
01022000 590013	2,933	0	2,933	2,933.60	.00	-	100.0%*
01022000 590014	17,409	0	17,409	16,359.77	.00	1,049.23	94.0%*
01022000 590015	8,100	0	8,100	8,418.52	.00	-318.52	103.9%*
TOTAL POLICE	7,330,574	4,588	7,335,162	7,434,426.07	1,929.00	-101,193.07	101.4%
01022400 ANIMAL CONTROL							
01022400 501101	53,257	0	53,257	53,461.68	.00	-204.68	100.4%*
01022400 501102	26,465	0	26,465	25,571.53	.00	893.47	96.6%
01022400 501105	2,000	0	2,000	2,621.26	.00	-621.26	131.1%*
01022400 501887	400	0	400	225.50	.00	174.50	56.4%
01022400 501888	600	0	600	556.20	.00	43.80	92.7%
01022400 522202	6,500	0	6,500	7,343.55	.00	-843.55	113.0%*
01022400 522203	300	0	300	.00	.00	300.00	0.0%
01022400 534402	3,750	0	3,750	3,568.51	174.80	6.69	99.8%

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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01022400 545501 COM-LEGAL	850	0	850	643.80	.00	206.20	75.7%
01022400 556603 PRF DV-INS	150	0	150	150.00	.00	.00	100.0%
01022400 578801 MNINCE-SV	740	0	740	605.00	110.00	25.00	96.6%
01022400 578802 MNINCE-EOP	2,760	0	2,760	628.20	.00	2,131.80	22.8%
01022400 578804 MNINCE-RFS	698	0	698	830.41	.00	-132.41	119.0%*
01022400 581888 CAP OUTLAY	2,885	0	2,885	2,575.00	.00	310.00	89.3%
01022400 590011 UTIL-HEAT	2,274	0	2,274	1,825.56	.00	448.44	80.3%
01022400 590012 UTIL-ELECT	4,321	0	4,321	5,033.82	.00	-712.82	116.5%*
01022400 590013 UTIL-WATER	641	0	641	583.58	.00	57.42	91.0%
01022400 590014 UTIL-PHONE	331	0	331	316.82	.00	14.18	95.7%
TOTAL ANIMAL CONTROL	108,922	0	108,922	106,540.42	284.80	2,096.78	98.1%
01022500 CENTRAL EMRGNCY DISPATCH COMM							
01022500 522201 SVS-CLRC	0	600	600	480.00	.00	120.00	80.0%
TOTAL CENTRAL EMRGNCY DISPATCH COMM	0	600	600	480.00	.00	120.00	80.0%
01022600 EMERGENCY MEDICAL SERVICES							
01022600 501101 FULL TIME/	49,918	0	49,918	50,107.47	.00	-189.47	100.4%*
01022600 501102 PART TIME/	234,000	0	234,000	198,577.88	.00	35,422.12	84.9%
01022600 501105 OVERTIME	1,200	0	1,200	1,315.39	.00	-115.39	109.6%*
01022600 501888 UNIFORM AL	4,000	0	4,000	1,732.25	2,025.00	242.75	93.5%
01022600 522202 PROFESSION	393,465	0	393,465	393,204.88	.00	260.12	99.9%
01022600 522203 ANCILLARY	55,865	0	55,865	36,161.52	.00	19,703.48	64.7%
01022600 534401 OFFICE SUP	1,250	0	1,250	674.85	.00	575.15	54.0%
01022600 534402 PROGRAM SU	38,190	-2,712	35,478	27,511.96	1,044.83	6,921.21	80.5%
01022600 534403 MTLs-CLNG	400	0	400	14.87	.00	385.13	3.7%
01022600 545503 PUBLIC REL	1,500	0	1,500	750.00	.00	750.00	50.0%
01022600 556601 PRF DV-SEM	1,000	0	1,000	350.00	.00	650.00	35.0%
01022600 556603 PRF DV-INS	8,765	0	8,765	2,870.00	.00	5,895.00	32.7%
01022600 567703 TRNSP-TRV	750	0	750	393.39	.00	356.61	52.5%
01022600 578801 SERVICE CO	955	0	955	797.00	.00	158.00	83.5%
01022600 578802 EQUIPMENT/	5,500	0	5,500	1,716.47	.00	3,783.53	31.2%
01022600 578804 REFUSE REM	698	0	698	664.32	.00	33.68	95.2%
01022600 581888 CAPITAL OU	128,429	2,712	131,141	57,054.65	69,607.36	4,478.99	96.6%
01022600 589901 ANNUAL REN	2,780	0	2,780	2,232.50	.00	547.50	80.3%
01022600 590011 HEAT	6,498	0	6,498	4,719.02	.00	1,778.98	72.6%

FOR 2012 13

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMNTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01022600 590012 ELECTRICIT	13,036	0	13,036	9,910.77	.00	3,125.23	76.0%
01022600 590013 WATER	1,097	0	1,097	937.34	.00	159.66	85.4%
01022600 590014 TELEPHONE	2,319	0	2,319	1,900.83	.00	418.17	82.0%
TOTAL EMERGENCY MEDICAL SERVICES	951,615	0	951,615	793,597.36	72,677.19	85,340.45	91.0%

01022800 FIRE MARSHAL							
01022800 501101 FULL TIME/	248,381	0	248,381	249,310.54	.00	-929.54	100.4%*
01022800 501102 PART TIME/	22,055	0	22,055	25,869.52	.00	-3,814.52	117.3%*
01022800 501105 OVERTIME	8,000	0	8,000	10,978.15	.00	-2,978.15	137.2%*
01022800 501887 UNIFORMCLG	700	0	700	607.65	.00	92.35	86.8%
01022800 501888 UNIFORMALL	3,000	0	3,000	2,320.15	679.60	.25	100.0%
01022800 522203 ANCILLARY	200	0	200	182.05	.00	17.95	91.0%
01022800 522205 PROGRAM EX	200	0	200	199.99	.00	.01	100.0%
01022800 534401 MTL5-OFFCE	500	0	500	412.35	63.79	23.86	95.2%
01022800 534402 PROGRAM SU	800	0	800	222.08	544.66	33.26	95.8%
01022800 556601 PRF DV-SEM	1,800	0	1,800	1,695.00	.00	105.00	94.2%
01022800 556602 PRF DV-PRF	1,500	0	1,500	1,495.00	.00	5.00	99.7%
01022800 556604 PRF DV-PUB	1,200	0	1,200	868.00	322.55	9.45	99.2%
01022800 578802 EQUIPMENT/	1,000	0	1,000	889.80	110.00	.20	100.0%
01022800 581888 CAPITAL OU	2,400	0	2,400	2,084.00	316.00	.00	100.0%
01022800 589901 RNTLS-A/LS	7,700	0	7,700	7,508.17	61.57	130.26	98.3%
01022800 590014 TELEPHONE	2,938	0	2,938	3,223.22	.00	-285.22	109.7%*
TOTAL FIRE MARSHAL	302,374	0	302,374	307,865.67	2,098.17	-7,589.84	102.5%

01022824 FIRE MARSHAL-FIRE HYDRANTS							
01022824 590016 UTIL-FIRE	1,254,110	0	1,254,110	921,028.69	.00	333,081.31	73.4%
TOTAL FIRE MARSHAL-FIRE HYDRANTS	1,254,110	0	1,254,110	921,028.69	.00	333,081.31	73.4%

01023200 BUILDING OFFICIAL							
01023200 501101 FULL TIME/	317,651	-51,984	265,667	260,171.17	.00	5,495.83	97.9%
01023200 501102 PART TIME/	24,180	16,061	40,241	39,670.68	.00	570.32	98.6%
01023200 501105 OVERTIME	5,000	0	5,000	4,363.69	.00	636.31	87.3%

FOR 2012 13

	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01023200 501106 LONGEVITY	425	0	425	425.00	.00	.00	100.0%
01023200 501888 UNIFORM AL	300	0	300	263.29	.00	36.71	87.8%
01023200 522204 CONTRACTUA	250	0	250	.00	70.00	180.00	28.0%
01023200 534401 OFFICE SUP	1,535	0	1,535	1,475.87	.00	59.13	96.1%
01023200 545501 LEGAL NOTI	75	0	75	.00	.00	75.00	0%
01023200 556601 SEMINARS/C	300	0	300	190.00	.00	110.00	63.3%
01023200 556602 PROFESSION	375	2	377	377.00	.00	.00	100.0%
01023200 556604 PUBLICATIO	825	-2	823	750.42	.00	72.58	91.2%
01023200 578801 MNTNCE-SV	2,392	0	2,392	2,392.00	.00	.00	100.0%
01023200 581888 CAPITAL OU	4,733	35,923	40,656	4,733.25	33,220.51	2,702.24	93.4%
TOTAL BUILDING OFFICIAL	358,041	0	358,041	314,812.37	33,290.51	9,938.12	97.2%
01023400 EMERGENCY MANAGEMENT							
01023400 501102 SAL-PT/PER	34,080	0	34,080	40,670.47	.00	-6,590.47	119.3%*
01023400 501105 SAL-OVRTIM	19,689	0	19,689	17,113.15	.00	2,575.85	86.9%
01023400 501888 UNIFORMALL	600	0	600	1,466.00	.00	-866.00	244.3%*
01023400 534402 PROGSUPPL	2,000	0	2,000	1,525.71	.00	474.29	76.3%
01023400 578801 MNTNCE-SV	600	0	600	.00	.00	600.00	0%
01023400 578802 MNTNCE-EQP	1,625	0	1,625	1,318.93	.00	306.07	81.2%
01023400 590014 TELEPHONE	13,589	0	13,589	11,174.12	.00	2,414.88	82.2%
TOTAL EMERGENCY MANAGEMENT	72,183	0	72,183	73,268.38	.00	-1,085.38	101.5%
TOTAL PUBLIC SAFETY	10,377,819	5,188	10,383,007	9,952,018.96	110,279.67	320,708.37	96.9%
03 PUBLIC WORKS							
01030000 PUBLIC WORKS DIRECTOR							
01030000 501101 FULL TIME/	158,796	0	158,796	159,186.06	.00	-390.06	100.2%*
01030000 556601 PRF DV-SEM	320	3,730	4,050	4,050.00	.00	.00	100.0%
01030000 556602 PRF DV-PRF	300	-173	127	60.00	.00	67.00	47.2%
01030000 567704 EXPENSE AC	250	0	250	121.63	.00	128.37	48.7%
01030000 590014 TELEPHONE	948	43	991	990.20	.00	.80	99.9%
TOTAL PUBLIC WORKS DIRECTOR	160,614	3,600	164,214	164,407.89	.00	-193.89	100.1%
01030025 PUBLIC WORKS -STREET LIGHTS							
01030025 590015 STREET AND	413,603	0	413,603	365,942.26	.00	47,660.74	88.5%

FOR 2012 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMNTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL PUBLIC WORKS - STREET LIGHTS	413,603	0	413,603	365,942.26	.00	47,660.74	88.5%
01030100 PUBLIC WORKS - HIGHWAY							
01030100 501101 FULL TIME/	1,766,904	0	1,766,904	1,730,286.30	.00	36,617.70	97.9%
01030100 501102 SAL-PT/PER	22,774	0	22,774	24,727.80	.00	-1,953.80	108.6%*
01030100 501103 SEASONAL/T	7,500	0	7,500	16,769.07	.00	-9,269.07	223.6%*
01030100 501105 OVERTIME	42,500	0	42,500	28,821.39	.00	13,678.61	67.8%
01030100 501106 LONGEVITY	1,000	0	1,000	1,000.00	.00	.00	100.0%
01030100 501888 UNIFORM AL	23,815	0	23,815	23,250.51	.00	564.49	97.6%
01030100 522203 ANCILLARY	37,000	0	37,000	21,092.63	.00	15,907.37	57.0%
01030100 534401 OFFICE SUP	2,500	0	2,500	2,498.36	.00	1.64	99.9%
01030100 534402 PROGRAM SU	160,000	-1,521	158,479	158,603.10	.00	-124.10	100.1%*
01030100 534403 MTLs-CLNG	400	0	400	410.67	.00	-10.67	102.7%*
01030100 545503 PUBLIC REL	7,700	1,521	9,221	9,196.79	.00	24.21	99.7%*
01030100 556601 PRF DV-SEM	200	0	200	242.92	.00	-42.92	121.5%*
01030100 567702 TRNSP-VEH	0	0	0	57.37	.00	-57.37	100.0%*
01030100 578801 SERVICE CO	3,585	0	3,585	727.00	.00	2,858.00	20.3%*
01030100 578802 EQUIPMENT/	0	0	0	735.09	.00	-735.09	100.0%*
01030100 578803 PROGRAM-RE	22,000	0	22,000	8,057.00	.00	5,969.00	72.9%
01030100 578804 MNINCE-RFS	6,275	0	6,275	5,976.60	.00	298.40	95.2%
01030100 581888 CAPITAL OU	53,976	0	53,976	50,783.20	.00	3,192.80	94.1%
01030100 589901 ANNUAL REN	82,508	0	82,508	83,103.20	.00	-595.20	100.7%*
01030100 589902 OCCASIONAL	15,000	0	15,000	6,768.80	.00	8,231.20	45.1%
01030100 590011 HEAT	37,222	0	37,222	23,475.06	.00	13,746.94	63.1%
01030100 590012 ELECTRICIT	87,510	0	87,510	69,525.00	.00	17,985.00	79.4%*
01030100 590013 WATER	5,190	0	5,190	5,428.78	.00	-238.78	104.6%*
01030100 590014 TELEPHONE	9,987	0	9,987	9,870.13	.00	116.87	98.8%
TOTAL PUBLIC WORKS - HIGHWAY	2,395,546	0	2,395,546	2,281,406.77	7,974.00	106,165.23	95.6%
01030101 HW-SNOW REMOVAL							
01030101 501105 SAL-OVRTIM	165,000	0	165,000	134,830.67	.00	30,169.33	81.7%
01030101 534402 PROGRAM SU	385,000	0	385,000	301,266.27	9,154.63	74,579.10	80.6%
TOTAL HW-SNOW REMOVAL	550,000	0	550,000	436,096.94	9,154.63	104,748.43	81.0%
01030105 HW-CONSTRUCTION							
01030105 522205 PROG EXP	250,000	0	250,000	217,126.48	20,830.56	12,042.96	95.2%

FOR 2012 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL HW-CONSTRUCTION	250,000	0	250,000	217,126.48	20,830.56	12,042.96	95.2%
01030200 PUBLIC WORKS - BLD MAINTENANCE							
01030200 501101 FULL TIME/	518,662	-25,000	493,662	452,151.78	.00	41,510.22	91.6%
01030200 501102 SAL-PT/PER	13,294	0	13,294	13,158.46	.00	135.54	99.0%
01030200 501105 SAL-OVRTIM	2,600	0	2,600	12,323.35	.00	-9,723.35	474.0%*
01030200 501106 SAL-LNGVIT	850	0	850	850.00	.00	.00	100.0%
01030200 501888 UNIFORM AL	1,225	0	1,225	860.97	.00	364.03	70.3%
01030200 522203 SVS-ANCLRY	95,000	0	95,000	82,676.67	7,276.97	5,046.36	94.7%
01030200 522204 SVS-CONTRC	5,270	0	5,270	4,800.00	.00	470.00	91.1%
01030200 534402 PROGRAM SU	5,000	0	5,000	4,719.24	.00	280.76	94.4%
01030200 578802 MNTNCE-EQP	176,060	25,000	201,060	196,169.66	786.55	4,103.79	98.0%
01030200 589902 OCCASIONAL	1,200	0	1,200	1,200.00	.00	1,200.00	100.0%
01030200 590017 SEWER FEE	119,768	0	119,768	133,512.94	.00	-13,744.94	111.5%*
TOTAL PUBLIC WORKS - BLD MAINTENANCE	938,929	0	938,929	901,223.07	8,063.52	29,642.41	96.8%
01030300 FLEET MAINTENANCE							
01030300 501101 SAL-FT/PER	556,030	0	556,030	504,230.27	.00	51,799.73	90.7%
01030300 501105 SAL-OVRTIM	10,200	0	10,200	8,987.98	.00	1,212.02	88.1%
01030300 501106 SAL-LNGVIT	500	0	500	500.00	.00	.00	100.0%
01030300 501888 UNIFORMALL	5,575	0	5,575	2,489.97	.00	3,085.03	44.7%
01030300 567701 TRNSP-GAS	357,192	0	357,192	486,302.92	.00	-129,110.92	136.1%*
01030300 567702 TRNSP-VEH	341,560	0	341,560	303,616.14	23,654.95	14,288.91	95.8%
01030300 578801 MNTNCE-SV	2,540	0	2,540	574.03	.00	1,965.97	22.6%
TOTAL FLEET MAINTENANCE	1,273,597	0	1,273,597	1,306,701.31	23,654.95	-56,759.26	104.5%
01030400 RECYCLING CENTER							
01030400 501101 FULL TIME/	188,737	-15,000	173,737	128,827.11	.00	44,909.89	74.2%
01030400 501105 OVERTIME	29,840	0	29,840	23,308.78	.00	6,531.22	78.1%
01030400 501888 UNIFORMALL	500	0	500	350.00	.00	150.00	70.0%
01030400 522204 CONTRACTUA	1,848,300	0	1,848,300	1,810,223.09	1,000.00	37,076.91	98.0%
01030400 522207 SPECCONTR	29,950	0	29,950	24,167.21	7,615.05	-1,832.26	106.1%*

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	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01030400 534402 PROGRAM SU	8,000	15,000	23,000	2,849.13	19,809.59	341.28	98.5%
01030400 578801 MNTNCE-SV	1,298	0	1,298	1,298.00	.00	.00	100.0%
01030400 581886 HAZARDOUS	15,000	0	15,000	9,315.00	.00	5,685.00	62.1%
01030400 581888 CAPITAL OU	10,000	0	10,000	5,696.99	.00	4,303.01	57.0%
01030400 589901 RWTLA-A/LS	30,597	0	30,597	30,596.60	.00	.40	100.0%
TOTAL RECYCLING CENTER	2,162,222	0	2,162,222	2,036,631.91	28,424.64	97,165.45	95.5%
01030500 TOWN ENGINEER							
01030500 501101 FULL TIME/	440,040	0	440,040	403,802.03	.00	36,237.97	91.8%
01030500 501105 OVERTIME	12,000	0	12,000	8,628.86	.00	3,371.14	71.9%
01030500 501106 LONGEVITY	850	0	850	850.00	.00	.00	100.0%
01030500 501888 UNIFORMALL	840	0	840	839.91	.00	.09	100.0%
01030500 522202 PROFESSION	5,000	0	5,000	1,495.50	3,400.00	104.50	97.9%
01030500 522203 SVS-ANCLRY	600	0	600	.00	.00	600.00	.0%
01030500 522204 SVS-CONTRC	3,634	0	3,634	3,597.53	.00	36.47	99.0%
01030500 534401 OFFICE SUP	2,800	0	2,800	2,754.97	.00	45.03	98.4%
01030500 534402 PROGRAM SU	3,500	135	3,635	3,634.23	.00	.77	100.0%
01030500 545501 LEGAL NOTI	280	0	280	.00	.00	280.00	.0%
01030500 556602 PRF DUES	1,190	0	1,190	580.00	.00	610.00	48.7%
01030500 578802 EQUIPMENT/	2,000	-135	1,865	640.00	1,094.00	131.00	93.0%
01030500 589901 ANNUAL REN	4,120	0	4,120	4,119.86	.00	.14	100.0%
TOTAL TOWN ENGINEER	476,854	0	476,854	430,942.89	4,494.00	41,417.11	91.3%
TOTAL PUBLIC WORKS	8,621,365	3,600	8,624,965	8,140,479.52	102,596.30	381,889.18	95.6%
04 PUBLIC HEALTH							
01040000 HEALTH DISTRICT							
01040000 522205 PROGRAM EX	241,783	0	241,783	241,633.00	.00	150.00	99.9%
TOTAL HEALTH DISTRICT	241,783	0	241,783	241,633.00	.00	150.00	99.9%
01040200 VITAL STATISTICS							
01040200 522205 PROGRAM EX	500	0	500	356.00	.00	144.00	71.2%

