

WATER POLLUTION CONTROL AUTHORITY
Town of Trumbull
CONNECTICUT

TOWN HALL
(203) 452-5048



5866 MAIN STREET
TRUMBULL, CT 06611

JANUARY 23, 2013
7:30 p.m. Long Hill Room

MEETING AGENDA

1. Minutes to previous meeting
 - December 12, 2012
 - December 19, 2012
2. Tighe & Bond:
 - Progress Report – Contract 4
 - Change orders – Contract 4
 - Proposal for engineering services for Contract 3 assistance
 - Proposal for Contract 3 and 4 as-built drawing conversion to auto-cad
3. Invoice Approval:
 - Mark IV
 - Application 41
 - Guerrero
 - Application #4
 - L.J.F. outdoor maintenance
 - Application #4-1
 - Application #5-1
4. Wright-Pierce Update
5. Billing statements – Tighe & Bond and Wright Pierce
6. Old Business:
 - Update: Audit of the 59 and 20 accounts
 - 2013-2014 budget discussion
7. New Business:
 - Extended Standstill Agreement with Bridgeport
 - 30 Partridge Lane – Bevacque assessment
 - Owens, Schine & Nicola
 - Invoice #12939
 - Invoice #12940
 - Retainer Agreement - Robert S. Von Stein v. Town of Trumbull W.P.C.A.
 - Retainer Agreement - Matthew Mihaly v. Town of Trumbull W.P.C.A.
 - Ury & Moskow, L.L.C.
 - Invoice #59985

8. Executive Session:

- It is anticipated that the WPCA will vote to go into executive session to discuss with the Town Attorney strategy and negotiations with respect to pending litigation as defined by 1-200(6) and/or to discuss attorney client-privileged information as set forth by 1-210 relating to the following:
 - Mark IV – Contract 3 and Contract 4
 - Regionalization and/or Re-Negotiation of Bridgeport Sewer Treatment Contract
 - Mihaly v Trumbull WPCA, et al

9. Any other business that may come before the Authority.

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5866 MAIN STREET
TRUMBULL, CT 06611

MINUTES
Water Pollution Control Authority Meeting
Wednesday, December 12, 2012

Members Present:

Karen Egri, Vice, Chairman
Laura Pulie
Ennio DeVita
Timothy Hampford

Members Absent:

Jeanine Maietta, Chairman

Also Present:

Joseph Solemene, Assistant WPCA Administrator
John Marsilio, Public Works Director (left at 9:40)
Frank M. Smeriglio, PE, Town Engineer
Dennis Kokenos, Esq., Town Attorney (left at 9:40)
Fred Mascia, Tighe & Bond, Project Manager
Dana Huff, Tighe & Bond
Christine Pierce, Wright-Pierce
Mary Moran, Tax Collector (left after assessment vote)
Roberta Rubenstein, Assistant Tax Collector (left after assessment vote)
Donna Pellitteri, Delinquent Tax/Deferral Admin. (left after assessment vote)

The Vice Chairman called to order the regularly scheduled meeting of the Trumbull WPCA for December 12, 2012 at 7:35 p.m. in the Town Hall Council Chambers.

The Vice Chairman asked for a motion to move Agenda item 7 up on the Agenda. MOTION made Pulie seconded DeVita to move up on the Agenda item number 7 Discussion and vote Contract 4 sewer assessments. No Discussion. MOTION CARRIED UNANIMOUSLY.

7. Discussion and vote Contract 4 sewer assessments.

The Vice Chairman asked Frank Smeriglio to address the board. He said notification letters went out to the residents on November 7th. We had a public hearing and meeting on November 20th, we heard from the residents and were able to answer some of the questions. After that meeting we issued an assessment summary report that talks about the costs of the project, the WPCA obligations, Town obligations, and the methodology of the sewer assessments. Also on the summary were 22 or 23 typical questions that were asked by the residents with our responses and it was posted on the website. After that we had three informational work sessions with the residents. We tried to break it up into smaller groups so there was a better dialog between the residents and us. Some of the biggest concerns the residents' had are why we use the area frontage and not simply divide the project cost by the number of houses. Another concern was there are some properties that only have about 30 feet of pipe in front of the house and the charge based on frontage was questioned. We answered those questions and explained basically it comes down to the methodology that has been used since the 1970's and you can't just divide the cost by the number of houses. He summarized the principles used in the methodology of creating the assessment formula and of paying for the sewer project as a whole and sharing that cost among the residents. He went over the revised assessment spreadsheet. He noted the price per foot stayed the same at \$162.26 per assessed footage of the frontage property. He also explained the \$3,500.00 listed in the grinder pump column are for

properties we project are going to receive pumps and some of those may come off the list as we investigate the properties. In the agreement for the grinder pumps that were sent to those residents it is noted that there may be additional costs depending on their electrical panel, the existing condition of their septic tank. As we install those grinder pumps we'll know which properties may need an additional charge. Vice Chairman Egri said she attended all three meetings and Commissioner Pulie attended two of the three and there were more questions and those were all reviewed and the answers to the questions is posted on the website.

Frank informed the Commission that there were three revisions that had to be made today, but the revisions are not in the package and three line items need to be amended prior to a vote. The line item addresses are: 104 Booth Hill Road and 106 Booth Hill Road – delete \$3,500.00 grinder pump fees. The \$3,500.00 grinder pump was added in to these two properties for a pump but, we have to further investigate whether there's going to be a pump or not; 412 Shelton Road – delete \$3,500.00 grinder pump charge. They were able to have their lateral work without a grinder pump. Commissioner Pulie asked Frank if we have to send them separate notice. For 104 Booth Hill Road and 106 Booth Hill Road we have to do some investigative work on the property. If it is determined a grinder pump is needed then we would have to send them a letter stating this is part of the project and these are what the charges would be and invite them to come in.

Relating to the informational workshop sessions there were a couple questions that came up that we indicated we would get back to residents with answers. So, Frank Smeriglio prepared a supplemental sewer assessment summary with six more questions and answers for the residents. One of the issues that came up is the \$500.00 initial charge and the questions were: Can we eliminate it? Can we spread the payment over the first year in four quarterly payments? We did research with the tax department and found what we can do is instead of having the \$500.00 in a one time payment in the first year we can divide the payment into four quarters with zero interest as long as they make the quarterly payments. Vice Chairman Egri wanted to verify if the vote regarding the initial \$500.00 needs to be made first and Attorney Kokenos confirmed it did.

The Vice Chairman asked for a motion.

MOTION made Pulie seconded Hampford that the \$500.00 initial fee payment can be made over the first full year in quarterly payments at 0.0 percent. The \$500.00 would be subject to delinquent interest if the payment is not made by the quarterly due date. Discussion. MOTION CARRIED UNANIMOUSLY.

The Vice Chairman made a motion for approval of the Contract 4 North Nichols Project sewer assessments with the exception of removing the pump fee for 412 Shelton Road, 104 Booth Hill Road and 106 Booth Hill Road. Discussion followed regarding voting on the revised list and subtracting out the \$3,500.00 fee for those three properties and to reference the total assessment, costs, and spreadsheet in the vote. Commissioner Egri amended her motion on the table.

MOTION made Egri seconded Hampford to approve the Contract 4 North Nichols Project sewer assessments. WPCA cost of \$26,311,992.36, less the 25% equals \$19,733,994.27, total footage revised of 120,913 and price per foot of \$162.26 as shown on the spreadsheet entitled North Nicholas Project revised December 12, 2012 with the exception of removing the pumps for 412 Shelton Road, 104 Booth Hill Road and 106 Booth Hill Road. Discussion. MOTION CARRIED UNANIMOUSLY.