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	ORIGINAL APPROP	TRANFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01040200 578803 PROGRAM-RE	500	0	500	492.36	.00	7.64	98.5%
TOTAL VITAL STATISTICS	1,000	0	1,000	848.36	.00	151.64	84.8%

01040400 NURSING - SENIORS							
01040400 501102 SAL-PT/PER	32,265	0	32,265	28,715.97	.00	3,549.03	89.0%
01040400 501106 SAL-LNGVIT	200	0	200	.00	.00	200.00	.0%
01040400 534402 MTLs-PROG	500	0	500	240.54	.00	259.46	48.1%
01040400 556602 PRF DUES	25	0	25	.00	.00	25.00	.0%
01040400 567703 TRNSP-TRV	100	0	100	16.12	.00	83.88	16.1%
TOTAL NURSING - SENIORS	33,090	0	33,090	28,972.63	.00	4,117.37	87.6%

01060400 NON PUBLIC SCHOOL							
01060400 501101 SAL-FT/PER	264,696	0	264,696	265,679.20	.00	-983.20	100.4%*
01060400 501102 SAL-PT/PER	14,930	0	14,930	14,293.75	.00	636.25	95.7%
01060400 501104 SAL-VAC, W	2,534	0	2,534	2,323.75	.00	210.25	91.7%
01060400 501106 SAL-LNGVIT	1,573	0	1,573	1,573.00	.00	.00	100.0%
01060400 534402 MTLs-PROG	1,045	0	1,045	443.08	.00	601.92	42.4%
01060400 556601 PRF DV-SEM	60	0	60	95.00	.00	-35.00	158.3%*
01060400 567703 TRNSP-TRV	150	0	150	.00	.00	150.00	.0%
TOTAL NON PUBLIC SCHOOL	284,988	0	284,988	284,407.78	.00	580.22	99.8%
TOTAL PUBLIC HEALTH	560,861	0	560,861	555,861.77	.00	4,999.23	99.1%

05 SOCIAL SERVICES							

01050000 SOCIAL SERVICES							
01050000 501101 FULL TIME/	89,182	0	89,182	97,417.00	.00	-8,235.00	109.2%*
01050000 501102 PART TIME/	15,590	0	15,590	14,774.07	.00	815.93	94.8%
01050000 501103 SAL-SEASON	0	0	0	1,474.14	.00	-1,474.14	100.0%*
01050000 501105 SAL-OVRTIM	0	0	0	6,917.35	.00	-6,917.35	100.0%*
01050000 501106 LONGEVITY	412	0	412	412.00	.00	.00	100.0%

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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01050000 534401 MTLs-OFFCE	750	0	750	624.04	.00	125.96	83.2%
01050000 556601 PRF DV-SEM	125	0	125	.00	.00	125.00	.0%
01050000 567703 TRAVEL REI	450	0	450	38.05	.00	411.95	8.5%
01050000 578802 EQUIPMENT/	100	0	100	15.94	.00	84.06	15.9%
01050000 581888 CAPITAL OU	800	0	800	.00	.00	800.00	.0%
01050000 589901 ANNUAL REN	600	0	600	.00	.00	600.00	.0%
01050000 590014 TELEPHONE	2,026	0	2,026	1,853.02	.00	172.98	91.5%
TOTAL SOCIAL SERVICES	110,035	0	110,035	123,525.61	.00	-13,490.61	112.3%

01050200 COUNSELING CENTER	202,809	0	202,809	203,563.36	.00	-754.36	100.4%*
01050200 501101 FULL TIME/	570	0	570	1,069.40	.00	-499.40	187.6%*
01050200 501105 SAL-OVRTIM	1,275	0	1,275	1,275.00	.00	.00	100.0%
01050200 522202 SAL-LNGVIT	3,600	0	3,600	1,500.00	.00	2,100.00	41.7%
01050200 534401 SVS-PROF	1,138	55	1,193	1,234.63	.00	-41.63	103.5%*
01050200 534402 MTLs-OFFCE	750	0	750	750.00	.00	.00	100.0%
01050200 545503 MTLs-PROG	585	0	585	.00	.00	585.00	.0%
01050200 556602 PUB REL	958	-55	903	761.00	.00	142.00	84.3%
01050200 567703 PRF DUES	1,500	0	1,500	1,375.09	.00	124.91	91.7%
01050200 578801 TRNSP-TRV	2,393	0	2,393	1,526.83	.00	866.17	63.8%
01050200 590011 MNTNCE-SV	1,506	0	1,506	1,646.41	.00	-140.41	109.3%*
01050200 590012 UTIL-HEAT	2,623	0	2,623	1,895.97	.00	727.03	72.3%
01050200 590013 UTIL-ELECT	211	0	211	197.80	.00	13.20	93.7%
01050200 590014 UTIL-WATER	1,698	0	1,698	1,654.07	.00	43.93	97.4%
TOTAL COUNSELING CENTER	221,616	0	221,616	218,449.56	.00	3,166.44	98.6%

01050600 SENIOR CITIZENS' SERVICES	46,734	0	46,734	23,739.25	.00	22,994.75	50.8%
01050600 501101 FULL TIME/	91,006	0	91,006	93,495.73	.00	-2,489.73	102.7%*
01050600 501102 PART TIME/	0	0	0	349.87	.00	-349.87	100.0%*
01050600 501105 SAL-OVRTIM	213	0	213	213.00	.00	.00	100.0%
01050600 501106 LONGEVITY	600	0	600	540.00	.00	60.00	90.0%
01050600 522201 CLERICAL F	34,105	0	34,105	25,406.54	.00	8,698.46	74.5%
01050600 522205 PROGRAM EX	1,171	0	1,171	1,165.81	.00	5.19	99.6%
01050600 534401 OFFICE SUP	1,700	0	1,700	249.23	.00	1,450.77	14.7%
01050600 534403 MTLs-CLNG	300	0	300	638.48	.00	-338.48	212.8%*
01050600 545502 PUBLIC REP		0					

FOR 2012 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01050600 567703 TRAVEL REI	400	0	400	58.62	.00	341.38	14.7%
01050600 578801 SERVICE CO	7,733	0	7,733	4,355.07	110.00	3,267.93	57.7%
01050600 578802 EQUIPMENT/	4,000	0	4,000	3,338.87	.00	661.13	83.5%
01050600 578804 MNTNCE-RFS	0	0	0	1,328.52	.00	-1,328.52	100.0%*
01050600 581888 CAPITAL OU	26,174	0	26,174	9,321.27	.00	16,852.73	35.6%
01050600 590011 UTIL-HEAT	10,173	0	10,173	6,956.55	.00	3,216.45	68.4%
01050600 590012 ELECTRICIT	20,590	0	20,590	15,273.86	.00	5,316.14	74.2%
01050600 590013 WATER	1,501	0	1,501	1,430.55	.00	70.45	95.3%
01050600 590014 TELEPHONE	3,559	0	3,559	3,433.08	.00	125.92	96.5%
TOTAL SENIOR CITIZENS' SERVICES	249,959	0	249,959	191,294.30	110.00	58,554.70	76.6%
TOTAL SOCIAL SERVICES	581,610	0	581,610	533,269.47	110.00	48,230.53	91.7%
06 EDUCATION							
01060000 EDUCATION							
01060000 511151 FRINGE-M/D	1,074,689	-1,074,689	0	.00	.00	.00	.0%
01060000 511152 FRINGE-WC	0	0	0	50,590.49	.00	-50,590.49	100.0%*
01060000 522204 SVS-CONTRC	159,539	0	159,539	157,781.08	.00	1,757.92	98.9%
01060000 522205 PROG EXP	85,893,093	1,551,745	87,444,838	74,055,328.60	.00	13,389,509.40	84.7%
01060000 567703 TRNSP-TRV	869,854	0	869,854	826,930.26	.00	42,923.74	95.1%
01060000 578805 XTRA ITEM	0	0	0	9,450.00	.00	-9,450.00	100.0%*
01060000 589901 RNTLS-A/Ls	245,432	0	245,432	252,186.36	.00	-6,754.36	102.8%*
01060000 595888 INT-BOND	2,191,878	0	2,191,878	2,129,490.02	.00	62,387.98	97.2%
01060000 597888 PRINC-BOND	4,512,150	0	4,512,150	4,512,150.00	.00	.00	100.0%
TOTAL EDUCATION	94,946,635	477,056	95,423,691	81,993,906.81	.00	13,429,784.19	85.9%
01060200 SCHOOL NURSES							
01060200 501101 FULL TIME/	695,209	0	695,209	681,349.03	.00	13,859.97	98.0%
01060200 501102 PART TIME/	30,525	248	30,773	30,773.00	.00	.00	100.0%
01060200 501104 RELIEF/VAC	7,395	0	7,395	7,150.25	.00	244.75	96.7%
01060200 501106 LONGEVITY	1,602	0	1,602	1,177.00	.00	425.00	73.5%
01060200 534401 OFFICE SUP	722	0	722	638.08	.00	83.92	88.4%
01060200 534402 PROGSUPPL	2,058	-301	1,757	1,471.24	.00	285.76	83.7%
01060200 545504 POSTAGE	120	0	120	120.00	.00	.00	100.0%

FOR 2012 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01060200 556601 PRF DV-SEM	120	0	120	45.00	.00	75.00	37.5%
01060200 556602 PRF DV-PRF	240	0	240	.00	.00	240.00	0%
01060200 567703 TRAVEL REI	820	53	873	905.28	.00	-32.28	103.7%*
01060200 578801 MNTNCE-SV	1,355	0	1,355	1,147.51	.00	207.49	84.7%
TOTAL SCHOOL NURSES	740,166	0	740,166	724,776.39	.00	15,389.61	97.9%
01060600 BUSINESS/EDUCATION INITIATIVE							
01060600 522202 SVS-PROF	20,000	0	20,000	20,335.75	.00	-335.75	101.7%*
01060600 522204 CONTRACTUA	8,000	0	8,000	4,811.25	.00	3,188.75	60.1%
01060600 534401 OFFICE SUP	450	0	450	379.57	.00	70.43	84.3%
01060600 534402 PROGRAM SU	300	0	300	256.00	.00	44.00	85.3%
01060600 545502 PUBLIC REP	300	0	300	74.95	.00	225.05	25.0%
01060600 567703 TRNSP-TRV	100	0	100	.00	.00	100.00	0%
01060600 590011 HEAT	2,787	0	2,787	1,987.44	.00	799.56	71.3%
01060600 590012 ELECTRICIT	2,466	0	2,466	2,063.42	.00	402.58	83.7%
01060600 590014 TELEPHONE	346	0	346	316.82	.00	29.18	91.6%
TOTAL BUSINESS/EDUCATION INITIATIVE	34,749	0	34,749	30,225.20	.00	4,523.80	87.0%
TOTAL EDUCATION	95,721,550	477,056	96,198,606	82,748,908.40	.00	13,449,697.60	86.0%
07 LIBRARIES							
01070000 LIBRARIES							
01070000 501101 FULL TIME/	837,869	0	837,869	834,281.29	.00	3,587.71	99.6%
01070000 501102 PART TIME/	308,516	0	308,516	308,576.78	.00	-60.78	100.0%*
01070000 501105 LIBRARY -O	21,021	0	21,021	20,990.21	.00	30.79	99.9%
01070000 501106 LONGEVITY	2,325	0	2,325	2,125.00	.00	200.00	91.4%
01070000 522201 CLERICAL F	720	0	720	660.00	.00	60.00	91.7%
01070000 522205 PROGRAM EX	11,000	0	11,000	10,993.19	.00	6.81	99.9%
01070000 534401 OFFICE SUP	24,000	0	24,000	23,939.73	.00	60.27	100.1%*
01070000 534402 PROGRAM SU	167,000	0	167,000	166,999.64	.00	.36	100.0%
01070000 545504 POSTAGE	500	0	500	477.01	.00	22.99	95.4%
01070000 578801 SERVICE CO	4,640	0	4,640	4,758.40	.00	-173.40	103.7%*
01070000 578802 EQUIPMENT/	29,217	0	29,217	29,183.07	.00	33.93	99.9%
01070000 578803 PROGRAM-RE	4,750	0	4,750	3,735.26	299.37	715.37	84.9%

FOR 2012 13

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01070000 578804 REFUSE REM	2,527	0	2,527	2,406.84	.00	120.16	95.2%
01070000 581888 CAPITAL OU	11,835	0	11,835	11,835.00	.00	.00	100.0%
01070000 589901 ANNUAL REN	26,883	0	26,883	25,194.74	1,688.26	.00	100.0%
01070000 590011 HEAT	19,229	0	19,229	13,750.15	.00	5,478.85	71.5%
01070000 590012 ELECTRICIT	81,685	0	81,685	63,802.45	.00	17,882.55	78.1%
01070000 590013 WATER	1,980	0	1,980	1,865.90	.00	114.10	94.2%
01070000 590014 TELEPHONE	6,258	0	6,258	7,342.02	.00	-1,084.02	117.3%*
TOTAL LIBRARIES	1,561,955	0	1,561,955	1,532,916.68	2,130.94	26,907.38	98.3%
TOTAL LIBRARIES	1,561,955	0	1,561,955	1,532,916.68	2,130.94	26,907.38	98.3%
08 RECREATION AND PARKS							
01080000 PUBLIC EVENTS							
01080000 522205 PROGRAM EX	20,000	0	20,000	19,698.39	.00	301.61	98.5%
TOTAL PUBLIC EVENTS	20,000	0	20,000	19,698.39	.00	301.61	98.5%
01080300 TRUMBULL DAY COMMISSION							
01080300 522201 SVS-CLRC	720	0	720	.00	.00	720.00	.0%
TOTAL TRUMBULL DAY COMMISSION	720	0	720	.00	.00	720.00	.0%
01080400 RECREATION							
01080400 501101 FULL TIME/	165,829	0	165,829	166,262.96	.00	-433.96	100.3%*
01080400 501102 PART TIME/	63,631	-38,000	25,631	16,441.70	.00	9,189.30	64.1%
01080400 501102 YOUTH SAL-PT/PER	0	38,000	38,000	37,173.80	.00	826.20	97.8%
01080400 501103 SAL-SEASON	0	0	0	468.00	.00	-468.00	100.0%*
01080400 501105 SAL-OVRTIM	1,680	0	1,680	2,075.09	.00	-395.09	123.5%*
01080400 501106 SAL-LNGVIT	850	0	850	850.00	.00	.00	100.0%
01080400 522201 CLERICAL F	900	-360	540	240.00	.00	300.00	44.4%
01080400 522201 YOUTH SVS-CLRC	0	360	360	.00	.00	360.00	.0%
01080400 522205 PROG EXP	283,500	-6,000	277,500	363,429.35	.00	-85,929.35	131.0%*

FOR 2012 13

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01080400 522205 YOUTH PROG EXP	0	6,000	6,000	6,098.02	.00	-98.02	101.6%*
01080400 534402 PROGSUPPL	13,124	-1,541	11,583	12,969.46	629.00	-2,015.46	117.4%*
01080400 534402 YOUTH PROGSUPPL	0	1,541	1,541	1,531.63	.00	9.37	99.4%
01080400 545503 COM-PUB RL	325	-325	0	.00	.00	.00	0%
01080400 545503 YOUTH COM-PUB RL	0	325	325	199.37	.00	125.63	61.3%
01080400 556601 PRF DV-SEM	400	0	400	.00	.00	400.00	0%
01080400 556602 PRF DV-PRF	400	0	400	150.00	.00	250.00	37.5%
01080400 567703 TRNSP-TRV	2,257	-300	1,957	2,240.06	.00	-283.06	114.5%*
01080400 567703 YOUTH TRNSP-TRV	0	300	300	119.32	.00	180.68	39.8%
01080400 578801 MNTNCE-SV	1,168	0	1,168	905.04	.00	262.96	77.5%
01080400 578804 MNTNCE-RFS	698	0	698	664.32	.00	33.68	95.2%
TOTAL RECREATION	534,762	0	534,762	611,818.12	629.00	-77,685.12	114.5%
01080600 PARKS							
01080600 501101 FULL TIME/	880,628	0	880,628	873,435.09	.00	7,192.91	99.2%
01080600 501102 PART TIME/	21,517	-21,000	517	.00	.00	517.00	0%
01080600 501103 SEASONAL/T	102,510	0	102,510	106,634.09	.00	-4,124.09	104.0%*
01080600 501105 OVERTIME	37,000	0	37,000	21,429.57	.00	15,570.43	57.9%
01080600 501106 LONGEVITY	1,850	0	1,850	1,850.00	.00	.00	100.0%
01080600 501120 AED STIP	800	0	800	800.00	.00	.00	100.0%
01080600 501888 UNIFORM AL	11,590	0	11,590	6,960.11	2,840.10	1,789.79	84.6%
01080600 522201 SVS-CLRC	3,950	0	3,950	3,949.92	.00	.08	100.0%
01080600 522203 SVS-ANCLRY	209,400	21,000	230,400	195,020.00	17,450.00	17,930.00	92.2%
01080600 534401 MTLN-OFFCE	750	0	750	64,747.34	50.75	2.66	99.6%
01080600 534402 PROGRAM SU	65,000	0	65,000	4,999.63	.00	200.34	99.7%
01080600 534403 MTLN-CLNG	5,600	0	5,600	4,999.63	.00	600.37	89.3%
01080600 545503 PUBLIC REL	3,500	0	3,500	3,500.00	.00	.00	100.0%
01080600 556601 PRF DV-SEM	750	0	750	200.00	.00	550.00	26.7%
01080600 578801 SERVICE CO	10,414	0	10,414	7,890.00	.00	2,524.00	75.8%
01080600 578802 EQUIPMENT/	22,000	0	22,000	22,763.53	.00	-763.53	103.5%*
01080600 578803 PROGRAM-RE	47,500	0	47,500	48,283.08	.00	-3,569.69	107.5%*
01080600 578804 MNTNCE-RFS	434	0	434	413.76	2,786.61	20.24	95.3%
01080600 581888 CAPITAL OU	46,695	0	46,695	45,227.40	.00	1,467.60	96.9%
01080600 589901 ANNUAL REN	75,949	0	75,949	75,949.06	.00	.00	100.0%*
01080600 590011 OCCASIONAL	7,000	0	7,000	7,000.00	.00	.00	100.0%*
01080600 590012 HEAT	7,966	0	7,966	5,493.52	.00	2,472.48	69.0%
01080600 590012 ELECTRICIT	113,094	0	113,094	85,241.05	.00	27,852.95	75.4%
01080600 590013 WATER	47,327	0	47,327	61,062.61	.00	-13,735.61	129.0%*
01080600 590014 TELEPHONE	17,161	0	17,161	18,170.35	.00	-1,009.35	105.9%*
TOTAL PARKS	1,740,385	0	1,740,385	1,661,769.02	23,127.46	55,488.52	96.8%

FOR 2012 13

	ORIGINAL APPROP	TRANFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01080800 TREE WARDEN							
01080800 501101 FULL TIME/	21,043	0	21,043	21,121.80	.00	-78.80	100.4%*
01080800 522205 PROGRAM EX	65,000	0	65,000	50,795.00	.00	14,205.00	78.1%
01080800 578806 EMERG SERV	20,000	62,000	82,000	84,015.00	.00	-2,015.00	102.5%*
TOTAL TREE WARDEN	106,043	62,000	168,043	155,931.80	.00	12,111.20	92.8%
01080900 ARTS COMMISSION							
01080900 501102 SAL-PT/PER	18,874	0	18,874	19,093.67	.00	-219.67	101.2%*
01080900 522201 SVS-CLRC	480	-226	254	180.00	.00	74.00	70.9%
01080900 522205 PROGRAM EX	6,000	226	6,226	6,225.67	.00	.33	100.0%
01080900 534401 OFFICE SUP	420	0	420	410.67	.00	9.33	97.8%
01080900 545503 COM-PUB RL	3,000	0	3,000	2,999.76	.00	.24	100.0%
01080900 567703 TRNSP-TRV	100	0	100	54.39	.00	45.61	54.4%
TOTAL ARTS COMMISSION	28,874	0	28,874	28,964.16	.00	-90.16	100.3%
TOTAL RECREATION AND PARKS	2,430,784	62,000	2,492,784	2,478,181.49	23,756.46	-9,153.95	100.4%
09 DEBT SERVICE							
01090000 DEBT SERVICE							
01090000 595888 INTEREST G	1,413,999	0	1,413,999	1,468,257.25	.00	-54,258.25	103.8%*
01090000 596888 INTEREST -	107,475	0	107,475	273,803.47	.00	-166,328.47	254.8%*
01090000 597888 G/O BONDS	2,570,160	0	2,570,160	2,570,160.00	.00	.00	100.0%
TOTAL DEBT SERVICE	4,091,634	0	4,091,634	4,312,220.72	.00	-220,586.72	105.4%
TOTAL DEBT SERVICE	4,091,634	0	4,091,634	4,312,220.72	.00	-220,586.72	105.4%
TOTAL GENERAL FUND	140,444,325	646,546	141,090,871	126,934,191.19	412,703.08	13,743,976.73	90.3%
TOTAL EXPENSES	140,444,325	646,546	141,090,871	126,934,191.19	412,703.08	13,743,976.73	
GRAND TOTAL	140,444,325	646,546	141,090,871	126,934,191.19	412,703.08	13,743,976.73	90.3%

** END OF REPORT - Generated by Maria Pires **

TOWN OF TRUMBULL						
STATEMENT OF CHANGES IN FUND BALANCE						
UNAUDITED PROJECTIONS THRU JULY 6, 2012						
AS OF JUNE 30, 2012						
					Fund	Fund Balance
					Balance	Percent of
						Expenditures
GENERAL FUND BALANCE JULY 1, 2011 (AUDITED)					15,815,540	
SUPPLEMENTAL APPROPRIATIONS						
GENERAL FUND					646,546	
SPECIAL AGENCY						
APPROPRIATIONS PENDING					63,978	
USE OF FUND BALANCE						
					710,524	
REVENUE OVER (UNDER) BUDGET					766,540	
EXPENDITURES UNDER (OVER) BUDGET					(744,762)	
TOTAL PROJECTED FUND BALANCE AS OF JUNE 30, 2012					15,126,794	11%
Revised Expenditure Budget					141,009,429	
Encumbrances					412,703	
Appropriations pending					63,978	
Projected overbudget					744,762	
Project 6/30/2012 expenditures					142,230,872	
NOTE: THESE STATEMENTS ARE UNAUDITED AND HAVE BEEN PREPARED FOR						
MANAGEMENT PURPOSES ONLY						

GENERAL FUND BALANCE PROJECTION DETAIL FOR YEAR ENDING JUNE 30, 2012					
SUPPLEMENTAL APPROPRIATIONS FROM THE GENERAL FUND AS OF JULY 6, 2012:					
DATE	AMOUNT	ITEM	REASON	A/C #	
8/5/2011	477,058.00	BOE-PROGRAM EXPENSES	REINSTATE PROGRAMS	01060000-522505	
11/10/2011	4,080.00	EMPLOYEE BENEFITS-FICA	ECON DIR POSITION	01013400-511150	
11/10/2011	10,880.00	EMPLOYEE BENEFITS-MEDICAL	ECON DIR POSITION	01013400-511151	
11/10/2011	12,000.00	TREE WARDEN-PROGRAM EXP	STORM RELATED	01080800-522205	
11/10/2011	50,000.00	TREE WARDEN-EMERGENCY SERV	STORM RELATED	01080800-578806	
11/10/2011	600.00	PW DIR-PROF DEV-SEMINARS	EHP TRAINING	01030000-556601	
1/5/2012	2,500.00	CHARTER REV-PROF SERVICES	PROF SERV-LEGAL	01010300-522202	
2/6/2012	4,588.00	POLICE-CAPITAL OUTLAY	POLICE TRUCK	01022000-581888	
2/6/2012	600.00	CENTRAL EMERGENCY DISPATCH	CLERICAL FEES	01012500-522201	
3/5/2012	3,000.00	PW DIR-PROF DEV-SEMINARS	FLAGGER TRAINING	01030000-556601	
08/25/12	78,587.00	TOWN HALL-PROFESSIONAL SERV	EFFICIENCY CONSULTANT	01013800-522202	
08/25/12	2,855.00	TOWN CLERK-SALARIES-SEASONAL	SEASONAL	01013800-501103	
TOTAL	646,546.00				
SUPPLEMENTAL APPROPRIATIONS REQUESTING JULY 12, 2012 :					
	60,000.00	PUBLIC EVENTS-PROGRAM EXP	CONCERT	01080000-522205	
	1,962.00	CHARTER REVISION-		01010300-522202	
	2,016.00	CHARTER REVISION-		01010300-545502	
	63,978.00				
USE OF FUND BALANCE					
	0.00				
TOTAL	0.00				
TOTAL-ALL	710,524.00				
REVENUE OVER (UNDER) BUDGET					
			BUDGET	PROJECTED	CHANGE
			2011-12	2011-12	
R-1	PROPERTY TAXES		129,805,080	130,510,019	704,939
R-2	EDUCATION PROGRAM GRANTS**		1,000,900	1,078,385	77,485
R-3	EDUCATION GRANTS OTHER		3,800,397	3,800,397	-
R-4	STATE PROGRAM GRANTS		107,275	105,330	(1,945)
R-5	STATE REVENUE OTHER		1,044,932	1,005,509	(39,423)
R-6	TOWN PROGRAM REVENUE		0	0	-
R-7	TOWN PERMITS, FEES AND FINES		3,822,929	3,904,285	81,356
R-8	TOWN REVENUE OTHER		375,000	319,148	(55,852)
R-9	INTER FUND TRANSFERS		487,812	487,812	-
R-10	FUND BALANCE		0	0	-
TOTAL			140,444,325	141,210,865	766,540
EXPENDITURES PROJECTED UNDER (OVER) BUDGET					
	(391,860.00)	Fringe Benefits-Workers Compensation	Included 2 months @25,000 each	01013400-511152	
	(82,094.00)	Fringe Benefits-unemployment	Included 2 months @4,017 each *	01013400-511153	
	(97,808.00)	Liability Insurance		01013800-511160	
	(160,000.00)	Police-Various	Per Mike Harry	1022000	
	(13,000.00)	TRANSP-GAS	Gas is short-enough to transfer	103030000-567701	
	(744,762.00)				
NOTE: THESE STATEMENTS ARE UNAUDITED AND HAVE BEEN PREPARED FOR MANAGEMENT PURPOSES ONLY					
			* Decrease from \$13,000 in Jan to \$4,017 in April, 4 high employees dropped off, assumed got jobs		

**BOARD OF FINANCE
Minutes
June 14, 2012**

CALL TO ORDER

Chairman Elaine Hammers called the Board of Finance meeting to order at 7:05 p.m. at the Town Hall, Trumbull, Connecticut, and stated that the resolutions that are subjects of this meeting are available to the public and copies may be obtained at this meeting. All those present joined in the Pledge of Allegiance.

PUBLIC COMMENT

There was no public comment.

Members present and absent were as follows:

PRESENT

Chairman, Elaine Hammers
Andrew Palo
Paul Lavoie
Dave Rutigliano
Tom Tesoro
Susan LaFrance, Alternate
Vincent DeGennaro, Alternate

ABSENT

Steven Lupien
Cindy Penkoff, Alternate

Also present: Maria Pires, Finance Director; Al Barbarotto, AFB Construction Management; John Marsilio, Director of Public Works; Timothy M. Herbst, First Selectman; Jamie Bratt, Director of Planning and Zoning; Graham Bisset, Building Official; Robert Dunn, Deputy Building Official; Barbara Crandall, EMS Chief.

TOWN TREASURER'S REPORT – John Ponzio

The Chair indicated that Mr. Ponzio is on track with the budget projection and will reach his goal of \$275,000 in interest.

Mr. Lavoie moved, seconded by Mr. Palo, to take the Supplemental Appropriations and Transfers out of order, ahead of the Bonding Resolutions so that those that are here for supplementals and transfers do not have to stay through the bonding resolutions discussions.

Vote: 6-0

The Chair noted that Mr. DeGennaro would be voting in place of Mr. Lupien.

FISCAL YEAR 2011-2012 TRANSFER

06-12-06	Jamie Bratt Director of Planning and Development	FROM:	01014200-501101 Full time salaries	\$39,309
			01014200-522201 Clerical Fees	\$ 1,940
			01014200-545501 Legal Notices	\$ 6,338
			01014200-545502 Public Relations	\$ 50
			01014200-556601 Prof. Dev. Seminars	\$ 210
			01014200-556602 Prof. Dev. Dues	\$ 350
		TO:	01014200-522202 Professional Services	\$48,197
	Consulting service to review and make recommendations on the Town's Master Plan.			
	Adoption of Master Plan is required by the State.			

Mr. Lavoie moved, seconded by Mr. Palo, to transfer \$39,309 from 01014200-501101–Full time salaries; \$1,940 from 01014200-522201– Clerical Fees; \$6,338 from 01014200-545501–Legal Notices; \$50 from 01014200-545502–Public Relations; \$210 from 01014200-556601–Prof. Dev. Seminars; \$350 from 01014200-556602–Prof. Dev. Dues to 01014200-522202–Professional Services.

Jamie Bratt, Director of Planning and Zoning, indicated the Plan of Conservation and Development is required by Connecticut State Statute to be updated once every ten years. The Planning and Zoning Commission has discussed doing to it now, 3 years ahead of schedule, so we have it in place before we become busy. Once reset, it will go forward for 10 years.

She will need +/- \$47,000 for the POCD update and then need additional funds of +/- \$28,000 for additional design studies and would like to transfer the funds. A P.O. will be set up and paid from the 2011-2012 budget. There is an excess in legal notices since the pipeline is slower and the length of the notices is much shorter.

Vote: 6-0 motion passes

FISCAL YEAR 2011-2012 TRANSFER

06-12-07	Jamie Bratt Director of Planning and Development	FROM:	01014200-501101 Full time salaries	\$21,605
		TO:	01014200-501102 Part time salaries To replenish part time salaries originally budgeted as full time.	\$21,605

Mr. Lavoie moved, seconded by Mr. Tesoro, to transfer \$21,605 from 01014200-501101–Full time salaries to 01014200-501102 Part time salaries.

Full time employee switched to part time. Budgeted funds to be transferred to part time account.

Vote: 6-0 motion passes

FISCAL YEAR 2011-2012 TRANSFER

06-12-08	Graham Bissett Building Official	FROM:	01023200-501101 Full time salaries	\$35,923
		TO:	01023200-581888 Capital Outlay Purchase technology equipment.	\$35,923
		FROM:	01023200-501101 Full time salaries	\$16,061
		TO:	01014200-501102 Part time salaries Cover part time salary originally budgeted in full time salary account.	\$16,061

Mr. Lavoie moved, seconded by Mr. Palo, to transfer \$35,923 01023200-501101–Full time salaries to 01023200-581888–Capital Outlay and to transfer \$16,061 from 01023200-501101–Full time salaries to 01014200-501102–Part time salaries.

Mr. Bissett indicated that he would like to use the funds, as follows:

- Tie into the GIS System
- Upgrade Ipods to take pictures
- New desktops and software; cannot run software on existing hardware

He did not put it in the budget since he was trying to stay at 3%; since he budgeted for a full time person and hired a part time person he has the extra funds.

Vote to transfer \$35,923: 6-0 motion passes

Vote to transfer \$16,061: 6-0 motion passes

FISCAL YEAR 2011-12 SUPPLEMENTAL APPROPRIATION

06-12-03	Timothy Herbst First Selectman	FROM:	General Fund	\$78,587
		TO:	01013800-522202 Professional Services System Efficiencies Consulting Services for Town and BOE.	\$78,587

Mr. Lavoie moved, seconded by Mr. Tesoro, to approve the supplemental appropriation of \$78,587 from the General Fund to 01013800-522202–Professional Services.

First Selectman Herbst spoke regarding the importance of having the Town of Trumbull join with the Board of Education in having and evaluation performed in the non-educational areas where joint efforts would be more efficient / cost savings and give their recommendations and plan of action. He went on to add that the review team selected the Gibson Group, thought to be the most qualified, and he and Mr. Lassogna agreed.

Vote: 6-0 motion passes

FISCAL YEAR 2011-2012 TRANSFER

06-12-09	Timothy Herbst First Selectman	FROM:	01010400-501102 Salaries Part Time	\$17,274
		TO:	01010400-501101 Salaries Full Time First Selectman's administrative assistant originally budgeted as part time.	\$17,274

Mr. Lavoie moved, seconded by Mr. Tesoro, to transfer \$17,274 from 01010400-501102–Salaries Part Time to 01010400-501101– Salaries Full Time.

Vote: 6-0 motion passes

FISCAL YEAR 2011-2012 TRANSFER

06-12-10	Maria T. Pires Director of Finance	FROM:	01011000-501101 Full time salaries	\$ 1,976
		TO:	01011000-501103 Seasonal salaries Seasonal to assist while employee on disability.	\$ 1,976

Mr. Lavoie moved, seconded by Mr. Palo, to transfer \$1,976 from 01011000-501101–Full time salaries to 01011000-501103– Seasonal salaries.

Mrs. Pires indicated that funds were used last summer to hire a part time employee to assist in department coverage during an employee's extended illness.

Vote: 6-0 motion passes

FISCAL YEAR 2011-2012 TRANSFER

06-12-11	Barbara Crandall Chief–Trumbull EMS	FROM:	01022600-534402 Program Supplies	\$ 2,712
		TO:	01022600-581888 Capital Outlay	\$ 2,712
			Purchase of radio equipment. FCC narrowband compliance requirement due 12/21/2012.	

Mr. Lavoie moved, seconded by Mr. Tesoro, to transfer \$2,712 from 01022600-534402– Program Supplies to 01022600-581888–Capital Outlay.

Ms. Crandall spoke regarding the purchase of radio equipment in order to meet the FCC narrowband compliance requirement due 12/21/2012. She indicated that the quote has changed twice since originally planned for in the budget and now cost \$2,712 more. The PO will be signed before the end of the fiscal year.

Vote: 6-0 motion passes

FISCAL YEAR 2011-12 SUPPLEMENTAL APPROPRIATION

06-12-04	Suzanne Burr Monaco Town Clerk	FROM:	General Fund	\$ 2,855
		TO:	01013600-501103 Salaries – Seasonal	\$ 2,855
			To increase Salaries – Seasonal account.	

Mr. Lavoie moved, seconded by Mr. Tesoro, to approve the supplemental appropriation of \$2,855 from the General Fund to 01013600-501103–Salaries – Seasonal.

Vote: 4-2-0 (against: Palo-Rutigliano) motion passes

FISCAL YEAR 2011-2012 TRANSFER

06-12-05	Suzanne Burr Monaco Town Clerk	FROM:	01013600-522205 Program Expense	\$ 620.00
			01013600-534402 Program Supplies	\$1,407.00
			01013600-556601 Professional Dev-Seminar	\$ 76.00
			01013600-556602 Professional Dues	\$ 90.00
		TO:	01013600-578801 Service Contract	\$ 400.00
			01013600-501103 Salaries – Seasonal	\$1,960.00
			01013600-545501 Legal Notices	\$ 633.00
			To increase Salaries – Seasonal account and Legal Notices	

Mr. Lavoie moved, seconded by Mr. DeGennaro, to transfer \$620.00 from 01013600-522205–Program Expense; \$1,407.00 from 01013600-534402–Program Supplies; \$76 from 01013600-556601–Professional Dev-Seminar; \$90 from 01013600-556602–Professional Dues; \$400 from 01013600-578801–Service Contract to 01013600-501103–Salaries – Seasonal \$1,960; to 01013600-545501 Legal Notices \$633.

Vote: 3-3 (against: Palo; DeGennaro; Tesoro) motion fails

6-12-01 – BONDING RESOLUTION

Mr. Lavoie moved, seconded by Mr. Tesoro, to read the title and Section 1 of the 2012-2013 CIP Bond Resolution in their entirety and to waive the reading of the remainder of the resolution, incorporating its full text into the minutes of this meeting. The full resolution is attached hereto.

The ayes and nays were as follows:

AYES

Mr. Palo
Mrs. Hammers
Mr. Lupien
Mr. Tesoro
Mrs. Penkoff

NAYS

The motion passed unanimously 5-0.

The Chairman read the title and section 1 of the following proposed resolution:

RESOLUTION APPROPRIATING \$3,430,000 FOR THE TRUMBULL BOARD OF EDUCATION CAPITAL IMPROVEMENT PLAN 2012-2013 AND AUTHORIZING THE ISSUE OF \$3,430,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

Section 1. The sum of \$3,430,000 is appropriated for the planning, acquisition and construction of the Town of Trumbull Board of Education Capital Improvement Plan 2012-2013, as adopted and amended by the Town Council from time to time, and consisting of: (i) Life Safety; (ii) Energy efficiency (iii); (iv) miscellaneous other school system wide improvements; and for appurtenances, equipment and services related thereto, or so much thereof as may be accomplished within such appropriation, including administrative, advertising, printing, legal and financing costs to the extent paid therefrom, said appropriation to be in addition to all prior appropriations for said purpose. The Town Council may by resolution transfer funding herein authorized among projects within the 2012-2013 CIP.

Mr. Rutigliano moved, seconded by Mr. Lavoie, to amend the bond amount to \$2,277,410.

Mr. Rutigliano withdrew his motion. Mr. Lavoie withdrew his second.

Mr. Rutigliano moved, seconded by Mr. Lavoie, to amend the bond amount to \$2,577,655, to include the following: Vinyl floor \$186,000; Madison roof \$900,000; Middlebrook windows \$1,062,500; Madison fuel tanks \$283,250; 6% design and engineering fee \$145,905.