1. Minutes to previous meetings.

There were no questions, comments or additions regarding the October 24, 2012 Minutes.

MOTION made Hampford seconded Pulie to accept the October 24, 2012 Minutes as written. No Discussion. ONE ABSTENSION (Egri). MOTION CARRIED.

There were no questions, comments or additions regarding the November 14, 2012 Minutes.

MOTION made Hampford seconded DeVita to accept the November 14, 2012 Minutes as written. No Discussion. ONE ABSTENSION (Pulie). MOTION CARRIED.

There were no questions, comments or additions regarding the November 20, 2012 public hearing Minutes. MOTION made Pulie seconded DeVita to accept the November 20, 2012 public hearing Minutes as written. No Discussion. MOTION CARRIED UNANIMOUSLY.

There were no questions, comments or additions regarding the November 20, 2012 special meeting Minutes. MOTION made DeVita seconded Pulie to accept the November 20, 2012 special meeting Minutes as written. No Discussion. MOTION CARRIED UNANIMOUSLY.

2. Tighe & Bond.

Progress report. Fred Mascia said since the last meeting:

- The Contractor has completed the section of sewer in Dogwood Lane from the easement to Shelton Road up to Powder Mill
- As of today they've completed the first manhole in the easement from Dogwood Lane to Teeter Rock
- As of today there is roughly 650 feet of main line sewers to be installed
- It looks like 3 to 4 weeks to complete main line sewer
- Also doing some laterals
- Temporary patch paving on Dogwood Lane tomorrow
- Looks like it is within a month's worth of work to complete the sewer work
- It is going smoothly.

There will probably be a claim for additional fees because they've run across a few more buried trees and stumps that were buried during construction of the subdivision. That material has to be hauled out and gravel brought back in and some areas will need backfill and there will also be a claim for disposing of that material.

Additional sewer project work summarized by Frank Smeriglio:

Frank said the trench has been dry and we are watching every day and checking the bottom of the trench. He is comfortable that it has been dry and solid.

Change Orders.

No new change orders to present tonight. Attorney Kokenos explained the Commission needs to address the tabled change orders prior to the meeting with the contractor to discuss change orders. He went over the procedures regarding reviewing and recommendation categories including approved, partially approved or denied relating to the change orders. Attorney Kokenos suggested Frank state the quantity, the contract price and the total price.

Fred Mascia summarized each of the following change orders:

Dated 11/22/2011 in the amount of \$4,795.00 for rock removal during the excavation of the sewer trench on Shelton Road, Tamarack Circle, Columbine Road and other roads. It is 47.95 cubic yards and the contract rate is \$100.00 a yard. This was presented to the commission and was tabled for further evaluation. The rock was removed to repair the trench. Fred said they recommend the quantity of 47.95 get added to the standard items. Because this was brought before the commission as a tabled item they can't have the contractor add it without a discussion with the commission. Fred stated if the commission agrees he will not prepare a change order it will be added to the next requisition.

MOTION made Pulie seconded Hampford to approve tabled change order dated 11/22/2011 in the amount of \$4,795.00 for rock removal at \$100 per cubic yard and the quantity of 47.95 cubic yards. Discussion. ONE ABSTENSION (DeVita). MOTION CARRIED.

Dated 11/2/9/11 for furnco couplings on Kingsbury Drive. This is for 2 furnco couplings for 2 locations on Kingsbury Drive to make a clean connection and the amount was \$830.00. Payment is recommend.

MOTION made Hampford seconded Pulie to approve tabled change order dated 11/29/2011 for furnace couplings on Kingsbury Drive in the amount of \$830.00. Discussion. MOTION CARRIED UNANIMOUSLY.

4/5/2012 for excavation on Carrousel Drive for non defective sewer repair. The contractor is looking for his cost for making the excavation and going down and verifying that it was not a defective joint. We requested they dig it up, we looked at it and the joint was not bad. The cost is \$1,737.00 and the contractor is entitled to get paid. MOTION made Pulie seconded Hampford to approve tabled change order dated 4/5/2012 for \$1,737.00. Discussion. MOTION CARRIED UNANIMOUSLY.

Change Order 132 dated 6/5/2012 in the amount of \$661.25 for saw cutting the concrete pavement that was in Shelton for the lateral at 449 Shelton Road. The lateral was missed and was not installed at the time the sewer went through. Payment is recommended.

MOTION made Hampford seconded Pulie to approve table change order dated 6/5/2012 in the amount of \$661.25 for saw cutting concrete pavement on Shelton Road. Discussion. MOTION CARRIED UNANIMOUSLY.

Change Order 140 dated 7/9/2012 in the amount of \$457.52 to realign a cross culvert that was in direct conflict with the sanitary sewer line on Old Green Road. Payment is recommended.

MOTION made DeVita seconded Pulie to approve tabled change order 140 dated 7/9/2012 in the amount of \$457.52. Discussion. MOTION CARRIED UNANIMOUSLY.

9/28/12 in the amount of \$1,078.75 for mandrel re-testing in areas after the replacement of some of the chimneys on Booth Hill Road. Payment is recommended because we directed them to do it.

MOTION made Hampford seconded DeVita to approve tabled change order dated 9/28/2012 for mandrel re-testing in the amount of \$1,078.75. Discussion. MOTION CARRIED UNANIMOUSLY.

Change Orders 117 & 93 dated 10/14/2011 to install lateral at 49 Old Green Road. The commission did approve the change order for around \$16,000.00 to do this lateral that was shown on the original design plans and the homeowner wanted gravity and it cost more than we estimated. Contractor submitted a request for \$28,814.56 and included items we believed were covered under other units and contract prices. The Contractor's claims include changes for additional drilling, costs for blasting, mobilization, and time and materials for rock removal. Payment in the lower amount of \$20,944.13 is recommended.

Commissioner DeVita questioned if there have been conversations with the contractor about making a change and what would the consequences be if they vote? Attorney Kokenos said we sent a letter to Mark IV's attorney explaining that this was our position and the tabled change order will most likely be treated in this manner by the commission and that letter was sent on December 7, 2012. He has received no response from their attorney to date. He explained to them again that these tabled change orders will be on the Agenda and this is how we anticipated the recommendations to be and to contact us with any questions or concerns and we have received nothing in response. A brief discussion followed regarding litigation and extra money. Attorney Kokenos stated this was a tabled change order where Tighe & Bond reviewed it and felt partial payment should be made based on his analysis and he is making a recommendation on what payment they feel is valid pursuant to the contract. Work was done and the way the work should be paid for is how they are recommending it today which is how they've gotten to the \$20,944.13 number. They have been put on notice of it and we explained that is how we reached our number and we received no response. He noted this is not going to end the change order discussions because a meeting is going to be set up with the contractor regarding the denied change orders and it is his guess that the remainder of the ones here that are partially approved here, if they are partially approved, would be lumped into that denial change order meeting so this dispute over the \$8,000.00 he doesn't think will disappear. We will be

making payment of what we thought was proper given the work and given the contract terms. Payment in the amount of \$20,944.13 is recommended.

MOTION made Pulie seconded Hampford to approve tabled change orders 93 and 117 dated 10/14/11 in the amount of \$20,944.13. ONE ABSTENSION (DeVita). MOTION CARRIED.