Vote to amend the bond amount of \$3,400,000 to \$2,577,655: 6-0 motion passes

Mr. Rutigliano moved, seconded by Mr. Lavoie, that said resolution be adopted as amended.

The ayes and nays were as follows:

AYES	NAYS
Mr. Lavoie	
Mr. Rutigliano	
Mr. Palo	
Mr. DeGennaro	
Mr. Tesoro	
Mrs. Hammers	

Amended Resolution passes 6-0

The Chair called a recess at 9:10. The meeting reconvened at 9:20.

6-12-02 – BONDING RESOLUTION

Mr. Lavoie moved, seconded by Mr. Tesoro, to read the title and Section 1 of the 2012-2013 CIP Bond Resolution in their entirety and to waive the reading of the remainder of the resolution, incorporating its full text into the minutes of this meeting. The full resolution is attached hereto.

The ayes and nays were as follows: ·

AYES	NAYS
Mr. Lavoie	
Mr. Rutigliano	
Mr. Palo	
Mr. DeGennaro	
Mr. Tesoro	
Mrs. Hammers	

The motion passed unanimously 6-0

The Chairman read the title and section 1 of the following proposed resolution:

RESOLUTION APPROPRIATING \$1,629,480 FOR THE TRUMBULL CAPITAL IMPROVEMENT PLAN 2012-2013 AND AUTHORIZING THE ISSUE OF \$1,629,480 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

Section 1. The sum of \$1,629,480 is appropriated for the planning, acquisition and construction of the Town of Trumbull Capital Improvement Plan 2012-2013, as adopted and amended by the Town Council from time to time, and consisting of: (i) Public Facilities; (ii) other projects; (iii) enterprise, and for appurtenances, equipment and services related thereto, or so much thereof as may be accomplished within such appropriation, including administrative, advertising, printing, legal and financing costs to the extent paid therefrom, said appropriation to be in addition to all prior appropriations for said purpose. The Town Council may by resolution transfer funding herein authorized among projects within the 2012-2013 CIP.

Mr. Rutigliano moved, seconded by Mr. Tesoro, to amend the bond amount to \$978,690.

Mr. Rutigliano withdrew his motion. Mr. Tesoro withdrew his second.

Mr. Rutigliano moved, seconded by Mr. Tesoro, to amend the bond amount to \$955,740, as follows:

\$1,629,480 less the bonding fee \$64,980 = \$1,564,500; \$1,564,500 less the generator \$250,000; feasibility study, town hall/annex \$40,000; Police fence \$65,000; wash bay \$250,000; disaster recovery \$22,50 = \$937,000 plus bonding fee \$18,740 = \$955,740

Vote to amend the bond amount of \$1,629,480 to \$955,740: 6-0 motion passes

Mr. Rutigliano moved, seconded by Mr. Tesoro, that said resolution be adopted as amended.

The ayes and nays were as follows:

AYES	NAYS
Mr. Lavoie	
Mr. Rutigliano	
Mr. DeGennaro	Mr. Palo
Mr. Tesoro	
Mrs. Hammers	

Resolution passes 5-1 (against: Mr. Palo)

APPROVAL OF MINUTES

Mr. Rutigliano moved, seconded by Mr. Tesoro, to amend the minutes of the April 25, 2012 meeting as follows:

BE IT FURTHER RESOLVED: That effective July 1, 2012, the unexpended amount for fiscal year 2011-2012 shall may be deposited, in accordance with section 10-248a of the general statutes, into a non-lapsing account, account #01-315400, and shall be assigned to the Board of Education for their exclusive use.

Vote to approved the amendment: 6-0 motion passes

Vote to approve the Amended April 25, 2012 minutes: 6-0 motion passes

By unanimous consent, the minutes of the May 10, 2012 and May 23, 2012 meetings were approved as presented.

ADJOURNMENT

By unanimous consent, the meeting was adjourned at 10:45 P.M.

Respectfully submitted,

Phyllis C. Collier
Clerk – Board of Finance

**TOWN OF TRUMBULL
NOTICE OF SPECIAL MEETING
BOARD OF FINANCE**

DATE: July 24, 2012
TIME: 7:00 p.m.
PLACE: Council Chambers

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

FISCAL YEAR 2012-13 SUPPLEMENTAL APPROPRIATION

07-12-06	Barbara Crandall EMS	FROM:	Fund Balance	\$28,050
		TO:	01022600-522202 Professional Services	\$28,050
			Assessment of Town EMS System	

ADJOURNMENT

TOWN OF TRUMBULL
BOARD OF FINANCE

REQUEST FOR ACTION

DATE: July 24 2012
AGENDA: 7-12-06
AMOUNT: \$28,050.00

2011-2012

(A) APPROPRIATION

FROM: ACCOUNT NO.
ACCOUNT NAME Fund Balance 28,050.00

TO: ACCOUNT NO. 01022600-522202
ACCOUNT NAME Professional Services 28,050.00

(B) TRANSFER

FROM: ACCOUNT NO.
ACCOUNT NAME

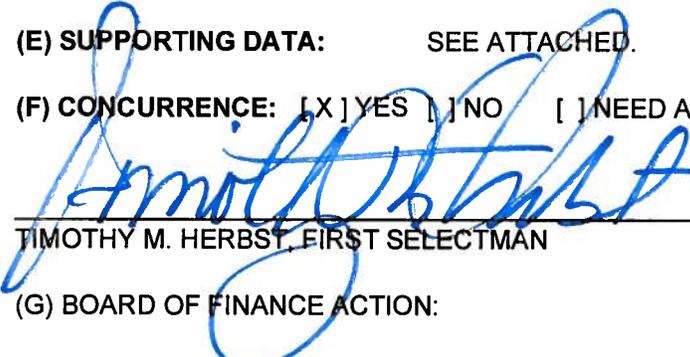
TO: ACCOUNT NO.
ACCOUNT NAME

(C) SUMMARY OF REQUEST: Assessment of Town EMS System

(D) REQUESTED BY: Barbara Crandall, EMS Chief

(E) SUPPORTING DATA: SEE ATTACHED.

(F) CONCURRENCE: YES NO NEED ADD'L INFORMATION


TIMOTHY M. HERBST, FIRST SELECTMAN

(G) BOARD OF FINANCE ACTION:

1. APPROVED
2. RECOMMENDED TO TOWN COUNCIL
3. TABLED
4. DENIED
5. OTHER

**Town of Trumbull, Connecticut
Request for Proposal (RFP)
Assessment of Town EMS**

RFP #5927 DUE: May 9, 2012 Noon / 3:00pm

RESPONDER'S INFORMATION & SIGNATORY FORM



The Holdsworth Group, LLC
Holdsworth Pelton & Associates, Inc.
269 Main Street
Cromwell, CT 06416
860.638.1800 Fax: 860.638.1801

www.Holdsworth.com

Number of years in business:

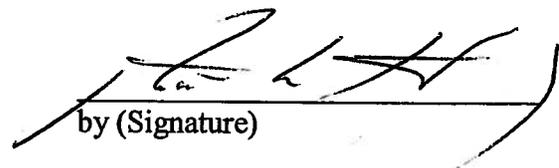
- Holdsworth Pelton & Associates, Inc 24 years CT # 0290679
- The Holdsworth Group, LLC 2 years CT# 1005387
 - Created in 2010 to separate consulting & billing service groups.

Contact for this RFP

Bob Holdsworth, President
bob@holdsworth.com

The Holdsworth Group, LLC
269 Main Street
Cromwell, CT 06416

May 9, 2012



by (Signature)

Robert L. Holdsworth
President
860.638.1800 fax: 860.638.1801



Proposal for an Assessment of the
Town EMS System

presented to

Town of Trumbull, Connecticut

by

The Holdsworth Group
269 Main Street
Cromwell, CT 06416
860.638.1800

www.Holdsworth.com

May 9, 2012



Improving the health of your EMS system. sm

May 9, 2012

Robert J. Chimini, Purchasing Agent
RFP Review Committee Members
Town of Trumbull
5866 Main Street
Trumbull, CT 06611

RE: RFP # 5927 Assessment of Town EMS

Dear Mr. Chimini and RFP Review Committee Members,

Thank you for the opportunity to present this proposal to you. Managing an EMS system is getting tougher everyday, decisions about operations, structure and change are difficult and, if not done right, costly. Bringing in an objective outsider to take an unbiased look at how you are currently doing things, with an eye on the future, is an invaluable tool.

Our consulting engagements result in recommendations that provide greater service, improved operating efficiencies, a higher level of satisfaction in the communities served and sound economic strategies that result in positive cash flow. We look forward to assisting you in conducting this assessment. We have successfully handled similar projects in the past.

March of this year marked our 24th anniversary in business. We have grown dramatically in the past several years due largely in part to the hundreds of satisfied municipal, volunteer and non-profit agencies just like yours that use our services. We have worked directly with, or provided products to, agencies in 42 states, Canada, the UK, Australia and the Netherlands. In fact, this growth led us to separate the functions of our business into two companies in 2010.

The Holdsworth Group now handles the consulting, marketing and management projects and the original firm, and our sister company, Holdsworth, Pelton & Associates is the 2nd largest submitter of ambulance claims in Connecticut, representing over 32% of the services in the state. That company provides strictly ambulance, fire and paramedic billing services.

Together, we offer services in these areas:

Management/Strategic Planning: EMS system evaluations, operations audits, contract negotiation assistance, customer service, leadership recruiting, business coaching as well as real-world, effective classroom leadership and teambuilding training programs. We have provided assistance to more than 6,300 leaders representing more than 820 separate clients.

Funding & Reimbursement: evaluation of the funding mechanisms in place, assessment of payer mix, training on billing and collection practices as well as bill processing services for agencies in CT and MD (currently). We also developed and operate the first national insurance HIPAA compliant, data collection site designed specifically for the ambulance industry, **www.AmbulanceBill.com**



Marketing: We offer complete marketing solutions including public relations, media management, governmental agency education, website design and social media integration. In addition a full range of agency marketing plans, strategies and brochures can be created to accomplish and marketing need. **Download our complimentary report:**



Survival Marketing: 52 Ridiculously Effective Ways to Market Your EMS Service or Fire Department

Go to: **www.Holdsworth.com** and look for the link.

Each member of our consulting staff is **REQUIRED** to remain active in their field of expertise. **ALL** of our EMS/Fire/Communications consultants all continue to work duty shifts with a wide variety of services. It is this level of experience and commitment to the emergency service field that our clients tell us sets us apart. Our advice comes from current, up to date knowledge, not an outdated been-behind-the-desk-for-years perspective.

As the lead consultant for your project, I should tell you briefly about my background. I was the General Manager for one of two ambulance services serving the City of Hartford, Connecticut. That service responded to more than 25,000 requests for service annually and during my tenure, we grew the company more than 418% and initiated ALS-Paramedic level service in the capital city for the first time.

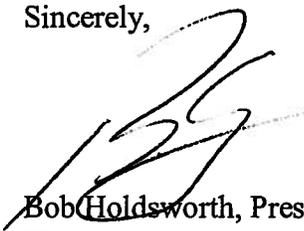
I then served as the EMS Coordinator at Lawrence & Memorial Hospital, which has Connecticut's second busiest emergency department. I founded and then supervised the regional ALS program that covers more than 11 municipalities. This experience, and the work that we have done with agencies all across the country improving ambulance services and building or strengthening ALS services, helps me to understand the operational issues facing your agency as you ponder your future in these changing times.

I was also part of the resource team that crafted the legislation in 1996 that created and legalized the 'Bundle Billing' process which allows ALS agencies to work out agreements with their BLS services to get paid by Medicare for services.

Thanks again for allowing us to present The Holdsworth Group to you. We will be available for interviews either in person or via conference call to answer any questions that you or any of your colleagues might have.

We look forward to your selection and to working with you. If you have any questions please call the office toll-free at 1-800-437-8347.

Sincerely,



Bob Holdsworth, President
The Holdsworth Group, LLC

FEIN# 27-2660719

voice: 860.638.1800
fax: 860.638.1801
email: bob@holdsworth.com
web site: www.Holdsworth.com

Project Scope

Focused review of the current system

We understand that we are being retained to conduct an independent review of the operation of the Trumbull Emergency Medical Services as well as the other participants in the EMS system. We are specifically evaluating the structure, staffing and business operations practices with a view towards efficient and effective service delivery. You are particularly interested in seeing a review of organizational structures, level of service, staffing, benefits, funding sources, call volumes and overall cost effectiveness.

As we discussed, I recommend a focused study to identify the capabilities of the current system and the issues facing them. It is important that any recommendations be made with a working knowledge of the existing situations as well as an assessment of future needs.

We will need to meet (phone or in person) with specific Town officials, representatives of each response agencies, the State of Connecticut Department of Public Health and legal counsel if applicable.

The report will address the following areas:

1) Staffing Levels

We will present a series of options to deal with the staffing of the EMS units. We will examine the following options: staffing levels, pay policies, benefit policies, job descriptions and retention.

2) Number of units

We will look at the current call volume, the source of those calls and the current vehicle deployment patterns. Adjustments and recommendations in deployment will be made if necessary.

3) Management of EMS

We will recommend any adjustments to the management structure of your EMS system. We will develop written guidelines for management to supplement the recommendations that we make. Job descriptions will be provided for any positions that are recommended.

4) System Operations

An evaluation of the current vendors and system partners will be completed. We will then make recommendations for maintaining relationships or restructuring them. This includes the potential need to separate and conduct individual RFPs for various portions of the operation.

5) Potential Growth Areas

Our report will include a discussion of growth opportunities and new markets that exist in the area and an analysis of cost / benefit issues. We will examine the service area and attempt to help determine the most effective course of action in either expanding strictly to cover your Primary Service Area (PSA) or to assume greater responsibility in the region through strategic alliances or acquisitions.

6) Facilities

We will evaluate the need and the availability of possible additional stations, their locations as well as the number of vehicles and/or system status posting locations (especially during daytime coverage).

7) Call Analysis

We will evaluate all available data from the communications center, internal reports and the interview process to add subjective perspective to the hard data. We look at all three of these as important because people's perceptions are as important as the hard objective data. We will expect access to communications center records and we will require the timely generation of statistical reports. Our normal procedure is to evaluate the current and the previous two years worth of data to look for trends.

8) Funding

In order for us to establish the true and full picture of the cost operating EMS, we will need copies of the budgets for the current and previous two fiscal years. We can then evaluate the current needs, growth needs and the sources and amounts of revenue. Tax subsidies, fund raising, and grant programs will all be explored.

Billing is most likely the primary revenue source. An analysis of the billing system that is now in place will be conducted and a revenue projection for the upcoming year will be included. We will quantify your payer mix as well as the collection rate over the last three years.

9) Recommendations

We will prepare an action plan / timetable (the foundation for your business plan) to accomplish the recommended course(s) of action. We will also be available to you via phone, email, fax and courier after the presentation of the final report to help guide the implementation, for a period of 60 days.

Access to Premises

For all agencies involved in the EMS system, we will expect access to:

- | | |
|------------------------|---|
| business records | financial records (budgets, grants, fundraising, billing) |
| response statistics | policies & procedures |
| insurance certificates | members of the administration of all agencies |

In addition, we will be looking for all municipal budget information for any revenue or expenses related to the EMS system.

This may prove not to be an all-inclusive list as we move forward in the process. Basically, we will expect full and complete access and cooperation.

All information disclosed to us or prepared will remain strictly confidential.

However, we cannot guarantee the confidentiality of the final report once it is delivered to you.

Amendments-Changes in Scope

We agree that no changes in project scope or contract language will be made without additional written agreement. Upon notification of acceptance of this proposal, we will send two copies of a contract to you for execution.

Project Team

All of the folks working on your project will be our staff. To help keep your costs lower, we employ a wide range of qualified independent experts on an as needed basis, but the work is done completely under our supervision from start to finish.

Team Leader: BOB HOLDSWORTH

Bob has been leading customer-focused organizations for more than 36 years, 33 of those in EMS. In each position, he has had the responsibility for team member orientation and education as well as motivating folks to provide high levels of customer service in demanding, fast-paced, people-focused environments.

His diverse background includes serving as a manager for two national food service corporations, an officer and trainer for the Connecticut Department of Corrections and the General Manager for a large private ambulance service that experienced profitable 418% growth in a four year period.

Bob also held the position of Emergency Medical Services Coordinator at one of Connecticut's busiest hospital Emergency Departments. His responsibilities included developing relationships and providing customer service to more than 35 area agencies and the implementation of a regional paramedic response service providing care to 11 municipalities. This unique service integrates both paid and volunteer staff and has been model for many agencies around the country.

In the past 24 years, he and his partners have worked closely with more than 820 organizations and trained more than 6,300 folks in the fine art of leadership, teambuilding, client service, marketing and operational improvement.

In 1988, he founded Holdsworth & Associates, Inc. a consulting and medical billing practice that has grown 748% since 1994 with 93% client retention. In 2010, he split off the consulting only practice under The Holdsworth Group, LLC. As a Business Coach, Bob has had the privilege to work with a wide variety of organizations spanning 48 different industries all across the country and internationally.

Bob is a nationally recognized speaker, author and has been honored as a biographee in *Who's Who in Healthcare* and *Who's Who in the World*.

Consultant Responsibility

1. If required, we will provide a full and open presentation to the Boards of Selectmen and/or Finance as well as to the TEMS Board & membership. At each meeting, we will allow for a question and answer session.
2. The 'not to exceed' sum and payment terms can be found in the 'Pricing Proposal' section of this response.
3. We will provide you (10) bound copies of the final report.

We have NO known conflicts of interest with any agencies, companies or persons involved in this project.

Benchmark Dates:

We can currently offer you the following project dates:

Late May	Notification of award received by us
Start Date: (options)	Week of June 12 th or June 26 th
Draft report	Draft report presented to the Board - week of September 10 th
Board presentation	On-site presentation to the Boards and the report presented in final written form week of September 17 th .
1 week after presentation	Work/planning session to begin implementation plans.

The interview process will require the coordination of schedules to facilitate all interviews being completed as quickly as possible. Evening hours can be utilized if necessary.

We will send a list of 'information to have available' to each interviewee prior to the meeting.

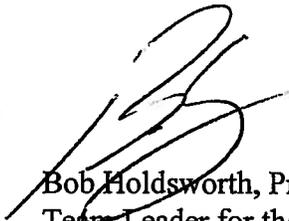
RETURN ON INVESTMENT

When we have completed this project you will have:

- a clear vision for the future,
- a system that is efficient and effective
- projections of EMS costs for Town and internal budgeting needs
- recommendations for a strong organizational structure, which may include additional positions
- improved by-laws and SOPs
- stronger HR program (job descriptions, benefit plans, etc.)
- feasible methods to develop and finance the growth of the EMS system
- a complete assessment of market and growth potential opportunities
- ~~specific strategies to staff the organization at the ALS level~~
- a prioritized action plan to accomplish your goals,
- the foundation for a business plan for the stability and growth of the EMS System

Our entire team looks forward to working with you on this project !

Respectfully submitted,



Bob Holdsworth, President
Team Leader for the
Town of Trumbull EMS System Assessment Project.

Attachment A Partial Reference List

L & M Hospital Paramedics, CT System design, operations, billing	Ron Kersey	860-444-5164
Town of Southbury, CT EMS System evaluation/ paramedic service	Bill Davis Jennifer Naylor	203.262.0600 x 254
K-B Ambulance Corps, Inc., CT Agency evaluation for upgrade to paramedic service	Randy Daggett	860.774.7625
Town of Cheshire, CT EMS system evaluation, paramedic contract negotiation	Mike Milone	203.271.6660
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Northeastern Connecticut Council of Governments Evaluation of the regional EMS system needs leading to an RFP and contract for regional paramedic service	John Filchak	860.774.1253
Town of North Branford, CT Evaluation of staffing need, response issues, budget and strategic planning leading to a contract for staffing services.	Anthony Esposito	203-484-6002
Wetzel County Emergency Ambulance Authority, WV County system evaluation, redesign, fiscal planning	Jim Colvin	304-451-2314
Lauderdale County/ Metro Ambulance Service, MS County system evaluation, redesign, fiscal restructure	Clayton Cobbler	601-485-2958
Hunt Memorial Hospital District, TX County system evaluation, restructure of system, RFP creation and RFP selection process	Richard Carter	903-408-1600
Colorado Health Department, EMS Division Rural manager curriculum development, reimbursement seminars, recruiting and retention program research and design.	Mike Armacost	303-692-2982
City of Trenton EMS, NJ System audit, strategic plan, EMS Director selection, reimbursement system restructure	Rich Snyder	609-989-4041
Town of Mamaroneck, NY Assisted in establishing EMS Authority, billing	Ed McCormack (retired)	914-381-7838

Aetna Ambulance Service, CT Interim management, contract negotiation, marketing	Jean Grady (deceased)	860-249-2079
Golden Cross Ambulance, NH Safety management, contract negotiation, operations issues	Richard Brown	603-442-6660
Linden EMS, NJ System review, analysis and recommendations	Tom Angelo	732-381-8887 x16

**TOWN OF TRUMBULL
RFP 5927 - REQUEST FOR PROPOSAL
EMS ASSESSMENT
DUE: May 9, 2012 @ 12:00 Noon**

	COMPANY	ADDRESS	CONTACT	PHONE	Proposed Fee
1	Integral Performance Solutions	5544 Whisper Creek Ln, Wilmington, NC 28409	Todd Hatley	919.656.5700	\$27,300.00
2	Emergency Management Solutions	141 South Main Street, Beacon Falls, CT 06403	Darrald Atwood	203.729.2800	\$9,800.00
3	Holdsworth Group	269 Main Street, Cromwell, CT 06416	Bob Holdsworth	860.638.1800	\$21,750.00
4	Tri Data Division, System Planning Corp	3601 Wilson Blvd., Arlington, VA 22201	Philip Schaeenman	703.351.8298	\$30,000.00
5					

Robert J. Chimini
Purchasing Agent



**Retainer Agreement
between
SAMPLE
and
The Holdsworth Group, LLC**

1. The SAMPLE Ambulance ("you", "your"), hereby retains the services of The Holdsworth Group, LLC ("we", "our," "us") beginning _____, 2012 to assist with operational issues and the on-going needs of your organization.

Services, information and materials provided under this agreement may not be duplicated, shared, or otherwise distributed in any way to persons or organizations other than the New Milford Community Ambulance, or other people and agencies directly involved with you in the operation of your business. The information provided is exclusively for internal use by you.

2. You may call us toll-free during business hours with any questions or concerns related to the operation of your service or business. After business hours, your message in our 24-hour voice mail will be promptly returned the next business day. All communication with you or your workers and all access to your organization's materials will be handled in strict confidence.
3. You may use your retainer hours in any combination of the following:
- Telephone consultations
 - Discussion of specific incidents and recommended courses of action
 - Research to answer your questions
 - Generation of written answers to your inquiries -- faxed or mailed
 - Drafting documents and/or reports for the you
 - Representation at meetings as directed by you
 - Education/training sessions for workers, leaders, vendors or the media
 - On-site work - based hourly
4. Expenses are not part of this retainer agreement. (none expected)
5. In our rate schedule effective January 1, 2012, consulting services are billed at the normal rate of \$395.00 per hour/\$3,160 per day.
Travel, outside the State of CT, is billed at 50% of the applicable hourly rate.
As an existing client, this contract offers you a specially discounted rate beginning at \$350/hr.

Choose the number of retainer hours based on your anticipated needs, as shown below.
Hours are "banked" in your account until they are expended or up to 18 months from the date of this agreement. Additional hours may be purchased in blocks at the rates in effect at that time of the renewal.

Retainer for	Regular Rates	Retainer Fee	Savings
18 hours	\$ 7,110	\$ 6,300	\$ 810 - 12%
36 hours	\$14,220	\$12,060	\$2,133 - 15%
72 hours	\$28,440	\$23,320	\$5,120 - 18%

Please indicate your choice of service agreement. Initial here

- a. 18-hour retainer, (1) **payment** due at contract signing _____
- b. 36-hour retainer, (2) payments of \$ 6,030.00 each _____
- c. 72-hour retainer, (2) payments of \$11,660.00 each _____

Note: For all multiple payment options, the first payment is due at the time of the contract signing. The additional payments are due on the 1st day of each subsequent month after signing OR if hours are expended faster due to project timetables, the next payment is due as soon as the current hours are expended.

We reserve the right to add 1.5% per month to outstanding balances over 30 days. You will be responsible for any collection costs and/or attorney's fees allowed by law. Any legal action required pursuant to this contract will be based in Connecticut and on applicable Connecticut law.

- 6. The issues addressed during evaluation and the formation of policies, plans and recommendations for the SAMPLE Ambulance may change without the control of The Holdsworth Group, LLC. It is understood that The Holdsworth Group, LLC will not be held liable for any workplace policies, practices or conditions not accurately disclosed to us, nor for changes that occur after our discussions, nor for recommendations that are not acted upon. This contract does not guarantee specific results or positive outcomes.

I have read the above listed terms and conditions and hereby agree that the contract shall be executed as listed. No other terms or conditions apply unless specifically authorized and agreed to in advance by both parties in writing. The determination that one or more provisions of this contract is invalid, void, illegal or unenforceable shall not affect or invalidate the remainder.

Signed this _____ day of _____, 2012

 NAME, President
 duly authorized representative
 SAMPLE Ambulance

 Robert L. Holdsworth, President
 duly authorized representative
 The Holdsworth Group, LLC

Philanthropy Selection

It is the corporate policy of The Holdsworth Group to donate 5% of gross sales to charity. Please select the charity that you would like us to support with the contribution from your engagement.

Our 2012 designated charities are:

- Fathers of the Brave.org
- St. Jude's Children's Hospital

AGREEMENT
BETWEEN THE STATE OF CONNECTICUT
AND
THE TOWN OF TRUMBULL
FOR THE CONSTRUCTION, INSPECTION AND MAINTENANCE
OF THE
PEQUONNOCK RIVER TRAIL
UTILIZING FEDERAL FUNDS
FROM THE
URBAN COMPONENT OF
THE SURFACE TRANSPORTATION PROGRAM

State Project No. 144-186

Federal-Aid Project No. PEDS(147)

THIS AGREEMENT, concluded at Newington, Connecticut, this day of , 201 , by and between the State of Connecticut, Department of Transportation, James Redeker, Commissioner, acting herein by Thomas A. Harley, P.E., Bureau Chief, Bureau of Engineering and Construction, duly authorized, hereinafter referred to as the "State", and the Town of Trumbull, Town Hall, 5866 Main Street, Trumbull, Connecticut 06611, acting herein by Timothy M. Herbst, First Selectman, hereunto duly authorized, hereinafter referred to as the "Municipality", or collectively referred to as the "Parties".

WITNESSETH, THAT,

WHEREAS, the required contract plans, specifications and estimates have been prepared for the Pequonnock River Trail, extending from Quarry Road to Beardsley Park, hereinafter referred to as "improvements", and

WHEREAS, said improvements include, but are not limited to a 5,100-foot long, 10-foot wide bituminous concrete multi-use trail, a bridge replacement, minor drainage improvements, landscaping, signage, and trail amenities, herein identified as State Project No. 144-186 and Federal-aid Project No. PEDS(147), hereinafter referred to as the "Project", and

WHEREAS, the Municipality shall be responsible for the construction phase of the Project, which includes, but is not limited to, administration, inspection, and construction engineering services in conjunction therewith, and

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), provides funding authorization for "Federal-aid highways, highway safety programs, and transit programs, and for other purposes," and

WHEREAS, the local match will be provided in accordance with the Federal Highway Administration's approved "Pequonnock River Trail (formerly Housatonic Railroad Trail) – Innovative Financing Plan", dated 04/13/12, as amended, attached to and made part hereof, and

WHEREAS, the State is exempt from any liability in conjunction with the subject Project pursuant to Section 13a-153 of the Connecticut General Statutes, as revised, and

WHEREAS, Section 13a-165 of the Connecticut General Statutes, as revised, provides that the Commissioner of Transportation is authorized... "(b) to apply for and to obtain moneys, grants, or other benefits from the United States or any agency thereof in connection with roads, bridges or highways and

(c) to approve all programs, conclude all agreements, accept all deeds, make all claims for payment, certify all matters and do any and all other acts and things necessary or desirable to meet the requirements of and obtain such moneys, grants or benefits from the United States or other agency thereof.”, and

WHEREAS, the Municipality has requested that federal funding be obligated so that Project-related construction activities can be authorized.

NOW, THEREFORE, FOR GOOD AND OTHER VALUABLE CONSIDERATION:
THE PARTIES HERETO AGREE AS FOLLOWS:

DEFINITIONS:

The following definitions shall apply to this Agreement:

The term “Claims” as used herein is defined as all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

The term “Municipality Parties” as used herein is defined as a Municipality’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Municipality is in privity of oral or written contract and the Municipality intends for such other person or entity to perform under the Agreement in any capacity.

The term “Project” as used herein is defined as a 5,100-foot long, 10-foot wide bituminous concrete multi-use trail, a bridge replacement, minor drainage improvements, landscaping, signage, and trail amenities.

The term “Records” as used herein is defined as all working papers and such other information and materials as may have been accumulated by the Municipality in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

The term “State” as used herein is defined as State of Connecticut, including the Department of Transportation (“Department”), and any office, department, board, council, commission, institution or other agency or entity of the State.

ARTICLE I. THE MUNICIPALITY SHALL:

(1) Designate an individual to act as liaison with the State to provide for the proper interchange of information during the construction phase of the Project and all activities related thereto.

(2) In accordance with Section 13a-98f of the General Statutes of Connecticut, as revised, “issue an appropriate order to any utility to readjust or relocate in or remove its utility facility at its own expense from any such federal surface transportation urban program roadway or facility as is deemed necessary by the municipality,” . . .”provided the cost of readjusting, relocating or removing any municipally-owned utility facility shall be apportioned on the same basis as the cost of constructing such roadway or facility,” . . . located within the municipal right-of-way and the Municipality shall take all necessary legal action provided under Section 7-148 of the Connecticut General Statutes, as revised, to enforce compliance with the issuance of such order.

Any delays resulting in charges or claims by the Municipality’s Prime Contractor which are the result of the failure of any utility to readjust or relocate in or remove its facilities within the area impacted

by the Project because of the failure of the Municipality to carry out its responsibility, as outlined in the first paragraph of this Article I., Paragraph (2), shall become the responsibility of the Municipality.

(3) Incorporate, if applicable, the "Special Provisions, Disadvantaged Business Enterprises" requirements set forth in Exhibit A, Schedule 1 (attached herewith), dated February 26, 2009, as may be revised from time to time, as a material term of any contract or agreement the Municipality enters into with its Prime Contractor, and if applicable, its Inspection Consultant. The Municipality shall also include the applicable contract goal established by the State for the Project in any contract and/or agreement it enters into with its Prime Contractor, and if applicable, its Inspection Consultant.

(4) Incorporate, if applicable, the "Special Provisions, Small Business Participation Pilot Program" requirements set forth in Exhibit A, Schedule 2 (attached herewith), dated February 3, 2009, as may be revised from time to time, as a material term of any contract or agreement the Municipality enters into with its Prime Contractor, and if applicable, its Inspection Consultant. The Municipality shall also include the applicable contract goal established by the State for the Project in any contract and/or agreement it enters into with its Prime Contractor, and if applicable, its Inspection Consultant.

(5) Advertise, receive bids, award a contract or contracts, make payments to a contractor or contractors, and administer construction activities associated with the Project, upon written approvals by the State, separate from this Agreement.

(6) Obtain bids for all Project items to be supplied or constructed by the Municipality's Prime Contractor utilizing a bidding procedure, which must be in compliance with Federal requirements (Title 23, Chapter I, Part 635) and must be reviewed and approved by the State prior to advertisement of the Project. The Municipality shall comply with and include the following documents as a part of its Project bid documents and its contract for each Project:

- (a) The "State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, and Incidental Construction Form 816" ("Form 816"), as may be amended from time to time;
- (b) Any Supplemental Specification(s) to Form 816;
- (c) "Required Contract Provisions" (Form PR-1273), set forth in Exhibit A, Schedule 3 (attached herewith) as may be revised from time to time; and
- (d) Connecticut Required Contract Provisions, State of Connecticut and attachments thereto, as may be amended from time to time.

(7) Obtain the Bid, Performance and Payment Bonds in accordance with Form 816. The Municipality shall analyze all bids, submit a bid summary, including the non-collusion affidavit that the Municipality has received, and any other applicable bid submission requirements pursuant to the Specifications, and request in writing the State's approval to award the Project to the lowest responsible bidder. The Municipality shall receive in writing, and review to ensure that the following pre-award documents are acceptable prior to the award of the contract to the lowest responsible bidder:

- (a) Disadvantaged Business Enterprises and/or Small Business Participation Pilot Program documentation is in order;
- (b) A schedule of progress or time chart for the Project has been developed by the Prime Contractor and submitted in writing to the Municipality; and
- (c) A complete statement of the origin and manufacturer of any manufactured materials to be used in the construction phase of the Project has been furnished. In conjunction therewith, the "Anticipated Source of Material - CON 83" form will be provided by the

State.

After verification by the Municipality, the State shall affirm in writing that the affirmative action and pre-award requirements (indicated in Article I., Paragraph (7), subparagraphs (a) and (c) herein) have been complied with.

(8) Make no change which will increase the cost of the Project or alter the character or scope of work without prior State approval. In addition, the Municipality shall not grant any contract time extensions without advanced State approval.

(9) Notify the State as to the commencement of the Project's construction activities via the "CON 100M" Form in Exhibit A, Schedule 4 (attached herewith). Failure to properly file this form with the State shall jeopardize the Federal share of the funding for the Project and shall result in the Municipality being responsible for all Project costs.

(10) Provide administration, inspection, field density testing and construction engineering services during the construction phase of the Project. The construction engineering services may include, but not be limited to, consultation, advice, visits to the work site, design services as may be required and review and approval of all shop details and construction drawings received from the Prime Contractor. The Municipality shall also submit to the State for review and approval, the name(s) and qualifications of the Municipality's individual(s) responsible for the administration and inspection of the Project prior to advertising the Project.

(11) Prepare and submit to the State for review, any proposed agreements or contracts in conjunction with the Project between the Municipality and consultants and/or contractors to affirm compliance with State and Federal requirements as well as to obtain written approval as to form and content of said documents prior to the Municipality's execution thereof. In addition, all extra work claims submitted by consultants and/or contractors to the Municipality must be approved, in writing, by the State prior to the Municipality granting said consultants and/or contractors authorization to proceed.

No reimbursable costs may be incurred by the Municipality in conjunction with consultant agreements or supplements to consultant agreements prior to the State's written approval of same.

The Municipality hereby acknowledges and agrees to comply with the guidelines set forth in Exhibit A, Schedule 5 (attached herewith), Policy No. F&A-30, dated April 12, 2006; Subject: Maximum Fees for Architects, Engineers and Consultants and the Office of Policy and Management's General Letter No. 97-1, dated November 21, 1996, set forth in Exhibit A, Schedule 6 (attached herewith).

The Municipality shall ensure that all parties to the Project contract are in compliance with the audit requirements set forth in Title 48, Section 31 of the Code of Federal Regulations (CFR) and Title 23, Section 172 CFR, as revised, when retaining consultants.

(12) Perform the functions and operations described in the "Department of Transportation, Bureau of Engineering and Construction, Construction Manual, Office of Construction, January 2011"; "Construction Engineering and Inspection Information Pamphlet for Consultants, Connecticut Department of Transportation, Office of Construction, August 2008"; "Municipality Manual-Connecticut Department of Transportation, Bureau of Engineering and Highway Operations, Office of Construction, July 2008"; "Pamphlet for Monitoring Performance and Payment Requests for Consultants, June 1994"; "Materials Testing Manual, 2004, Chapter 7, entitled "Schedule of Minimum Requirements for Sampling Materials for Test"; "Public Service Facility Policy and Procedures for Highways in Connecticut, November 2008"; "Utility Accommodation Manual, Connecticut Department of Transportation, February 2009"; "Title 23, Code of Federal Regulations, Part 645, Subpart A and Subpart B, and all revisions and supplements thereto. The performance of these functions and operations shall be in accordance with the policies and procedures of the State set forth in the documents enumerated in Article I., Paragraph (12)(c) herein, which may be amended by the State under the terms of this Agreement. Said functions and operations

also include, but are not limited to:

- (a) Review and approval of all shop plans and construction drawings received from the Prime Contractor;
- (b) Maintenance and protection of all construction records at the field office for review, and use at all times. These records shall be retained by the Municipality for a period of seven (7) years after issuance of the Project's Certification of Acceptance or three (3) years after the final federal payment has been made, whichever is later, providing there is no pending litigation; and
- (c) All other operations which become necessary to properly inspect the work of the Prime Contractor to obtain compliance with the Form 816, Supplemental Specifications, as revised, Special Provisions related to the Project and all other Project contract documents and memoranda shall be the responsibility of the Municipality.

The documents named or described in this Article I., Paragraph (12) are hereby incorporated into and made a part of this Agreement by reference and, in all applicable respects, shall govern the conduct of the parties to this Agreement and any parties performing work on the Project. Where any of these documents have been written to govern contractual relations between the State and a contractor, they shall be read and applied as though written to govern the relations between the Municipality and its Prime Contractor and subcontractor(s).

(13) Cooperate fully with the State and permit the State and/or the Federal Highway Administration ("FHWA") to review, at any time, all work performed under the terms of this Agreement and all Project records pertaining thereto including all inspections by Federal Inspector Generals.

(14) Agree that if at any time during the construction phase of the Project, the State determines that the administration of the Project by the Municipality is not adequate, the State may take over or supplement the administration of the Project. The additional costs associated with this action, if any, shall be considered part of the Project costs and shall be funded in accordance with the terms of this Agreement.

(15) (a) Deposit with the State, upon demand, the sum of Zero Dollars (\$-0-), which sum represents the Municipality's proportionate share of the estimated cost of State-provided services, as shown under Article III., Paragraph (45), Item "V", of this Agreement.

(b) Deposit with the State, upon demand, the sum of sum of Zero Dollars (\$-0-), for the depreciation reserve credit of the municipally-owned utility facility being replaced and the value of any materials salvaged from the existing facility, as shown under Article III, Paragraph (45), Item "W" of this Agreement.

(16) Participate in the cost of sidewalks constructed as part of the Project only as noted in the Connecticut Department of Transportation Policy Statement, Policy No. E&C-19, as may be revised.