Change Order 118 dated 10/14/2011 to install lateral at 2373 Huntington Turnpike. The contractor submitted a request for \$22,082.27. They went through it and pulled out the items they thought were part of the standard contract price and came up with the price of \$16,910.46. The contractor submitted time and materials to do all this work. They went through his time and materials as follows:

- Cost for drilling – cost and drilling is part of the rock removal and he was claiming almost \$3,000.00 to drill the rock separately. The only thing the commission previously paid for is when he had to go back to move a lateral and the commission had approved \$250.00 mobilization fee. The contract is very clear that \$100.00 a cubic yard is to remove the rock for any method the contractor sees fit because you can't excavate with a back hoe. Because this lateral was not installed when the main lateral crews went by the commission agreed that he was entitled to some mobilization costs. All the cost of removing the rock should be the contract cubic yard.
- Cost for blasting – should be included in the cost for cubic yard for rock. But because this lot was not identified as a lateral initially they could not include the cost for the seismic testing. The rest of the items were standard contract pay items.

Basically on both of these the contractor was claiming time and materials to drill and remove the rock and we believe it should be paid for as rock removal contracted price and also remove the \$250.00 for mobilization. The first should be reduced by \$8,000.00 and the second one reduced by \$3,000.00. In the past the commission has approved re-mobilization to do work in areas the contractor has already completed. If the contract's unit prices are relevant to that work, they are going to be applied and not do the job on time and materials. That has been the position of the commission regarding change orders requests. So if it could be paid under contract pay items that is what we recommend.

Commissioner Pulie asked if this was left off the original design plan? Fred said this was one of the residents where the lateral was shown, but because they could obtain gravity feed and eliminate the pump the lateral was installed slightly deeper which was a field call by the inspector to provide gravity service to this house.

Payment in the amount of \$16,910.46 is recommended.

MOTION made Hampford seconded Pulie to approve partial payment of original tabled change order 118 dated 10/14/2011 in the amount of \$16,910.46 in reference to 2373 Huntington Turnpike. ONE ABSTENSION (DeVita). MOTION CARRIED.

Change order 127 dated 5/21/2012 for lawn restoration at 2447 Huntington Road. Fred noted there are four that are similar to this change order for easement areas that were not included in the original bid documents. Part of the easement agreements for these homes were to be connected to the sewer by the contractor. On Huntington Road the restoration for the sewer easement was included in the lump sum and the contractor had to install the lateral from the main to the tank. We assumed that work area should have been around 30 feet wide. In this case he probably used the entire front yard in his proposal and he made a claim for \$8,154.77 which is way beyond the area he should have disturbed to put the lateral in. Twenty five percent of the cost he is claiming was the actual 20 or 30 foot width for the lateral installation. He restored the whole front yard but, the rest of it should have been his cost. Payment in the amount of \$2,138.69 is recommended.

MOTION made Pulie seconded Hampford to approve tabled change order 127 dated 5/21/2012 in the amount of \$2,138.69. Discussion. MOTION CARRIED UNANIMOUSLY.

Change order 128 dated 5/21/12 for lawn restoration at 20 MacDonald Road. Same set of circumstances as change order 127. Payment in the amount of \$1,338.56 is recommended.

MOTION made Hampford seconded Pulie to approve partial payment on tabled change order 128 dated 5/21/2012 in the amount of \$1,338.56 for 20 MacDonald Road lawn restoration. Discussion. MOTION CARRIED UNANIMOUSLY.

5/21/2012 for lawn restoration at 37 Partridge Lane. Same set of circumstances as change orders 127 and 128. Payment in the amount of \$2,289.32 is recommended.

MOTION made Pulie seconded Hampford to approve tabled change order dated 5/21/2012 for 37 Partridge Lane in the amount of \$2,289.32. Discussion. MOTION CARRIED UNANIMOUSLY.

5/21/2012 for lawn restoration at 126 Hilltop Drive. Same set of circumstances as change orders 127, 128 and the previous 5/21/2012 change order. Payment in the amount of \$673.30 is recommended.

MOTION made DeVita seconded Pulie to approve pavement for change order dated 5/21/2012 for 126 Hilltop Drive in the amount \$673.30. Discussion. MOTION CARRIED UNANIMOUSLY.

11/23/2011 in the amount of \$19,134.00 for rock removal at pre-cast chimneys at multiple locations. This is for chimneys that were replaced for ones that were installed from August, 2010 through November, 2011. Fred stated when Tighe & Bond started they directed Mark IV to discontinue use of the stone chimney and to use the detail that is on the plan which is a cast-in-place chimney. They requested to use a precast unit in lieu of that and because it is slightly larger they are claiming there was more rock to remove. Tighe & Bond disagrees because it was the contractor's choice and they could have used the cast-in-chimney that was on the details and they chose to use the precast. They went through 56 locations and calculated what the additional rock should have been to be removed. Fred said the rock was already removed at the time the chimney was installed. They do not feel this is a valid claim and do not recommend it be approved.

MOTION made Hampford seconded Pulie to deny tabled change order dated 11/23/2011 for the removal of rock at various pre-cast concrete chimney locations in the amount of \$19,134.00. Discussion. MOTION CARRIED UNANIMOUSLY.

Dated 7/9/2012 in the amount of \$5,750.00 for extension of the DOT bond to do work in Route 108, Huntington Turnpike. The permit Mark IV was looking to extend expired March 31, 2012 and actually was in place from March 31, 2011 to March 31, 2012. They installed the sewer between May, 2011 and September, 2011 which was the main line sewer with temporary patch. Then between October, 2011 and November, 2011 they installed the permanent patch. The permit expired the following March, 2012 before the paving season opened again so they could not do the permanent overlay on the road until after March 12th and the permit had to be extended so they could complete the work. It is a scheduling issue and the permit is the contractor's responsibility. Payment is not recommended.

Vice Chairman Egri asked if there is a motion to deny this change order.

MOTION made Pulie seconded DeVita to deny tabled change order dated 7/9/2012 in the amount of \$5,750.00. Discussion. MOTION CARRIED UNANIMOUSLY.

Vice Chairman Egri asked for a motion to move up Agenda item number 8 Executive Session.

8. Executive Session.

MOTION made Pulie seconded Hampford to move up on the Agenda item number 8 Executive Session and to move into executive session to discuss with the Town Attorney strategy and negotiations with respect to pending litigation as defined by 1-200(6) and/or to discuss attorney client-privileged information as set forth by 1-210 relating to the following:

- Mark IV – Contract 3 and Contract 4
- Regionalization and/or re-negotiation of Bridgeport Sewer Treatment Contract

- Mihaly v Trumbull WPCA, et al

Staying for the executive session is the WPCA Commission, Joe Solemene, Attorney Dennis Kokenos, Frank Smeriglio, Fred Mascia from Tighe & Bond, Christine Kurtz from Wright Pierce and Dana Huff from Tighe & Bond. No Discussion. MOTION CARRIED UNANIMOUSLY.

At 8:40 p.m. the tape recorder was turned off, the Clerk left the room and the Commission went into executive session.

The Clerk was called back into the room and the recorder was turned on.

Vice Chairman reopened the December 12, 2012 regular meeting and to state the executive session ended at 9:30 p.m. no vote was taken and then the Commission took a short recess.

MOTION made DeVito seconded Hampford to reopen the regular scheduled meeting at 9:40 p.m. and to confirm that no vote was taken in the executive session. No discussion. MOTION CARRIED UNANIMOUSLY.

3. Invoice Approval:

Mark IV Application 40 - \$127,959.75. It reflects that they put in almost 500 feet of pipe for the month. MOTION made Pulie seconded Hampford to approve Application 40 in the amount of \$127,959.75. No Discussion. MOTION CARRIED UNANIMOUSLY.