(17) Obtain for the Prime Contractor, the right to enter into and pass over and utilize the right-of-way owned by the Municipality, as may be required for the construction phase of the Project.

(18) Agree that in the event the approved construction cost, based on low bid, exceeds the estimated construction cost indicated in Article III., Paragraph (45) of this Agreement, the Municipality shall: (1) pay for the additional amount of the increased construction cost, or (2) reduce the Project's scope in order to not exceed the estimated construction cost as indicated in Article III., Paragraph (45) of this Agreement, or (3) terminate the Project. Notification in writing by certified mail of the Municipality's decision shall be provided to the State within thirty (30) days of bid opening.

(19) Document expenses by recording all contractor's costs, consultant fees and all municipal costs including payroll hours on time sheets, material purchases (including bills), and equipment charges. Equipment rates will be based on a municipal audit, if available, acceptable to the State. In the absence of acceptable municipal rates, the rental rate(s) shall be established in accordance with Section 1.09.04(d) of the "State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, and Incidental Construction – Form 816," and Supplemental Specifications, as revised.

(20) Pay one hundred percent (100%) of all construction costs which are the result of errors and/or omissions, solely of the Municipality or its consultant(s), in the contract plans, specifications and estimates or due to inadequate administration, inspection and/or construction engineering services. The percentage(s) derived from the ratio of the total cost of all State-provided services to the total construction cost, as determined by a post-construction audit, will be used to determine the cost of State-provided services incurred due to said errors and/or omissions.

(21) Pay for all construction related costs, without reimbursement, in the event the Project is cancelled by the Municipality without proper justification. The Municipality may request cancellation of the Project, and if the Parties determine it is in the best interests of the State and subsequently approved in writing by the FHWA to be acceptable, Federal participation in expenditures may be provided up to the allocable percentage of acceptable work completed to the approved date of cancellation.

(22) Pay for advertising, construction contract items, administration, inspection and construction engineering services, including assistants and/or consultants or contractors, rendering professional, technical, engineering or other assistance and advice during the construction phase of the Project. Expenditures approved by the State will be reimbursed under the provisions of Article II., Paragraphs (31) and (35), and Article III., Paragraph (45) of this Agreement. Written documentation shall be provided to the State indicating procedures utilized for the employment of municipal forces and/or retention of consultants providing Administrative and Inspection services for the Project.

(23) Assume all responsibility and liability for:

- (a) The proper maintenance and operation of all the Municipality's facilities constructed as part of this Project, upon completion of the Project, to the satisfaction of the State and the FHWA.
- (b) Maintenance of traffic control signals on municipally maintained roadways (if signals are constructed as part of this Project) upon satisfactory completion of the 30-day acceptance test period.
- (c) The payment for electrical energy from such time as it is required for traffic signals and/or illumination installed on this Project, located on municipally maintained roadways, or at locations containing at least one roadway that is maintained by the Municipality.
- (d) Periodic inspection, maintenance and repairs to all railroad bridges located within the railroad right-of-way during the construction/inspection phases of the Project as well as after all work on the Project has been completed.
- (e) Any and all claims by the Prime Contractor.

(24) Notify the State, in writing, when the construction phase of the Project has been completed and provide the State, if requested in writing, reproducible copies of the "as built" plans for the Project.

(25) Maintain and enforce all traffic regulations, during and upon completion of the Project, to conform to State and municipal traffic laws, ordinances and regulations.

(26) Assume all maintenance responsibilities for the facilities constructed as part of this Project upon "Acceptance" of the work by the Municipality.

- (27) (a) Indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Municipality or Municipality Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Municipality shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- (b) The Municipality shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Municipality shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Municipality or any Municipality Parties. The State shall give the Municipality reasonable notice of any such Claims.
- (d) The Municipality's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Municipality is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Municipality shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Municipality shall name the State as an additional insured on the policy. The Department shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Department or the State is contributorily negligent.
- (f) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

(28) Not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, unless requested to do so by the State. The Municipality agrees that in the event of an adjustment of claims or in the defense of any suit between the State and the Municipality, the Municipality shall not use the defense of Governmental Immunity.

(29) Obtain insurance for the Project as follows:

- (a) With respect to the operations that the Municipality performs or engages a Prime Contractor to perform, and also those that are performed by subcontractors of the Prime Contractor, in conjunction with the Project, the Municipality shall carry, and/or shall require its Prime Contractor (i) to carry and (ii) to impose on its subcontractors the requirement to carry, for the duration of the Project, the insurance requirements set forth in the Form 816 at (i) Section 1.03.07 "Insurance," and (ii) specifically with

respect to any working drawings prepared by a designer, Section 1.05.02(2)(a) "Plans, Working Drawings and Shop Drawings". With respect to Section 1.05.02(2)(a) , evidence of the Professional Liability Insurance Policy may be submitted on forms acceptable to the State.

- (b) With respect to the Construction Inspection activities that the Municipality performs or engages an Inspection Consultant to perform, and also those that are performed by any subconsultant of the Inspection Consultant, in conjunction with the Project, the Municipality shall carry and/or shall require its Inspection Consultant for the Project (i) to carry and (ii) to impose on its subconsultants the requirement to carry, for the duration of the Project, the insurance requirements set forth in Form 816 at Section 1.03.07 Items (1), (2), (3), (5), (7), (8) "Insurance." For the purposes of this subparagraph (b), any reference in the Standard Specifications to "Contractor" and "subcontractor" hereby refers to the Inspection Consultant and subconsultant, respectively.
- (c) With respect to the Construction Inspection activities that the Municipality performs or engages a Inspection Consultant to perform, and also those that are performed by any subconsultant of the Inspection Consultant, in conjunction with the Project, the Municipality shall carry, and/or shall require its Inspection Consultant (i) to carry and (ii) to impose on its subconsultants the requirement to carry, for the duration of the Project, a Professional Liability Insurance Policy for errors and omissions in the minimum amount of Two Million Dollars (\$2,000,000), which Policy may contain a maximum Two Hundred and Fifty Thousand Dollars (\$250,000) deductible clause, provided that the policy holder shall be liable to the extent of at least the deductible amount. The Professional Liability Insurance coverage shall continue for a period of three (3) years from the date of acceptance of the Project by the State, subject to the continued commercial availability of such insurance. The Professional Liability Insurance Policy must include pollution and environmental impairment coverage as part thereof, if such insurance is applicable to the work performed as part of the Inspection Activities in conjunction with the Project.
- (d) With respect to the operations that the Municipality performs or engages an Inspection Consultant to perform, and also those that are performed by subconsultants thereof, in conjunction with the Project, the Municipality shall carry, and/or shall require its Inspection Consultant (i) to carry and (ii) to impose on its subconsultants, respectively, the requirement to carry, for the duration of the Project, a Valuable Papers Insurance Policy until the work has been completed and accepted by the State. Said Policy will assure the State that all records, papers, maps, statistics, survey notes and other data shall be reestablished, recreated, or restored if made unavailable by fire, theft, flood, or other cause. This Policy shall provide coverage in the amount of Fifty Thousand Dollars (\$50,000) regardless of the physical location of the insured items.

Said coverages must be provided by an insurance company or companies satisfactory to the State, except that, with respect to work performed directly and exclusively by the Municipality, the Municipality may request that the State accept coverage provided under a municipal self insurance program. If requested by the State, the Municipality must provide evidence of its status as a self-insured entity and describe its financial condition, the self-insured funding mechanism and the specific process on how to file a claim against the self insurance program. If such self-insurance coverage with respect to any insurance required herein is acceptable to the State, in its sole discretion, then the Municipality shall assume any and all claims as a self-insured entity, and the respective insurance requirements stated herein will not be applicable.

The Municipality shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Municipality

may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement. The Municipality shall insert this required provision into its contracts or agreements with its Prime Contractor and/or Inspection Consultant, if applicable, and shall require its Prime Contractor and/or Inspection Consultant to insert this required provision into its contracts or agreements with its subcontractors and/or subconsultants.

(30) Comply with all the State and Federal Statutory and Administrative Requirements incorporated herein by reference and set forth in Exhibit A attached hereto, and all Schedules attached hereto which are also hereby made a part of this Agreement.

ARTICLE II. THE STATE SHALL:

(31) Use apportionments made available to the State under the Urban Component of the Federal Surface Transportation Program to reimburse the Municipality for the Federal share of participating Project costs. The Federal share of the certified amount expended by the Municipality and approved by the State as participating Project costs under the terms of this Agreement shall be as per the Federal Highway Administration approved "Pequonnock River Trail (formerly Housatonic Railroad Trail) – Innovative Financing Plan", dated 04/13/12, as amended.

(32) Provide oversight services which may include, but not be limited to, material testing, periodic construction inspection, administrative oversight, and liaison with other governmental agencies to ensure satisfactory adherence to State and Federal requirements.

(33) Assume maintenance responsibility for those State facilities constructed as part of this Project excluding those responsibilities identified under Article I, Paragraph (23)(d) hereof.

(34) Reserve the right to inspect all construction activities for the Project.

(35) Reimburse the Municipality for approved advertising, participating contract items and contingencies, design services during construction, inspection and administrative costs in accordance with the percentages depicted in Article II., Paragraph (31) and Article III., Paragraph (45) of this Agreement. Reimbursement will be made in the following manner:

(a) The Municipality, on a monthly basis, during active construction periods, shall submit to the State on an appropriate State voucher form with supporting data, the cost of services rendered and expenses incurred for the billing period. Municipal costs shall be limited to the actual payroll for the Project, fringe benefits associated with payroll and approved direct cost charges for the Project.

(b) Upon review and approval of the voucher by the State, payment of the reimbursement portion of said costs and expenses will be made to the Municipality.

ARTICLE III. THE STATE AND MUNICIPALITY MUTUALLY AGREE:

(36) Upon written notice, the State in its sole discretion may, suspend, postpone, or terminate this Agreement, and such action shall in no event be deemed a breach of contract. Any such action may be taken by the State for its own convenience. Any such suspension, postponement or termination shall be effected by delivery to the Municipality of a written notice specifying the extent to which performance of work under the Agreement is being suspended, postponed or terminated, and the date upon which such action shall be effective.

If the State terminates this Agreement, the State shall reimburse the Municipality at the contract unit prices for the actual number of units or items of work completed prior to the effective date of

termination, or as may be agreed by the parties for items of work partially completed. No claim for loss of overhead or anticipated profits shall be allowed.

When the volume of work completed, as of the termination date, is not sufficient to reimburse the Municipality under contract unit prices for its related expenses, the State may consider reimbursing the Municipality for such expenses.

Materials obtained by the Municipality or its Prime Contractor for the Project, that have been inspected, tested as required, and accepted by the State, and that have not been incorporated into the physical Project, shall be purchased from the Prime Contractor at actual cost as shown by receipted bills; to this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the State, as shown by actual cost records. The Municipality shall be reimbursed by the State for such costs of the material, and the State at its discretion, will determine which material will become the property of the State.

Termination of this Agreement shall not relieve the Municipality or its Prime Contractor of its responsibilities for the completed work, nor shall it relieve the Prime Contractor, its surety or the Municipality of its obligations concerning any claims arising out of the work performed or any other obligations existing under the Project bonds or Project insurance required by the Connecticut General Statutes or by this or any other agreement with the State or the Municipality.

(37) That if the Municipality fails to fulfill its responsibility in regard to Article I., Paragraphs (23) and (25) of this Agreement, such failure will disqualify the Municipality from Federal-aid participation on future projects for which the Municipality has maintenance responsibility.

- (38) (a) If the extra work requested, in writing, by the Municipality results in an accumulative cost greater than the amount identified under Item D of Article III., Paragraph (45) hereof, the State and Municipality shall enter into a supplemental agreement; if funding is available and the State granted written approval of said cost increases.
- (b) If the actual expenditures incurred by the State result in an accumulative cost less than the amount identified under Item Q of Article III., Paragraph (45) hereof, said expenditures shall be funded under the terms of this Agreement.
- (c) If the actual expenditures incurred by the State result in an accumulative cost greater than the amount identified under Item Q of Article III., Paragraph (45) hereof, the State and Municipality shall enter into a supplemental agreement, if funding is available.

(39) That the Municipality shall be responsible for one hundred percent (100%) of the total cost of all Federal-aid non-participating contract item(s), including any incidentals to construction cost, which have been specifically requested by the Municipality that are considered by the State to be nonessential for the Project. However, if the cost of the total non-participating contract items is less than ten percent (10%) of the cost of the total project contract items, the cost of the associated incidentals to construction may be considered participating. The percentage derived from the ratio of the total incidentals to construction cost to the total contract items, as determined by a post-construction audit, will be used to determine the incidentals to construction cost for the Federal-aid non-participating items. The final audit governs final billing to the Municipality for Non-participating Items.

(40) That the final payment by the Municipality to the State or by the State to the Municipality shall be based upon the actual participating construction costs as determined by a post-construction audit performed by the State, using percentages and funding procedures established in this Agreement.

The Municipality is also required to perform an audit in accordance with Exhibit A, Paragraph (5).

(41) That before completion of the construction phase of the Project, the Municipality shall notify the State in writing of the semi-final and final inspection dates. Subsequent to the State's acceptance of such dates, the Municipality, in concert with the State, shall perform the semi-final and final inspections of the Project.

(42) That the State is hereby authorized to provide written notice to the FHWA of the acceptance of the Project by both the Municipality and the State. It is further understood that this acceptance shall not be given prior to the final inspection of the Project by the State.

(43) That any Official Notice from one such party to the other such party, in order for such notice to be binding thereon, shall:

(a) Be in writing (hardcopy) addressed to:

(i) When the State is to receive such Notice -

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

(ii) When the Municipality is to receive such Notice -

First Selectman
Trumbull Town Hall
5866 Main Street
Trumbull, Connecticut 06611;

(b) Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party to receive such notice; and

(c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "Official Notice," as used herein, shall be construed to include, but not be limited to, any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s), including any electronically-produced versions, provided, permitted, or required for the making or ratification of any change, revision, addition to, or deletion from, the document, contract, or agreement in which this "Official Notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is(are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is(are) to be made, provided such subsequent agreement(s) is(are) concluded pursuant to the adherence to this specification.

(44) That upon final inspection by the Municipality and the State, the Municipality shall submit to the State, within one hundred twenty (120) calendar days, those materials described in the "Municipality Manual – Connecticut Department of Transportation, Bureau of Engineering and Highway

Operations, Office of Construction, 2007," as revised, under the "Project Finals Check List." Upon receipt and approval of those materials, which include signed "CON 100M", "CON 500M" and "CON 501M" forms, the State will release retainage in accordance with the terms in the Construction Engineering and Inspection Agreement between the Inspection Consultant and the Municipality and the Connecticut Department of Transportation Municipality Manual concerning retainage for the Municipality's Prime Contractor.

If the Municipality fails to fulfill its responsibilities in regard to the submission of materials referred to above, the State may exercise its option to take over or supplement the administration of the Project, as previously described under Article I., Paragraph (14) of this Agreement.

(45) That the total estimated cost for the construction phase of the Project is set forth below:

The maximum amount of reimbursement to the Municipality under the terms of this Agreement is One Million Two Hundred Ninety-four Thousand Nine Hundred Dollars (\$1,294,900).

ESTIMATED CONSTRUCTION COSTS

PARTICIPATING (FEDERAL - 80%, IN-KIND CREDIT – 20%)

State Project No. 144-186	Federal-aid Project No. PEDS(147)
A. Contract Items and Contingencies	\$ 1,148,700
B. Incidentals to Construction-Municipal Services	\$ 136,200
C. Incidentals to Construction-Construction Engineering Services	\$ 10,000
D. Extra Work Allowance Municipal.....	\$ -0-
E. Total Municipal Cost (A+B+C+D).....	\$1,294,900
F. Credit from Approved IFP dated 04/13/12	\$ 323,725
G. Total Federal Participating Cost (E+F)	\$1,618,625
H. Federal Share of Federally Participating Costs (80% of G).....	\$1,294,900
I. Maximum Amount of Reimbursement to the Municipality (H).....	\$1,294,900
J. Municipal Share of Federally Participating Cost (G-H)	\$323,725
K. Municipal Share in Excess of IFP Credit (J-F)	\$-0-
L. Incidentals to Construction-State Administrative Oversight & Audits.....	\$ 52,200
M. Incidentals to Construction-State Material Testing	\$27,900
N. Extra Work Allowance by State Forces.....	\$ -0-
O. Total State Cost to Complete (L+M+N)	\$ 80,100
P. Credit from Approved IFP dated 04/13/12 for State Costs	\$ 20,025
Q. Total Federal Participating State Cost (O+P)	\$100,125
R. Federal Share of Federally Participating State Costs (80% of Q).....	\$80,100
S. Maximum Amount of Federal Reimbursement Retained by State (R).....	\$ 80,100
T. Municipal Share of Federal Participating State Costs (Q-R)	\$ 20,025
U. Municipal Share in Excess of IFP Credit for State Costs (T-P).....	\$ -0-
V. Amount to be deposited by the Municipality in accordance with Article I, Paragraph (15)(a) of this Agreement (0% of I).....	\$ -0-
W. Demand deposit required from the Municipality for depreciation reserve credit in accordance with Article I, Paragraph (15)(b) of this Agreement	\$ -0-
X. Total Demand Deposit (V+W).....	\$ -0-

(46) That the State assumes no liability for payment under the terms of this Agreement until the Municipality is notified, in writing, by the State that said Agreement has been approved by the Attorney General of the State of Connecticut.

(47) The Agreement itself is not an authorization for the Municipality to begin the Project or begin performance in any way. The Municipality may begin the Project or begin performance only after it has received a written official notice to proceed order against the Agreement. A Municipality's commencement of the Project or commencing performance without a official notice in accordance with this Article III., Paragraph (47) does so at the Municipality's own risk.

The State shall issue a written official notice against the Agreement directly to the Municipality.