Guerrera Construction Company, Inc. Application 3 - \$250,571.75. Fred said this application is about 95% percent complete. There's still some items that the contract did not include and there will be probably one more application in January. Shelton Road is complete and there are still a couple small punch list items. They will come back and touch up landscaping in the springtime. It was noted that we have a retainage. MOTION made Pulie seconded Hampford to approve Application 3 from Guerrera Construction Company in the amount of \$250,571.75. Discussion. MOTION CARRIED UNANIMOUSLY.

LJF Outdoor Maintenance Application 3-1 - \$13,764.75. Frank said this is the invoice for the easement restoration and he explained the reason there are 3 separate invoices is because as we are scoping out different easement areas to restore and there are 3 different purchase orders. Overall there are 12 easement areas and these 3 invoices reflect completion of 5 areas and there are 2 more areas that at 99% complete, but have not been invoiced. That leaves 5 easement areas to restore overall, 3 are at Dogwood Pond and 2 which are just about ready to start, but now because of the weather we are going to wait until the spring to complete those. All areas are stabilized and Mark IV is working in 3 of the areas and 2 are stabilized. Fred noted a couple of the areas Frank just talked about were restored by Mark IV when they completed the sewer and in the areas of wetlands they are doing additional plantings as part of the corps permit. The Vice Chairman asked for a motion to approve application 3-1. MOTION made Hampford seconded Pulie to approve Application 3-1 for LJF Outdoor Maintenance in the amount of \$13,764.00. Discussion. MOTION CARRIED UNANIMOUSLY.

LJF Outdoor Maintenance Application 3-2 - \$20,890.50.

The Vice Chairman asked for a motion to approve application 3-2.

MOTION made Pulie seconded Hampford to approve Application 3-2 for LJF Outdoor Maintenance in the amount of \$20,890.50. Discussion. MOTION CARRIED UNANIMOUSLY.

LJF Outdoor Maintenance Application 3-3 - \$11,446.00.

The Vice Chairman asked for a motion to application 3-3.

MOTION made Hampford seconded Pulie to approve Application 3-3 for LJF Outdoor Maintenance in the amount of \$11,446.00. Discussion. MOTION CARRIED UNANIMOUSLY.

4. Wright-Pierce Update. Christine Kurtz stated the CCTV work continues and it should be complete in the next couple of weeks. Hopefully this week they will be finishing up on White Plains Road and then easement work next week. She referenced an inaccuracy with the Town getting invoiced incorrectly from Green Mountain Pipeline. They found there is close to 8,000 feet of pipe more than what was originally planned for so their invoice to Wright-Pierce will address this. She said they anticipate it to be in around \$12,000.00 more plus traffic costs. There is more footage of piping than what the GIS mapping showed.

5. Billing Statements.

Tighe & Bond and Wright-Pierce. The Commissioners reviewed the spreadsheets and there were no questions or comments.

6. Old Business.

Up-date: Audit of the 59 and 20 accounts. Vice Chairman Egri stated she has no update for this month.

8. New Business.

2013 WPCA meeting dates. The Commission reviewed the dates and requested the November meeting date be changed to November 20, 2013 the second Wednesday of November.

The Vice Chairman asked for a motion to approve the 2013 meeting schedule with one revision that that the November 20th meeting be changed to November 13th.

MOTION made Pulie seconded Hampford to approve the scheduled 2013 meeting dates as submitted with one revision that the November 20th meeting be changed to November 13th. Discussion. MOTION CARRIED UNANIMOUSLY.

Election of Officers. The Vice Chairman suggested the commission table this for this evening and set up a special meeting on Wednesday, December 19th with one agenda item only which is to have the election of officers. The Commission agreed to schedule a special meeting for December 19, 2012 at 5:00 p.m.

2013-2014 budget discussion. Vice Chairman Egri referenced the preliminary budget worksheet and a copy of the current budget that were included in the packets. Joe Solemene provided a worksheet showing last year's figures and a printout of current balances. Frank said we have all the I&I studies that Wright-Piece has been doing so recommendations for next years' budget have to be made. Also, we funded video inspections of existing lines on some of the roads that we've been paving and we might have to incorporate those improvements as part of the paving program. He told the commissioners if anyone has any suggestions or inputs not to hesitate to come into the office. Frank will go through the budget schedule and if necessary a special meeting will be scheduled in January.

There being no other business before the Authority, the Vice Chairman asked for a motion to adjourn. MOTION made Pulie seconded DeVita to adjourn the regularly scheduled meeting for December 12, 2012 at 9:55 p.m. No discussion. MOTION CARRIED UNANIMOUSLY.

Submitted by,

Joyce Augustinsky
Clerk of the Commission

WATER POLLUTION CONTROL AUTHORITY

Town of Trumbull

CONNECTICUT

TOWN HALL
(203) 452-5048



5866 MAIN STREET
TRUMBULL, CT 06611

MINUTES

**Water Pollution Control Authority Special Meeting
Wednesday, December 19, 2012**

Members Present:

Karen Egri, Vice Chairman
Laura Pulie
Ennio DeVita
Timothy Hampford

Members Absent:

Jeanine Maietta Lynch, Chairman

The Vice Chairman called to order the special scheduled meeting of the Trumbull WPCA on Wednesday, December 19, 2012 at 5:00 p.m. in the Long Hill Room, Trumbull Town Hall.

ELECTION OF OFFICERS.

The Vice Chairman stated the one item on tonight's agenda is election of officers. The first office to elect is secretary and the Vice Chairman asked for a nomination.

Commissioner Pulie nominated Ennio DeVita as Secretary. There being no other nominations, a vote was taken.

MOTION made Pulie seconded Hampford to nominate Ennio DeVita as secretary. No Discussion. ONE ABSTENSION (DeVita). MOTION CARRIED.

Commissioner Hampford nominated Laura Pulie as Vice Chairman. There being no other nominations, a vote was taken.

MOTION made Hampford seconded DeVita to nominate Laura Pulie as Vice Chairman. No Discussion. MOTION CARRIED UNANIMOUSLY.

Commissioner Pulie nominated Karen Egri as Chairman. There being no other nominations, a vote was taken. MOTION made Pulie seconded by Hampford to nominate Karen Egri as Chairman. No Discussion. ONE ABSTENSION (Egri). MOTION CARRIED.

There being no other business before the Authority,

MOTION made Hampford seconded Pulie to close the special meeting at 5:03 p.m. No Discussion. MOTION CARRIED UNANIMOUSLY.

Submitted by,

Joyce Augustinsky
Clerk of the Commission

CHANGE ORDER REQUEST

COR No. R 150

Date: 1-9-13

Name of Project:

Sanitary Sewers
Phase IV, Part B, Contract 4
North Nichols Project

Contractor:

Mark IV Construction Co. Inc.

The following changes are hereby made to the Contract Documents:

Description:

Repair of 30" drainage pipe
in easement between Teeter
Rock Rd + Dogwood Lane

Reason:

Not in contract

Cost Estimate:

\$ 4262.74

Proposed Change to Contract Price:

\$ -----

Action by the Trumbull WPCA Commission

Date: -----

Approved

Tabled

Denied

Removed from Consideration

MARK IV CONSTRUCTION CO, INC.

1137 SEAVIEW AVENUE
BRIDGEPORT, CT 06607-1037
PHONE: (203) 335-2161 FAX: (203) 335-5578



January 9, 2013

Alfred J. Mascia, Jr., P.E.
Tighe & Bond
1000 Bridgeport Avenue Suite 320
Shelton, CT 06484

RE: Sanitary Sewer Project
Phase IV, Part B, Contract #4
Trumbull, CT
Repair 30" Storm Line
Request for Change Order

Gentlemen:

While installing the sanitary sewer between TDCC-1 & TR-12 we exposed an existing 30" C.M.P. storm pipe.

It was observed that the pipe was in a state of decline and we were directed to make the necessary repairs.

Listed below please find our costs associated with this extra work

| | |
|-----------|------------------|
| LABOR | \$ 1,054.62 |
| MATERIALS | \$ 2,270.62 |
| EQUIPMENT | \$ <u>937.50</u> |

Total Amount Due \$ 4,262.74

Please prepare a change order at your earliest convenience.

Very truly yours,

Mark IV Construction Co., Inc.


Joseph D. Kromer

JDK:det
CC:File
Frank Smergilio, P.E.
Enclosure

PROJECT

SANITARY SEWER PROJECT
 PHASE IV, PART B, CONTRACT #4
 TRUMBULL, CT.

DAILY REPORT ON COST PLUS

CONTRACTOR

Mark IV Const. Co., Inc.

CONNECTICUT

DATE 1/8/13 Change Order No.

DESCRIPTION OF WORK TDCC-1 TO TR-12 REPAIR 30" STM. CORRUGATED PIPE @ STA. 0+55 ±

| LABOR | | | | MATERIAL | | | EQUIPMENT | | | | | | |
|----------------------------|-----|-------------|-------|----------|----------------|----------|------------|---------|---------------------|------------|-------------|------|--------|
| CLASS | No. | Total Hours | RATE | AMOUNT | DESCRIPTION | QUANTITY | UNIT PRICE | AMOUNT | SIZE and CLASS | No. Pieces | Total Hours | RATE | AMOUNT |
| FOREMAN | 1 | 2.5 | 66.95 | 167.28 | 30" HDPE | 20 LF | 27.49 | 549.80 | PICK UP | 1 | 2.5 | 15 | 37.50 |
| LABORER | 2 | 5 | 53.43 | 267.15 | 30" Coupling | 2 EA | 590.06 | 1180.12 | 1/4" TRACK EXCA 460 | 1 | 2.5 | 237 | 592.50 |
| O.E. EXCA | 1 | 2.5 | 69.11 | 172.78 | 3/4" STONE | 7.25 TON | 152.5 | 110.56 | 1/2" LOADER | 1 | 2.5 | 70 | 175.00 |
| O.E. LOADER | 1 | 2.5 | 67.32 | 168.30 | 154" x 145" T | | | | TRIAxLE TRUCK | 1 | 2.5 | 53 | 132.50 |
| TELEOPER | 1 | 2.5 | 56.68 | 141.70 | 30" ADS SMT | 2 EA | 66.99 | 133.98 | | | | | |
| | | | | | Coupling | | | | | | | | |
| TOTAL LABOR | | | | 917.06 | | | | | | | | | |
| HEALTH WELFARE and PENSION | | | | | | | | | | | | | |
| 5% of Items 1 & 2 | | | | 137.86 | | | | | | | | | |
| TOTAL (ITEMS 1 thru 4) | | | | 1054.62 | | | | | | | | | |
| | | | | | TOTAL | | | 1974.46 | | | | | |
| | | | | | Less Discounts | | | | | | | | |
| | | | | | TOTAL | | | | | | | | |
| | | | | | 15% Additional | | | 296.16 | | | | | |
| | | | | | TOTAL | | | 2270.62 | | | | | 937.50 |

INSPECTOR
 BY Joseph A. Heener

CONTRACTOR
 GRAND TOTAL 4262.74

Run Date 1/08/13

HD SUPPLY WATERWORKS, LTD.

MARK IV CONSTRUCTION CO., INC
1137 SEAVIEW AVE
BRIDGEPORT CT 06607
Telephone: 203-335-2161
Fax: 203-335-5578

HDSWW - NEW BRITAIN CT
Gateway Crossing
One Hartford Sq Door 31
New Britain CT 06052
Telephone: 860-826-0517
Fax: 860-826-0518

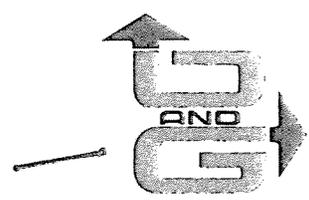
1/08/13 Bid ID: 3326079 TRUMBULL - 30" MATERIAL

Page 1

| Line | Quantity | Sell Per | Description | Net Price | Extended Price |
|-------------------|----------|-------------|--|--------------|-------------------|
| 10 | 20 | FT | 30 DWALL F2648 SOLID HDPE PIPE GREEN SPIGOT WRAP, ASTM 2648 | 27.49 | 549.80 |
| 20 | 2 | EA | 3021AN 30 ADS N-12 RCP ADPT | 590.06 | 1,180.12 |
| 30 | 2 | EA | 3065AA 30 ADS SPLIT CPLG | 66.99 | 133.98 |
| Subtotal: | | | | | 1,863.90 |
| Tax: | | | | | 118.36 |
| Bid Total: | | | | | 1,982.26 |

O&G INDUSTRIES, INC.

112 WALL STREET
 TORRINGTON, CT 06790-5464
 FEIN - 06-0479981



MAIN OFFICE (860) 489-9261
 BILLING INQUIRIES ONLY (860) 496-4
 FAX (860) 626-6436

MARK IV CONSTRUCTION CO INC *
 1137 SEAVIEW AVE
 BRIDGEPORT CT 06607-1037

INVOICE DATE
 5/15/12

INVOICE NO.
 I-130210

ACCOUNT CODE
 MARK4

P. O. # TRUMBULL

A FINANCE CHARGE OF 1.5% PER MONTH (ANNUAL PERCENTAGE RATE of 18%)
 WILL BE ASSESSED AGAINST ANY PORTION OF THIS INVOICE NOT PAID BY

5/15/12

| * DATE | QUANTITY | UNITS | DESCRIPTION | UNIT PRICE | AMOUNT | DISC. | DISC. A |
|------------------------|----------|---------|------------------|------------|--------|-------|---------|
| T 5/02/12 | 18.76 | TON-FOB | 3/4" STONE | M 15.25 | 286.09 | | 286 |
| | | | SALES TAX 6.350% | | 18.17 | | 18 |
| T 5/03/12 | 18.04 | TON-FOB | 3/4" STONE | M 15.25 | 275.11 | | 275 |
| | | | SALES TAX 6.350% | | 17.47 | | 17 |
| T 5/07/12 | 18.54 | TON-FOB | 3/4" STONE | M 15.25 | 282.74 | | 282 |
| | | | SALES TAX 6.350% | | 17.95 | | 17 |
| MATERIALS | | | | | 843.94 | | 84 |
| SALES TAX ON MATERIALS | | | | | 53.59 | | 5 |

TR-4
310
156375
843.94

* R = RESALE P = POLLUTION C = CHARITABLE

AMOUNT PAID

PAY 897.53
 NET 30

OR PAY DISC. AMT 89
 NET 10
 WHEN PAID ON OR BEFORE 6/0

PLEASE NOTE!

PLEASE RETURN YELLOW REMITTANCE COPY WITH PAYMENT. IF PAYMENT DOES NOT AGREE WITH INVOICED AMOUNT, PLEASE PROVIDE DETAILS OF ALL DIFFERENCES.