(48) That the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Municipality further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

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

The Parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this paragraph conflicts with any other paragraph, this paragraph shall govern.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT
Department of Transportation
James Redeker, Commissioner

Name:

By _____ (Seal)
Thomas A. Harley, P.E.
Bureau Chief
Bureau of Engineering and
Construction

Name:

Date: _____

Town of Trumbull

Name:

By _____ (Seal)
Timothy M. Herbst
First Selectman

Name:

Date: _____

APPROVED AS TO FORM:

Attorney General
State of Connecticut

Date: _____

Pequonnock River Trail (formerly Housatonic Railroad Trail) - Innovative Financing Plan

Revised 4/13/12

Project	Total Cost	Federal Funding	Federal Funding Source Comments	State, Local or Other Cash Funding	Local Non-Traditional Funding	State/Local/Other Funding Source Comments
Construction Projects Fully Funded Without Federal Participation; GBRC Seeking Credit Toward Federal Projects H087(001) [DOT01440186PE] & PEDS(147) [DOT01440186CN & DOT00150359CN];						
Construction completed by the owner and developer of Canterbury Square; Trumbull-Monroe town line north to approximately 1,300' south of the intersection of Maple Drive and Purdy Hill Road (shown in blue on IFP map dated 2/16/12)	\$160,600		No federal participation	\$160,600		Actual value of trail construction based on documentation provided to FHWA; original IFP showed an estimate of \$453,000
Construction completed by the town of Trumbull; Section B, from the end of Manor Drive to White Plains Road (CT 127) (shown in pink on IFP map dated 2/16/12)	\$371,000		No federal participation	\$371,000		Estimated value of trail construction; actual value to be determined based on documented costs incurred by Trumbull; Trumbull has committed to complete construction and provide actual cost documentation for review by June 15, 2012 or use as credit may be delayed
Construction completed by the town of Trumbull; Section A1, vicinity of Tait Road to Daniels Farm Road (shown in pink on IFP map dated 2/16/12)	\$91,000		No federal participation	\$91,000		Estimated value of trail construction; actual value to be determined based on documented costs incurred by Trumbull; Trumbull has committed to complete construction and provide actual cost documentation for review by June 15, 2012 or use as credit may be delayed
Trail easements provided by Canterbury Square	\$62,000		No federal participation	\$62,000		Appraisal by Kern & Fazio, LLC; documentation provided to FHWA
Total credit requested for use as non-federal match on federally-participating projects	\$684,600			\$684,600		Total value for which GBRC is seeking credit to match federal funds on Federal Projects H087(001) and PEDS(147)
Existing Federal Project H087(001) [State Project DOT01440186PE] and Proposed Federal Project PEDS(147) [State Projects DOT01440186CN & DOT00150359CN] With Funds Available if Revised IFP Approved:						
Existing Preliminary Engineering Federal Project H087(001) [State Project DOT01440186PE] initially authorized 9/4/07 and in need of additional funds at this time; Preliminary Design for Crown Street, Bridgeport north to Tait Road, Trumbull (shown as sections A1 thru F on IFP map dated 2/16/12). Final Design to include Sections D, E, & F only	\$590,950	\$472,760	SAFETEA-LU HPP Earmark #20017 Demo ID CT087 funds obligated as of 6/26/09 = \$359,960; STPBS funds = \$112,800 proposed to supplement HPP funds at this time	\$47,500		Recreational Trails grant of \$47,500 to be provided by GBRC (80% RT grant = \$38,000, 20% match by GBRC = \$9,500); this amount has been reduced from \$50,000 shown on original IFP as a result of GBRC utilizing \$2,500 for activities related to survey work on a section of trail in Monroe
Proposed Construction Federal Project PEDS(147) [State Project DOT01440186CN] not yet authorized by FHWA; Sections D & E (shown in green on IFP map dated 2/16/12)	\$1,587,500	\$1,270,000	STPBS funds not yet obligated		\$70,690	Non-traditional local funding match of \$70,690 applied from \$684,600 credit shown above
Proposed Construction Federal Project PEDS(147) [State Project DOT00150359CN] not yet authorized by FHWA; Section F (shown in green on IFP map dated 2/16/12)	\$1,437,500	\$1,150,000	STPBS funds not yet obligated		\$287,500	Non-traditional local funding match of \$317,500 applied from \$684,600 credit shown above (GBRC to determine actual amount of credit to be applied, with balance of 20% match to be local cash if necessary); project cost is estimated
Overall Financing Plan for Federal Projects H087(001) [State Project DOT01440186PE] and PEDS(147) [State Projects DOT01440186CN & DOT00150359CN] if revised IFP is approved	\$3,615,950	\$2,892,760		\$47,500	\$675,690	Non-traditional local funding match of \$287,500 applied from \$684,600 credit shown above (GBRC to determine actual amount of credit to be applied, with balance of 20% match to be local cash if necessary); project cost is estimated
Remaining local non-traditional funding credit available to match federal funds if additional federal funds identified					\$8,910	Total local participation = \$47,500 RT grant + \$675,690 credit = \$723,190 = 20% match to federal funds
Future Projects that CTDOT and GBRC are Committed to Complete to Provide Connectivity Between the Canterbury Square Trail Section (Shown in Blue on IFP Map Dated 2/16/12) and Proposed Trail Sections D, E & F:						
Future Preliminary Engineering and Construction Projects: Section C (shown in green on IFP map dated 2/16/12)	TBD	80% of total cost	PE to be STPBS funds; CN funding source(s) to be determined	20% of total cost		Project to be funded traditionally using 80% federal funds matched by 20% state funds PE(PD) funds to be obligated by end of FFY 2012; PE(FD) funds anticipated to be obligated by close of FFY 2014; CN funds anticipated to be obligated by close of FFY 2016
Future Preliminary Engineering and Construction Projects: Section A2 (shown in green on IFP map dated 2/16/12)	TBD	TBD	Funding source(s) to be determined; applications for TCSP and STP-Enhancement funds currently pending	TBD	TBD	Project could potentially utilize some local non-traditional funding credit to match federal funds for the CN phase if any remains following construction of Sections D, E & F; in order to apply local non-traditional funding, the work would need to be added to Federal Project PEDS(147); CN funds anticipated to be obligated by close of FFY 2017

EXHIBIT A

ADMINISTRATIVE AND STATUTORY REQUIREMENTS

THE MUNICIPALITY AGREES:

(1) That this Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Municipality's request, the Department shall provide a copy of these orders to the Municipality.

(2) To acknowledge and agree to comply with the policies enumerated in this Exhibit A, Schedule 7 (attached herewith), "Connecticut Department of Transportation, Policy Statement, Policy No. F&A-10 Subject: "Code of Ethics Policy," June 1, 2007.

(3) That suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

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

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

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

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

(iv) Has not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

(b) Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Agreement.

The Municipality agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

(i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

(4) As a condition to receiving federal financial assistance under the Agreement, if any, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d – 2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances in this Exhibit A, Schedule 8 (attached herewith).

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

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

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

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

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable. Such Audit Reports shall include management letters and audit recommendations.

The audited Municipality shall provide supplementary schedules with the following program/grant information: the program/grant number, CONNDOT project number, Federal project number, phase and expenditures by phase. The sum of project expenditures should agree, in total, to the program/grant expenditures in the Audit Reports. Federal and State programs/grants should be listed separately. (See Exhibit A, Schedule 9, attached herewith entitled "Supplementary Program Information" for format.)

Some programs/projects may have a "Matching" requirement, the matching portion of which must be met from local funds. Where matching requirements exist, the audit must cover the complete program/project, including all expenditures identified with or allocated to the particular program/project at the local level, whether the expenditures are from Federal, State or Local Funds.

Any differences between the project expenditures identified by the auditor and those amounts approved and/or paid by the Connecticut Department of Transportation must be reconciled and resolved immediately.

Except for those projects advertised by the State, the Municipality agrees that all fiscal records pertaining to the project shall be maintained for three (3) years after expiration or earlier termination of this Agreement or three (3) years after receipt of the final payment, whichever is later. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally and irrevocably resolved. These records shall include the contract, contractor's monthly and final estimates and invoices, construction orders, correspondence, field books, computations, contractor's payrolls, EEO/AA records/reports, and any other project related records. Such records will be made available to the State, State Auditors of Public Accounts and/or Federal Auditors upon request. The audited Municipality must obtain written approval from the appropriate division within the Connecticut Department of Transportation prior to destruction of any records and/or documents pertinent to this Agreement.

The Municipality shall require that the workpapers and reports of the independent Certified Public Accountant ("CPA") be maintained for a minimum of five (5) years from the date of the Audit Reports.

The State, including the State Auditors of Public Accounts, reserves the right to audit or review any records/workpapers of the entity or municipality and the CPA pertaining to the Agreement.

(6) Certification for Federal-Aid Contracts-(For contracts exceeding \$100,000)

That the Municipality certifies, by signing and submitting this Bid, Agreement, Contract, or Proposal, to the best of his/her/its knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. **If applicable, the Disclosure Form-LLL in this Exhibit A, Schedule 10 (attached herewith), shall be completed and submitted with the Bid, Agreement, Contract, and/or Proposal.**

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

The Municipality also agrees by submitting his/her/its Bid, Agreement, Contract, or Proposal that he/she/it shall require that the language of this Certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly. **These completed Disclosure Forms-LLL, if applicable, shall be mailed to the Connecticut Department of Transportation, P.O. Box 317546, Newington, CT 06131-7546, to the**

attention of the project manager.

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

(8) That with respect to all operations the Municipality performs and all those performed for the Municipality by subcontractors, the Municipality and its subcontractors shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U. S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.

(9) That when the Municipality receives State or Federal funds it shall incorporate the "Connecticut Required Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as may be amended from time to time, as a material term of any agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

Schedule 1

SPECIAL PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISES
FOR FEDERAL FUNDED PROJECTS
(For Municipal Advertised and Awarded Projects Only)
Revised – February 26, 2009

NOTE: Certain of the requirements and procedures stated in this special provision are applicable prior to the execution of the Contract document.

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

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

- I. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).
- J. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is -
 1. Any individual who CDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.
 2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - vi. Women;
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

II. GENERAL REQUIREMENTS

- A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the DOT deems appropriate.
- B. The Contractor shall cooperate with the Municipality, CDOT and DOT in implementing the requirements concerning DBE utilization on this Contract in accordance with Title 49 of the Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business

Enterprises in Department of Transportation Financial Assistance Programs” (“49 CFR Part 26”), as revised. The Contractor shall also cooperate with the Municipality, CDOT and DOT in reviewing the Contractor’s activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract

- C. The Contractor shall designate a liaison officer who will administer the Contractor’s DBE program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to the Municipality.
- D. For the purpose of this Special Provision, DBEs to be used to satisfy the DBE goal must be certified by CDOT’s Division of Contract Compliance for the type(s) of work they will perform.
- E. If the Contractor allows work designated for DBE participation required under the terms of this Contract and required under III-B to be performed by other than the named DBE organization without concurrence from the Municipality, the Municipality will not pay the Contractor for the value of the work performed by organizations other than the designated DBE.
- F. At the completion of all Contract work, the Contractor shall submit a final report to the Municipality, indicating the work done by, and the dollars paid to DBEs. If the Contractor does not achieve the specified Contract goals for DBE participation, the Contractor shall also submit written documentation to the Municipality, detailing its good faith efforts to satisfy the goal that were made during the performance of the Contract. Documentation is to include but not be limited to the following:
 - 1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by DBEs in order to increase the likelihood of achieving the stated goal.
 - 2. A detailed statement, including documentation of the efforts made to contact and solicit bids/proposals with CDOT certified DBEs, including the names, addresses, dates and telephone numbers of each DBE contacted, and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.
 - 3. Provide a detailed statement for each DBE that submitted a subcontract proposal, which the Contractor considered not to be acceptable stating the reasons for this conclusion.
 - 4. Provide documents to support contacts made with CDOT requesting assistance in satisfying the Contract specified goal.
 - 5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.
- G. Failure of the Contractor at the completion of all Contract work to have at least the specified percentage of this Contract performed by DBEs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by DBEs. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified percentage to the satisfaction of the Municipality, no reduction in payments will be imposed.
- H. All records must be retained for a period of three (3) years following acceptance by the Municipality of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Municipality, CDOT and Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.

- I. Nothing contained herein, is intended to relieve any Contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of DBEs, the Municipality requires the following

- A. The Contractor shall assure that certified DBEs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of DBEs regardless if a Contract goal is specified or not.
- B. The DBE contact goal percentage for the Project is 10% (Construction) and 0% (Construction Inspection). The goal shall be based upon the total contract value. Compliance with this provision may be fulfilled when a DBE or any combination of DBEs perform work under Contract in accordance with 49 CFR Part 26, Subpart C, Section 26.55, as revised. Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the prime Contractor or Its affiliate can not be counted toward the goal.

If the Contractor does not document commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal, it must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

- C. Within 7 days after the bid opening, the low bidder shall indicate in writing to the Municipality, on the forms provided, the DBE(s) it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each DBE that will participate in this Contract, a description of the work each will perform, the dollar amount of participation, and the percentage this is of the bid amount. This information shall be signed by the named DBE and the low bidder. The named DBE shall be from a list of certified DBEs available from CDOT. In addition, the named DBE(s) shall be certified to perform the type of work they will be contracted to do.
- D. The prime Contractor shall submit to the Municipality all requests for subcontractor approvals on the standard forms provided by the Municipality.

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

In addition, the following documents are to be attached:

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

- E. The Contractor is required, should there be a change in a DBE they submitted in III-C, to submit documentation to the Municipality which will substantiate and justify the change, (i.e., documentation to provide a basis for the change for review and approval by the Municipality) prior to the implementation of the change. The Contractor must demonstrate that the originally named DBE is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its Contract, or is overextended on other jobs. **The Contractor's ability to negotiate a more advantageous agreement with another subcontractor is not a valid basis for change.** Documentation shall include a letter of release from the originally named DBE indicating the reason(s) for the release.
- F. Contractors subcontracting with DBEs to perform work or services as required by this Special Provision shall not terminate such firms without advising the Municipality in writing, and providing adequate documentation to substantiate the reasons for termination if the DBE has not started or completed the work or the services for which it has been contracted to perform.
- G. When a DBE is unable or unwilling to perform or is terminated for just cause the Contractor shall make good faith efforts to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the goal required by III-B.
- H. In instances where an alternate DBE is proposed, a revised submission to the Municipality together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.
- I. Each quarter after execution of the Contract, the Contractor shall submit a report to the Municipality indicating the work done by, and the dollars paid to the DBE for the current quarter and to date.
- J. Each contract that the Municipality signs with a contractor and each subcontract the Contractor signs with a subcontractor must include the following assurance: The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR part 26 in the award and administration of DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

- A. If the Contractor elects to utilize a DBE supplier or manufacturer to satisfy a portion or all of the specified DBE goal, the Contractor must provide the Municipality with:
 - 1. An executed "Connecticut Department of Transportation DBE Supplier/Manufacturer Affidavit" (sample attached), and
 - 2. Substantiation of payments made to the supplier or manufacturer for materials used on the project.
- B. Credit for DBE suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular DBE dealer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment Brokers and packagers shall not be regarded as material suppliers or manufacturers.
- C. Credit for DBE manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or

supplies obtained by the Municipality, Department of Transportation or Contractor.

V. NON-MANUFACTURING OR NON-SUPPLIER DBE CREDIT:

- A. Contactors may count towards their DBE goals the following expenditures with DBEs that are not manufacturers or suppliers:
1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment materials or supplies necessary for the performance of the Contract provided that the fee or commission is determined by the Municipality to be reasonable and consistent with fees customarily allowed for similar services.
 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a DBE but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.

VI. BROKERING

- A. Brokering of work by DBEs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.
- B. DBEs involved in the brokering of subcontract work that they were approved to perform may be decertified.
- C. Firms involved in the brokering of work whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

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

The application must include the following documentation:

1. a statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for subcontracting;

2. a statement setting forth all parts of the Contract that are likely to be sublet;
3. a statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. copies of all letters sent to DBEs;
5. a statement listing the dates and DBEs that were contacted by telephone and the result of each contact;
6. a statement listing the dates and DBEs that were contacted by means other than telephone and the result of each contact;
7. copies of letters received from DBEs in which they declined to bid;
8. a statement setting forth the facts with respect to each DBE bid received and the reason(s) any such bid was declined;
9. a statement setting forth the dates that calls were made to CDOT's Division of Contract Compliance seeking DBE referrals and the result of each such call; and
10. any information of a similar nature relevant to the application.

The review of the Contractor's good faith efforts may require an extension of time for award of the Contract. In such a circumstance, and in the absence of other reasons not to grant the extension or make the award, the Municipality will agree to the needed extension(s) of time for the award of the Contract, provided the Contractor and the surety also agree to such extension(s).

- B. Upon receipt of the submission of an application for review of pre-award good faith efforts, the Municipality shall submit the documentation to CDOT initiating unit for submission to the CDOT Division of Contract Compliance. CDOT Division of Contract Compliance will review the documents and determine if the package is complete, accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation the CDOT Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.
- C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to the Municipality. The Municipality will forward the Contractor's reconsideration request to the CDOT initiating unit for submission to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the contractor via certified mail a written decision on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's decision is final. **If the reconsideration is denied, the Contractor shall indicate in writing to the Municipality within fourteen (14) days of receipt of written notification of denial, the DBEs it will use to achieve the goal indicated in III-B.**
- D. Approval of pre-execution good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the DBE goal should contracting opportunities arise during actual performance of the Contract work.

APPENDIX A TO 49 CFR PART 26 GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a Contract goal on a DOT-assisted Contract, a Bidder/Contractor must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The Bidder/Contractor can meet this requirement in either of two ways. First, the Bidder/Contractor can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the Bidder/Contractor can document adequate good faith efforts. This means that the Bidder/Contractor must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a Contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a Bidder/Contractor that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder/Contractor has made. The efforts employed by the Bidder/Contractor should be those that one could reasonably expect a Bidder/Contractor to take if the Bidder/Contractor were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE Contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE Contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a Bidder/Contractor meet a Contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a Contract, even though the Bidder/Contractor makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the Bidder/Contractor's good faith efforts to obtain DBE participation. it is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the Contract. The Bidder/Contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder/Contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.

- D. (1) Negotiating in good faith with interested DBEs. It is the Bidder/Contractor's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
- (2) A Bidder/Contractor using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as Contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder/Contractor's failure to meet the Contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a Contract with its own organization does not relieve the Bidder/Contractor of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids/proposals in the Contractor's efforts to meet the project goal.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women Contractors' groups local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a Bidder/Contractor has made good faith efforts, you may take into account the performance of other Bidder/Contractors in meeting the Contract. For example, when the apparent successful Bidder/Contractor fails to meet the Contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Bidder/Contractor could have met the goal. If the apparent successful Bidder/Contractor fails to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidder/Contractors, you may view this, in conjunction with other factors, as evidence of the apparent successful Bidder/Contractor having made good faith efforts.

CONNECTICUT DEPARTMENT OF TRANSPORTATION
DBE SUPPLIER/MANUFACTURER AFFIDAVIT

This affidavit must be completed by the State Contractor's DBE notarized and attached to the Contractor's request to utilize a DBE supplier a manufacturer as a credit towards its DBE Contract requirements: failure to do so will result in not receiving credit towards the Contract DBE requirement.

State Project No. _____

Federal Aid Project No. _____

Description of Project _____

I, _____, acting in behalf of _____
(Name of person signing Affidavit) (DBE person, firm, association or organization)
of which I am the _____ certify and affirm that _____
(Title of Person) (DBE person, firm, association or organization)

is a certified Connecticut Department of Transportation DBE. I further certify and affirm that I have read and understand 49 CFR Sec. 26.55(e)(2), as the same may be revised.

I further certify and affirm that _____ will assume the actual
(DBE person, firm, association or organization)
contractual responsibility for the provision of the materials and/or supplies sought by _____
(State Contractor)

If a manufacturer, I produce goods from raw materials or substantially alter them before resale, or if a supplier, I perform a commercially use function in the supply process.

I understand that false statements made herein are punishable by Law (Sec. 53a-157), CGS, as revised).

(Name of Organization or Firm)

(Signature & Title of Official making the Affidavit)

Subscribed and sworn to before me, this _____ day of _____ 20 ____.

Notary Public (Commissioner of the Superior Court)
My Commission Expires _____

CERTIFICATE OF CORPORATION

I, _____, certify that I am the _____ (Official)
of the Organization named in the foregoing instrument; that I have been duly authorized to affix the seal of the Organization to such papers as require the seal; that _____, who signed said instrument on behalf of the Organization, was then _____ of said Organization; that said instrument was duly signed for and in behalf of said Organization by authority of its governing body and is within the scope of its organizational powers.