THE APPLICATION OF ALL PAYMENTS RECEIVED ON ACCOUNT SHALL BE AT THE DISCRETION OF O&G UNLESS THE CUSTOMER SPECIFICALLY IDENTIFIES THE INVOICE OR INVOICES

ORIGINAL INVOICE



29-0204-5
December 11, 2012

Trumbull WPCA
c/o Mr. John Marsilio, Director
Department of Public Works
Town of Trumbull
5866 Main Street
Trumbull, CT 06611

Re: **Engineering Services Proposal
Contract III Settlement Assistance**

Dear Mr. Marsilio:

We are pleased to submit this proposal per our discussions relative to engineering services to support the Town's legal case in regards to the Phase 4, Part B, Contract III (Jog Hill Area) project. This proposal is to cover services that may be required for Tighe & Bond staff during settlement negotiations. The following is a summary of anticipated services:

1. Meet with the Town and Town's attorney to discuss possible requested information from Mark IV. Review plans, reports, photos, video and other available data.
2. Meet with representative of Arcadis U.S., Inc., Mark IV technical representatives, to review and discuss identified sewer defects.
3. Attend negotiation meetings for Town, Town Attorneys and Mark IV representatives.

Tighe & Bond will conduct this work on hourly basis plus expenses and you will be billed in accordance with the attached rate schedule. For budgeting purposes we suggest an initial budget of \$20,000 be established. Our attached Terms and Conditions is part of this letter agreement. Please provide your signed authorization. If you have any questions, please do not hesitate to contact us at 203-712-1100.

Sincerely,
TIGHE & BOND, INC.

John W. Block, P.E., LS
Senior Vice President

Acceptance:

On behalf of Town of Trumbull DPW, the scope, fee, and terms of this proposal are hereby accepted.

Authorized Representative

Date

Enclosures: 2012 Hourly Rate Schedule
Terms and Conditions



J:\2012\9\Contract III Court Case\Proposal\0012_12-11_Court III Settlement Assistance Doc



2012 FIXED HOURLY RATE SCHEDULE

ENGINEERS/SCIENTISTS

| | |
|---------------------------------|----------|
| Principal | \$195.00 |
| Principal Engineer | \$175.00 |
| Senior Consultant | \$300.00 |
| Traffic Consultant | \$180.00 |
| Senior Project Manager | \$156.00 |
| Project Manager | \$152.00 |
| Senior Engineer | \$150.00 |
| Project Engineer | \$120.00 |
| Staff Engineer 3 | \$115.00 |
| Staff Engineer 2 | \$95.00 |
| Staff Engineer 1 | \$90.00 |
| Senior Planner | \$110.00 |
| Planner | \$90.00 |
| Senior Resident Engineer | \$123.00 |
| Construction Observer | \$110.00 |
| Senior Compliance Specialist | \$128.00 |
| Certified Industrial Hygienist | \$128.00 |
| Project Compliance Specialist | \$88.00 |
| Compliance Specialist 2 | \$88.00 |
| Compliance Specialist 1 | \$76.00 |
| Senior Environmental Scientist | \$130.00 |
| Project Environmental Scientist | \$90.00 |
| Environmental Scientist 2 | \$82.00 |
| Environmental Scientist 1 | \$68.00 |

GIS

| | |
|-----------------------------|----------|
| GIS Director | \$150.00 |
| Senior Development Engineer | \$140.00 |
| GIS Project Manager | \$107.00 |
| GIS Developer | \$105.00 |
| Analyst | \$95.00 |
| GIS Technician 2 | \$71.00 |
| GIS Technician 1 | \$68.00 |

SUPPORT

| | |
|--------------------------|----------|
| Remediation Technician* | \$77.00 |
| Senior Designer/Drafter* | \$120.00 |
| Designer/Drafter* | \$86.00 |
| Engineering Technician* | \$67.00 |
| Contract Administrator | \$107.00 |
| Administrative Support* | \$74.00 |

EXPENSES

1. Automobile transportation expense for employee travel directly related to the project shall be invoiced at the prevailing Federal rate per vehicle mile.
2. Outside reimbursable expenses and services, which are rendered to Tighe & Bond by other than direct employees, and any permitting fees paid by Tighe & Bond on behalf of the Client, shall be invoiced at Tighe & Bond's direct cost plus ten percent administrative fee.
3. Reimbursable expenses such as in-house field supplies and equipment rental, tolls and parking, overnight mailings and bulk notification mailings, and in-house printing shall be invoiced at cost or unit costs as applicable.
4. Costs for items such as regular mailings of project documents, telephone or fax communications, computer usage charges, and miscellaneous in-house printing are included in the hourly rates shown above.

PROVISIONS

1. Rates are effective until January 1, 2013 at which time rates will be increased based on annual salary review.
- * For non-salaried personnel (noted above by an "**"), time worked in excess of eight hours in any day or forty hours per calendar week shall be invoiced at 150 percent of the above rate.

"CLIENT" is defined in the acceptance line of the accompanying proposal letter or the name the proposal is issued to; Tighe & Bond, Inc. is hereby referenced as "ENGINEER".

1. SCHEDULE OF PAYMENTS

1.1 Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Monthly payments to ENGINEER shall be made on the basis of invoices submitted by ENGINEER and approved by CLIENT. If requested by CLIENT, monthly invoices may be supplemented with such supporting data as reasonably requested to substantiate them.

1.2 In the event of a disagreement as to billing, the CLIENT shall pay the agreed portion.

1.3 Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event counsel is retained to obtain payment of an outstanding balance, CLIENT will reimburse ENGINEER for all reasonable attorneys' fees and court costs.

1.4 If CLIENT fails to make payment in full within 30 days of the date due for any undisputed billing, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services and retain work product until paid in full, including interest. In the event of suspension of services, ENGINEER will have no liability to CLIENT for delays or damages caused by such suspension.

2. SUCCESSORS AND ASSIGNS

2.1 CLIENT and ENGINEER each binds itself, its partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. ENGINEER shall not assign, sublet or transfer its interest in this Agreement without the written consent of CLIENT, which consent shall not be unreasonably withheld.

2.2 This Agreement represents the entire and integrated Agreement between CLIENT and ENGINEER and supersedes all prior negotiations, representations or Agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and ENGINEER.

2.3 Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against CLIENT or against ENGINEER.

3. STANDARD OF CARE

3.1 In performing professional services, ENGINEER will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality.

4. TERMINATION

4.1 This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In addition, CLIENT may terminate this Agreement for its convenience at any time by giving written notice to ENGINEER. In the event of any termination, CLIENT will pay ENGINEER for all services rendered and reimbursable expenses incurred under the

Agreement to the date of termination and all services and expenses related to the orderly termination of this Agreement.

5. RECORD RETENTION

5.1 ENGINEER will retain pertinent records relating to the services performed for the time required by law, during which period the records will be made available upon reasonable request and upon reimbursement for any applicable retrieval/copying charges.

5.2 Samples - All soil, rock and water samples will be discarded 30 days after submission of ENGINEER's report, unless mutually agreed otherwise or unless ENGINEER's customary practice is to retain for a longer period of time for the specific type of services which ENGINEER has agreed to perform. Upon request and mutual agreement regarding applicable charges, ENGINEER will ship, deliver and/or store samples for CLIENT.

6. OWNERSHIP OF DOCUMENTS

6.1 All reports, drawings, specifications, computer files, field data, notes, and other documents, whether in paper or electronic format or otherwise ("documents"), are instruments of service and shall remain the property of ENGINEER, which shall retain all common law, statutory and other reserved rights including, without limitation, the copyright thereto. CLIENT's payment to ENGINEER of the compensation set forth in the Agreement shall be a condition precedent to the CLIENT's right to use documents prepared by ENGINEER.

6.2 Documents provided by ENGINEER are not intended or represented to be suitable for reuse by CLIENT or others on any extension or modification of this project or for any other projects or sites. Documents provided by ENGINEER on this project shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party, other than regulatory agencies, without the prior written consent of ENGINEER. Reuse of documents by CLIENT or others on extensions or modifications of this project or on other sites or use by others on this project, without ENGINEER's written permission and mutual agreement as to scope of use and as to compensation, if applicable, shall be at the user's sole risk, without liability on ENGINEER's part, and CLIENT agrees to indemnify and hold ENGINEER harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized use or reuse.

6.3 Electronic Documents - ENGINEER cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format. If ENGINEER provides documents in electronic format for CLIENT's convenience, CLIENT agrees to waive any and all claims against ENGINEER resulting in any way from the unauthorized use, alteration, misuse or reuse of the electronic documents, and to defend, indemnify, and hold ENGINEER harmless from any claims, losses, damages, or costs, including attorneys fees, arising out of the unauthorized use, alteration, misuse or reuse of any electronic documents provided to CLIENT.

6.4 Electronic Data Bases - In the event that ENGINEER prepares electronic data bases, geographical information system (GIS) deliverables, or similar electronic documents, it is acknowledged by CLIENT and ENGINEER that such project deliverables will be used and perhaps modified by CLIENT and that ENGINEER's obligations are limited to the deliverables and not to any subsequent modifications thereof. Once CLIENT accepts the delivery of maps, databases, or similar documents developed by ENGINEER, ownership is passed to CLIENT. ENGINEER will retain the right to use the developed data and will archive the data for a period of three years from the date of project completion.

7. INSURANCE

7.1 ENGINEER will retain Worker's Compensation Insurance, Professional Liability Insurance with respect to liabilities arising from negligent errors and omissions, Commercial General Liability Insurance, Excess Liability, and Automobile Liability during this project. ENGINEER will furnish certificates at CLIENT's request.

7.2 Risk Allocation - For any claim, loss, damage, or liability resulting from error, omission, or other professional negligence in the performance of services, the liability of ENGINEER to all claimants with respect to this project will be limited to an aggregate sum not to exceed \$50,000 or ENGINEER's compensation for consulting services, whichever is greater.

7.3 Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of certain damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that may be incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both CLIENT and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

8. INDEMNIFICATION AND DISPUTE RESOLUTION

8.1 ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any damage, liability or cost to the extent caused by ENGINEER's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom ENGINEER is legally liable. ENGINEER is not obligated to indemnify CLIENT in any manner whatsoever for CLIENT's own negligence.

8.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER harmless from any damage, liability or cost to the extent caused by CLIENT's negligent acts, errors or omissions in the performance of this Agreement or anyone for whom CLIENT is legally liable. CLIENT is not obligated to indemnify ENGINEER in any manner whatsoever for ENGINEER's own negligence.

8.3 CLIENT agrees that any and all limitations of ENGINEER's liability, waivers of damages by CLIENT to ENGINEER shall include and extend to those individuals and entities ENGINEER retains for performance of the services under this Agreement, including but not limited to ENGINEER's officers, partners, and employees and their heirs and assigns, as well as ENGINEER's subconsultants and their officers, employees, and heirs and assigns.

8.4 In the event of a disagreement arising out of or relating to this Agreement or the services provided hereunder, CLIENT and ENGINEER agree to attempt to resolve any such disagreement through direct negotiations between senior, authorized representatives of each party. If any disagreement is not resolved by such direct negotiations, CLIENT and ENGINEER further agree to consider using mutually acceptable non-binding mediation service in order to resolve any disagreement without litigation.

9. SITE ACCESS

9.1 Right of Entry - Unless otherwise agreed, CLIENT will furnish right-of-entry on the land for ENGINEER to make any surveys, borings, explorations, tests or similar field investigations. ENGINEER will take reasonable precautions to limit damage to the land from use of equipment, but the cost for restoration of any damage that may result from such field investigations is not included in the agreed compensation for ENGINEER. If restoration of the land is required to its former condition, upon mutual agreement this may be accomplished as a reimbursable additional service at cost plus ten percent.

9.2 Damage to Underground Structures - Reasonable care will be exercised in locating underground structures in the vicinity of proposed subsurface explorations. This may include contact with the local agency coordinating subsurface utility information and/or a review of plans provided by CLIENT or CLIENT representatives for the site to be investigated. ENGINEER shall be entitled to rely upon any information or plans prepared or made available by others. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of damage and costs associated with repair and restoration of damage resulting from the exploration work.

10. OIL AND HAZARDOUS MATERIALS

10.1 If, at any time, evidence of the existence or possible existence of asbestos, oil, or other hazardous materials or substances is discovered, ENGINEER reserves the right to renegotiate the terms and conditions of this Agreement, the fees for ENGINEER's services and ENGINEER's continued involvement in the project. ENGINEER will notify CLIENT as soon as practical if evidence of the existence or possible existence of such hazardous materials or substances is discovered.

10.2 The discovery of the existence or possible existence of hazardous materials or substances may make it necessary for ENGINEER to take accelerated action to protect human health and safety, and/or the environment. CLIENT agrees to compensate ENGINEER for the cost of any and all measures that in its professional opinion are appropriate to preserve and/or protect the health and safety of the public, the environment, and/or ENGINEER's personnel. To the full extent permitted by law, CLIENT waives any claims against ENGINEER and agrees to indemnify, defend and hold harmless ENGINEER from any and all claims, losses, damages, liability, and costs, including but not limited to cost of defense, arising out of or in any way connected with the existence or possible existence of such hazardous materials substances at the site.

11. SUBSURFACE INVESTIGATIONS

11.1 In soils, groundwater, and other subsurface investigations, conditions may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the variability of conditions and the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that may affect overall project costs and/or execution. These variable conditions and related impacts on cost and project execution are not the responsibility of ENGINEER.

12. FEDERAL AND STATE REGULATORY AGENCY AUDITS

12.1 For certain services rendered by ENGINEER, documents filed with federal and state regulatory agencies may be audited after the date of filing. In the event that CLIENT's project is selected for an audit, CLIENT agrees to compensate

ENGINEER for time spent preparing for and complying with an agency request for information or interviews in conjunction with such audit. CLIENT will be notified at the time of any such request by an agency, and ENGINEER will invoice CLIENT based on its standard billing rates in effect at the time of the audit.

13. CLIENT'S RESPONSIBILITIES

13.1 Unless otherwise stated in the Agreement, CLIENT will obtain, arrange, and pay for all notices, permits, and licenses required by local, state, or federal authorities; and CLIENT will make available the land, easements, rights-of-way, and access necessary for ENGINEER's services or project implementation.

13.2 CLIENT will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents and communicate promptly to ENGINEER in the event of disagreement regarding the contents of any of the foregoing. CLIENT, at its own cost, will obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

14. OPINIONS OF COST, FINANCIAL ANALYSES, ECONOMIC FEASIBILITY PROJECTIONS, AND SCHEDULES

14.1 ENGINEER has no control over cost or price of labor and materials required to implement CLIENT's project, unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, ENGINEER makes no warranty, expressed or implied, that CLIENT's actual project costs, financial aspects, economic feasibility, or schedules will not vary from any opinions, analyses, projections, or estimates which may be provided by ENGINEER. If CLIENT wishes additional information as to any element of project cost, feasibility, or schedule, CLIENT at its own cost will employ an independent cost estimator, contractor, or other appropriate advisor.