(Signature of Person Certifying)

(Date)

Schedule 2
SPECIAL PROVISIONS
SMALL BUSINESS PARTICIPATION PILOT PROGRAM SBPPP
AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS
(For Municipal Advertised and Awarded Projects Only)
Revised – February 3, 2009

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

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

- A. "ConnDOT" means the Connecticut Department of Transportation.
- B. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").
- C. "Broker" means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.
- D. "Contract," "Agreement" or "subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision a lease for equipment or products is also considered to be a Contract.
- E. "Contractor," means a consultant, second party or any other entity doing business with the Municipality or, as the context may require, with another Contractor.
- F. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:
 - 1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and
 - 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- G. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.
- H. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR") Part 26 – "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.
- I. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that

also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).

- J. "Small Business Participation Pilot Program" means small businesses certified as a Disadvantaged Business Enterprise (DBE) firms by the Connecticut Department of Transportation; firms certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut Department of Administrative Services; firms certified by the United States Small Business Administration (USBA) as an 8(a) or SDB or HUBZone firm; or firms that are a current active recipient of a United States Small Business Administration Loan (loan must be documented).
- K. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—
 - 1. Any individual who CONNDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.
 - 2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - vi. Women;
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

II. GENERAL REQUIREMENTS

- A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the Municipality and ConnDOT deem appropriate.
- B. The Contractor shall cooperate with the Municipality, ConnDOT and DOT in implementing the requirements concerning SBPPP utilization on this Contract. The Contractor shall also cooperate with the Municipality, CONNDOT and DOT in reviewing the Contractor's activities relating to this Special

Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.

- C. The Contractor shall designate a liaison officer who will administer the Contractor's SBPPP program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to the Municipality.
- D. For the purpose of this "Special Provision", the SBPPP contractor/s named to satisfy the requirements must meet one of the following criteria;
 - 1. Certified as a Disadvantaged Business Enterprise (DBE) firm by the Connecticut Department of Transportation;
 - 2. Certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut Department of Administrative Services;
 - 3. Certified by the United States Small Business Administration (USSBA) as a 8(a) or SDB firm;
 - 4. Certified by the USSBA as a HUBZone firm; or
 - 5. A current active recipient of a United States Small Business Administration Loan (loan documentation required).
- E. If the Contractor allows work designated for SBPPP participation required under the terms of this Contract and required under III-B to be performed by other than the named SBPPP firm without concurrence from the Municipality, the Municipality will not pay the Contractor for the value of the work performed by firms other than the designated SBPPP.
- F. At the completion of all Contract work, the Contractor shall submit a final report to the Municipality indicating the work done by, and the dollars paid to SBPPPs. If the Contractor does not achieve the specified Contract goals for SBPPP participation, the Contractor shall also submit written documentation to the Municipality detailing its good faith efforts to satisfy the goal throughout the performance of the Contract. Documentation is to include, but not be limited to the following:
 - 1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by SBPPPs in order to increase the likelihood of achieving the stated goal.
 - 2. A detailed statement, including documentation of the efforts made to contact and solicit bids with SBPPPs, including the names, addresses, dates and telephone numbers of each SBPPP contacted, and a description of the information provided to each SBPPP regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.
 - 3. Provide a detailed statement for each SBPPP that submitted a subcontract proposal, which the Contractor considered not to be acceptable stating the reasons for this conclusion.
 - 4. Provide documents to support contacts made with CONNDOT requesting assistance in satisfying the Contract specified goal.
 - 5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.
- G. Failure of the Contractor, at the completion of all Contract work, to have at least the specified percentage of this Contract performed by SBPPPs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by SBPPPs. However, in instances where the Contractor can adequately

document or substantiate its good faith efforts made to meet the specified percentage to the satisfaction of the Municipality and ConnDOT, no reduction in payments will be imposed.

- H. All records must be retained for a period of three (3) years following acceptance by the Municipality of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Municipality, ConnDOT and or Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.
- I. Nothing contained herein, is intended to relieve any Contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of SBPPPs, the Municipality requires the following:

- A. The Contractor shall assure that certified SBPPPs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of SBPPPs regardless if a Contract goal is specified or not.
- B. The SBPPP goal percentage for the project is . The goal shall be shall be based upon the total final contract value. Compliance with this provision may be fulfilled when a SBPPP or any combination of SBPPPs perform work. **Only work actually performed by and/or services provided by SBPPPs which are certified for such work and/or services can be counted toward the SBPPP goal. Supplies and equipment a SBPPP purchases or leases from the prime Contractor or its affiliate cannot be counted toward the goal.**

If the Contractor does not document commitments, by the subcontracting and/or procurement of material and/or services that at least equal the goal, it must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

- C. Within seven (7) days after the bid opening, the low bidder shall indicate in writing to the Municipality, on the forms provided, the SBPPP(s) it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each SBPPP that will participate in this Contract, a description of the work each will perform, the dollar amount of participation, and the percentage this is of the bid amount. This information shall be signed by the named SBPPP and the low bidder.

If the Contractor does not document commitments by the subcontracting and/or procurement of material and/or services that equal the goal the Contractor must submit a request for Good Faith Effort consideration along with the proposed SBPPP commitments.

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

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

In addition, the following documents are to be attached:

- 1 . An explanation indicating who will purchase material.
 - 2 . A statement explaining any method or arrangement for renting equipment. If rental is from a prime, a copy of the Rental Agreement must be submitted.
 - 3 . A statement addressing any special arrangements for manpower.
- E. The Contractor is required, should there be a change in a SBPPP they submitted in III-C, to submit documentation to the Municipality which will substantiate and justify the change (i.e., documentation to provide a basis for the change for review and approval by the Municipality) prior to the implementation of the change. The Contractor must demonstrate that the originally named SBPPP is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its Contract, or is overextended on other jobs. **The Contractor's ability to negotiate a more advantageous Agreement with another subcontractor is not a valid basis for change.** Documentation shall include a letter of release from the originally named SBPPP indicating the reason(s) for the release.
- F. Contractors subcontracting with SBPPPs to perform work or services as required by this Special Provision shall not terminate such firms without advising the Municipality in writing, and providing adequate documentation to substantiate the reasons for termination if the SBPPP has not started or completed the work or the services for which it has been contracted to perform.
- G. When a SBPPP is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make good faith efforts to find other SBPPP opportunities to increase SBPPP participation to the extent necessary to at least satisfy the goal required by III-B.
- H. In instances where an alternate SBPPP is proposed, a revised submission to the Municipality together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.
- I. Each quarter after execution of the Contract, the Contractor shall submit a report to the Municipality indicating the work done by, and the dollars paid to the SBPPP for the current quarter and to date.
- J. Each contract that the Municipality signs with a Contractor and each subcontract the Contractor signs with a subcontractor must include the following assurance: *The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

- A. If the Contractor elects to utilize a SBPPP supplier or manufacturer to satisfy a portion or all of the specified SBPPP goal, the Contractor must provide the Municipality with:
- 1 . An executed "Affidavit for the Utilization of Material Suppliers or Manufacturers" (sample attached), and
 - 2 . Substantiation of payments made to the supplier or manufacturer for materials used on the project.
- B. Credit for SBPPP suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular SBPPP dealer. A regular dealer is a firm that owns, operates, or

maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.

- C. Credit for SBPPP manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Municipality, Department of Transportation or Contractor.

V. NON-MANUFACTURING OR NON-SUPPLIER SBPPP CREDIT:

- A. Contractors may count towards their SBPPP goals the following expenditures with SBPPPs that are not manufacturers or suppliers:
 - 1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment materials or supplies necessary for the performance of the Contract, provided that the fee or commission is determined by the Municipality to be reasonable and consistent with fees customarily allowed for similar services.
 - 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a SBPPP but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.

VI. BROKERING

- A. Brokering of work by SBPPPs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.
- B. SBPPPs involved in the brokering of subcontract work that they were approved to perform may be decertified.
- C. Firms involved in the brokering of work, whether they are SBPPPs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project may be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

- A. If the Contractor does not document pre-award commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. The Contract will be awarded to the Contractor if its good faith efforts are deemed satisfactory and approved by CONNDOT. To obtain such an exception, the Contractor must submit an application to the

Municipality, which documents the specific good faith efforts that were made to meet the SBPPP goal. **Application form for Review of Pre-Award Good Faith Efforts is attached hereto.**

The application must include the following documentation:

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

The review of the Contractor's good faith efforts may require an extension of time for award of the Contract. In such a circumstance, and in the absence of other reasons not to grant the extension or make the award, the Municipality will agree to the needed extension(s) of time for the award of the Contract, provided the Contractor and the surety also agree to such extension(s).

- B. Upon receipt of the submission of an application for review of pre-award good faith efforts, the Municipality shall submit the documentation to CONNDOT initiating unit for submission to the CONNDOT Division of Contract Compliance. CONNDOT Division of Contract Compliance will review the documents and determine if the package is complete, accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation, the CONNDOT Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.
- C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to the Municipality. The Municipality will forward the Contractor's reconsideration request to the CONNDOT initiating unit for submission to the Screening Committee. The Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration

meeting, the chairperson of the Screening Committee will send the Contractor, via certified mail, a written decision on its reconsideration request, explaining the basis of finding either for or against the request. The Screening Committee's decision is final. **If the reconsideration is denied, the Contractor shall indicate in writing to the Municipality within fourteen (14) days of receipt of the written notification of denial, the SBPPPs it will use to achieve the goal indicated in III-B.**

- D. Approval of pre-award good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the SBPPP goal should contracting opportunities arise during actual performance of the Contract work.

APPENDIX A TO 49 CFR PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a Contract goal on a DOT-assisted Contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by SBPPP firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a SBPPP goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient SBPPP participation, even if they were not fully successful.
- II. In any situation in which you have established a Contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain SBPPP participation sufficient to meet the SBPPP Contract goal. Mere pro forma efforts are not good faith efforts to meet the SBPPP Contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a Contract goal (i.e., obtain a specified amount of SBPPP participation) in order to be awarded a Contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain SBPPP participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified SBPPPs who have the capability to perform the work of the Contract. The bidder must solicit this interest within sufficient time to allow the SBPPPs to respond to the solicitation. The bidder must determine with certainty if the SBPPPs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by SBPPPs in order to increase the likelihood that the SBPPP goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units to facilitate SBPPP participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
 - C. Providing interested SBPPPs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
 - D. (1) Negotiating in good faith with interested SBPPPs. It is the bidder's responsibility to make a portion of the work available to SBPPP subcontractors and suppliers and to select those portions of the work or material needs consistent with the available SBPPP subcontractors and suppliers, so as to facilitate SBPPP participation. Evidence of such negotiation includes the names,

addresses, and telephone numbers of SBPPPs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for SBPPPs to perform the work.

- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including SBPPP subcontractors, and would take a firm's price and capabilities as well as Contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBPPPs is not in itself sufficient reason for a bidder's failure to meet the Contract SBPPP goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a Contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from SBPPPs if the price difference is excessive or unreasonable.
- E. Not rejecting SBPPPs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal.
 - F. Making efforts to assist interested SBPPPs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - G. Making efforts to assist interested SBPPPs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - H. Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of SBPPPs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the Contract. For example, when the apparent successful bidder fails to meet the Contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average SBPPP participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

AFFIDAVIT FOR THE UTILIZATION OF

MATERIAL SUPPLIERS OR MANUFACTURERS

This affidavit must be completed by the Municipality Contractor's SBPPP notarized and attached to the Contractor's request to utilize a SBPPP supplier or manufacturer as a credit towards its SBPPP Contract requirements; failure to do so will result in not receiving credit towards the Contract SBPPP requirement.

State Project No.

Federal Aid Project No.

Description of Project

I, _____, acting in behalf of _____
(Name of person signing Affidavit) (SBPPP person, firm, association or organization)
of which I am the _____ certify and affirm that _____
(Title of Person) (SBPPP person, firm, association or organization)

is a certified Connecticut Department of Transportation SBPPP. I further certify and affirm that I have read and understand 49 CFR, Sec. 26.55(e)(2), as the same may be revised.

I further certify and affirm that _____ will assume the actual
and
(SBPPP person, firm, association or organization)

contractual responsibility for the provision of the materials and/or supplies sought by _____
(Municipality Contractor)

If a manufacturer, I produce goods from raw materials or substantially alter them before resale, or if a supplier, I perform a commercially useful function in the supply process.

I understand that false statements made herein are punishable by Law (Sec. 53a-157), CGS, as revised).

(Name of Organization or Firm)

(Signature & Title of Official making the Affidavit)

Subscribed and sworn to before me, this ____ day of _____ 20 ____.

Notary Public (Commissioner of the Superior Court)

My Commission Expires

CERTIFICATE OF CORPORATION

I, _____, certify that I am the _____ (Official)
of the Organization named in the foregoing instrument; that I have been duly authorized to affix the seal of the Organization to such papers as require the seal; that _____, who signed said instrument on behalf of the Organization, was then ____ of said Organization; that said instrument was duly signed for and in behalf of said Organization by authority of its governing body and is within the scope of its organizational powers.

(Signature of Person Certifying)

(Date)

Schedule 3

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the

assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

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

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential

minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating

areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or

any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is

registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit

any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under

construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered

transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

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

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency,

a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR
APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL
ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

Schedule 4

CON-100M
[Replacing Con-82/58]

State of Connecticut
Bureau of Engineering & Highway Operations
Office of Construction

Contract No. _____
Project No.(s) _____
Fed. Aid No(s). _____
Date CON-100M Prepared _____

CONTRACT STATUS

Town: _____

Full Description

Project Limits: (From): _____ Start _____ (TO) : _____ End _____

Contract Awarded on: _____ To: _____

Order to Start on: _____

Inspector: _____ Job Tel.: _____

Final Maint. Responsibility: _____ Date closed to traffic _____

_____ Date open to traffic _____

Status of Contract (Check One)	Active <input type="checkbox"/>	Suspended <input type="checkbox"/>	Resumed <input type="checkbox"/>	Completed <input type="checkbox"/>
Date				

_____ on _____
Municipal Official

cc:
Construction Division Chief/Finals Section (Original)
Manager of Bridge Safety-
Manager of Inventory & Forecasting-
Director of Research & Materials (Completion Only)-
Office of Construction – Examiner's Supervisor-
District Finals Chief
MSAT File
Town of



Schedule 5

CONNECTICUT DEPARTMENT OF TRANSPORTATION
POLICY STATEMENT

POLICY NO. F&A-30
April 12, 2006

SUBJECT: Maximum Fees for Architects, Engineers, and Consultants

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

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

Travel - shall be the maximum established per the State Travel Regulations (managers' agreement).

If a project is federally funded in any phase, the above stated new requirements shall apply to all new agreements negotiated on or subsequent to December 1, 2005. New agreements that do not have federal funding in any phase, including construction will continue to apply the requirements of the Office of Policy and Management's (OPM) General Letter 97-1. Supplemental agreements negotiated on or after December 1, 2005, that are merely a continuation or refinement of work, shall continue to adhere to the maximums as contained in OPM's General Letter 97-1. Supplemental agreements that result in a new phase of work or more than a continuation or refinement of work will use the above stated new requirements. Supplemental agreements on federally funded projects that continue to utilize the OPM General Letter 97-1 maximums require the approval of the Federal Highway Administration before processing. Existing on-call assignments may be completed using the maximums in OPM's General Letter 97-1, as well as, new on-call assignments (projects) that have no federal funding. New on-call assignments (projects) that have federal funding must use the above stated new requirements. Extra work claims for existing agreements shall continue to adhere to those maximums established in OPM's General Letter 97-1. Computer Aided Design and Drafting (CADD) will be reimbursed through the overhead rate only.

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

(This Policy Statement supersedes Policy Statement No. F&A-30 dated December 17, 1996)

Stephen E. Korta, II
Commissioner

Schedule 6



STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

November 21, 1996

GENERAL LETTER NO. 97-1

TO: All State Agencies

FROM: Michael W. Kozłowski, Secretary
Office of Policy & Management

SUBJECT: **Contract Fees for Architects, Engineers and Consultants on State Projects**

All Contracts for architects, engineers and consultants on capital projects or studies related thereto, shall be awarded on the following basis:

1. Principals -Maximum of \$35/hour
 - A. Corporations Principal is defined as follows:
 - a. A corporate officer administratively responsible to the Corporation for the contract. The principal classification (whether corporate or other) is intended to include the principal's effort on the contract relating only to managing, directing and/or administering of the contract. In no event will the number of Principal hours established be in excess of 5% of the total contract salary hours established during negotiations.
 - b. A principal may also work on the contract in the "employee" classification, for example; as a Project Manager, Draftsman, Senior Engineer, etc. While performing those services for which qualified, the principal's rate of pay shall be within the salary range for the specific classification.
2. Assistants - Actual payroll at straight time rates. Overtime at actual rates subject to prior approval.
3. Overhead and Profit - Actual but not to exceed 150% for a Home Office project; 125% for a Field Office project and 165% for an Environmental project
4. Travel - Maximum is established per the State Travel Regulations (Manager's Agreement.)

Each such contract must contain appropriate language to clearly acknowledge the parameters by this letter.

Schedule 7

CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT



POLICY NO. F&A-10

June 1, 2007

SUBJECT: Code of Ethics Policy

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

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

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

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

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

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

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

To contact the Office of State Ethics:

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

Enforcement

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

Prohibited Activities

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

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

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

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."
3. **Gift Exchanges Between Subordinates and Supervisors/Senior Staff:** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the

monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a “major life event,” as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen’s Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.

4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term “gift” to limit the application of the so-called “gift to the State” exception. In general, “gifts to the State” are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a “gift to the State,” DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any “business with which they are associated.” In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

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

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

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

8. ***Outside Business Interests:*** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect

financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.

9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
 - **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - **Prohibited Representation:** DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

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

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

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

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

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

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

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

Training for DOT Employees

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

Important Ethics Reference Materials

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

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

Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

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


Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

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

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

Schedule 8

TITLE VI CONTRACTOR ASSURANCES

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

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

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

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

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

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

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

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

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

Schedule 9

SUPPLEMENTARY PROGRAM INFORMATION

FEDERAL

FEDERAL PROGRAM/GRANT IDENTIFICATION NUMBER	CONNDOT PROJECT NO.	FEDERAL PROJECT NO.	PHASE (1) (PE, ROW, CONST, CE)	EXPENDITURES (BY PHASE) (2)

(1) PRELIMINARY ENGINEERING (PE), RIGHTS OF WAY (ROW), CONSTRUCTION (CONST), CONSTRUCTION ENGINEERING (CE)

(2) THE SUM OF THE PROJECT EXPENDITURES SHOULD AGREE, IN TOTAL, TO THE PROGRAM EXPENDITURES.

STATE

STATE PROGRAM/GRANT IDENTIFICATION NUMBER	CONNDOT PROJECT NO.	PHASE (1) (PE, ROW, CONST, CE)	EXPENDITURES (BY PHASE) (2)

(1) PRELIMINARY ENGINEERING (PE), RIGHTS OF WAY (ROW), CONSTRUCTION (CONST), CONSTRUCTION ENGINEERING (CE)

(2) THE SUM OF THE PROJECT EXPENDITURES SHOULD AGREE, IN TOTAL, TO THE PROGRAM EXPENDITURES.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.