15. CONSTRUCTION PHASE PROVISIONS

15.1 CLIENT and Contractor - The presence of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, does not make ENGINEER or ENGINEER's personnel in any way responsible for the obligations, duties, and responsibilities of the CLIENT and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and for providing and/or enforcing all health and safety precautions required for such construction work.

15.2 Contractor Control - ENGINEER and ENGINEER's personnel have no authority or obligation to monitor, to inspect, to supervise, or to exercise any control over any construction contractor or other entity or their employees in connection with their work or the health and safety precautions for the construction work and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s)

or other entity or any other persons at the site except ENGINEER's own personnel.

15.3 On-site Responsibility - The presence of ENGINEER's personnel at a construction site is for the purpose of providing to CLIENT an increased degree of confidence that the completed construction work will conform generally to the construction documents and that the design concept as reflected in the construction documents generally has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

15.4 Payment Recommendations - Recommendations by ENGINEER to CLIENT for periodic construction progress payments to the construction contractor(s) are based on ENGINEER's knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

15.5 Record Drawings - Record drawings, if required as part of ENGINEER's agreed scope of work, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.



29-0196-0-0350
January 16, 2013

Mr. Frank Smeriglio
Town Engineer
Town of Trumbull
5866 Main Street
Trumbull, CT 06611

Re: **Sanitary Sewer As-Built Drafting**

Dear Mr. Smeriglio:

Tighe & Bond is pleased to submit our proposal to provide engineering services for the AutoCAD drafting of existing sanitary sewer as-builts. We anticipate the following scope of services will be required.

Project Understanding

The Town of Trumbull has received 108 sheets of hand drawn as-built drawings for the Jog Hill sanitary sewer project from the sewer contractor and anticipates receiving a total of 122 sheets of hand drawn as-built drawings for the North Nichols sanitary sewer project. Of these, the Town has already drafted 40 sheets in AutoCAD format. Tighe & Bond will provide drafting in AutoCAD format for the remaining 190 sheets not yet drafted by the Town.

We have assumed that the Town of Trumbull will provide all of the design drawings in AutoCAD format for our use. We also have assumed that the Town of Trumbull will provide copies of all hand drawn as-built drawings and file research will not be required. We have also assumed that tie cards will be provided by the Town of Trumbull for all residences prior to the start of drafting.

Scope of Services

1. Draft hand drawn as-built information into AutoCAD 2010 format. Information to be drafted into AutoCAD will include: as-built manhole locations with field ties, manhole frame and invert elevations, sanitary pipe lengths, sanitary pipe slopes, wye and chimney locations on the sewer mainline, chimney heights where applicable, approximate lateral locations at the property line, approximate rock profile and information on any drainage replaced as part of the sewer construction. As-built information will be shown in plan (horizontal information) and profile (vertical information).
2. Provide one (1) copy of electronic files to the Town of Trumbull in AutoCAD 2010 format. Provide one (1) printed copy of drafted as-builts to the Town of Trumbull.



1000 Bridgeport Ave, Suite 320 • Shelton, CT 06484 • Tel 203.712.1100 • Fax 203.925.8942



Assumptions and Exclusions

Assumptions, Exclusions and Additional Services (not covered in the fee but may be included at a later date).

1. It is assumed that electronic copies of all design plans will be provided to Tighe & Bond by the Town of Trumbull in AutoCAD format.
2. It is assumed that the Town of Trumbull will provide hard copies of all as-builts and tie cards for our use. No file research is included.
3. Only drainage information replaced as part of the sanitary sewer project (and indicated on the as-built plans) will be drafted into AutoCAD.
4. This proposal includes drafting a maximum of 68 sheets for the Jog Hill project area and 122 sheets for the North Nichols project area.

Tighe & Bond will perform these services for a not to exceed fee of \$26,000. These services will be invoiced in accordance with RFP #5936. Services performed by subcontractors, materials purchased directly for this project, and permitting fees will be invoiced at cost plus ten percent. In the event that the scope of work is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement.

Authorization

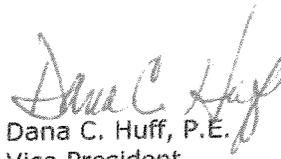
Please indicate your acceptance by signing on the line below.

Sincerely,

TIGHE & BOND, INC.



Jonathan A. Richer, P.E.
Project Manager



Dana C. Huff, P.E.
Vice President

Acceptance:

On behalf of Town of Trumbull the scope, fee, and terms of this proposal are hereby accepted.

Authorized Representative

Date

Enclosures: Terms and Conditions
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APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE ONE OF

PAGES

TO (OWNER): TOWN OF TRUMBULL WPCA
5866 MAIN STREET
TRUMBULL, CT 06611

PROJECT: PHASE IV, PART B
CONTRACT NO. 4
SANITARY SEWER PROJECT
TRUMBULL, CT

APPLICATION NO: 41

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

PERIOD TO: 1/14/13

FROM (CONTRACTOR):
MARK IV CONSTRUCTION COMPANY, INC.
1137 SEAVIEW AVENUE
BRIDGEPORT, CT 06607

ARCHITECT'S

PROJECT NO:

CONTRACT FOR: TOWN OF TRUMBULL WPCA

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

| CHANGE ORDER SUMMARY | | ADDITIONS | DEDUCTIONS |
|--|---------------|--------------|------------|
| Change Orders approved in previous months by Owner | | | |
| TOTAL | | 1,393,685.67 | |
| Approved this Month | | | |
| Number | Date Approved | | |
| 91-97 | | 42,619.11 | |
| TOTALS | | 42,619.11 | |
| Net change by Change Orders | | 1,436,304.78 | |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 1/15/13

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- ORIGINAL CONTRACT SUM \$ 24,902,073.29
- Net change by Change Orders \$ 1,436,304.78
- CONTRACT SUM TO DATE (Line 1 + 2) \$ 26,338,378.07
- TOTAL COMPLETED & STORED TO DATE \$ 23,235,603.18
(Column G on G703)
- RETAINAGE:
 - % of Completed Work \$ 1,161,780.16
(Column D + E on G703)
 - % of Stored Material \$ _____
(Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 1,161,780.16
- TOTAL EARNED LESS RETAINAGE \$ 22,073,823.02
(Line 4 less Line 5 Total)
- LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 21,778,189.78
- CURRENT PAYMENT DUE \$ 295,633.24
- BALANCE TO FINISH, PLUS RETAINAGE \$ 4,264,555.05
(Line 3 less Line 6)

State of: Connecticut County of: Fairfield
Subscribed and sworn to before me this 15th day of January, 2013
Notary Public: Dale E. Tyszkiewicz Dale E. Tyszkiewicz
My Commission expires: NOTARY PUBLIC

AMOUNT CERTIFIED My Commission Expires 06/30/2015
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT: Engineer Tighe & Bero

By: Alfred Mansi Date: 1-16-13

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

SHEET 2 OF 14
 DATE: 1/15/13
 PERIOD: 12/4/12-1/14/13
 ESTIMATE NO. 41

PROJECT: PHASE IV, PART B SANITARY SEWERS
 CONTRACT NO. 4
 LOCATION: TRUMBULL, CT
 NORTH NICHOLS PROJECT

| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | CONTRACT AMOUNT | WORK DONE THIS PERIOD | | TOTAL WORK COMPLETED TO DATE | | |
|----------|--|------|--------------------|---------------|-----------------|-----------------------|-------------|------------------------------|-----------------|------------|
| | | | | | | ACTUAL QUANTITY | AMOUNT | ACTUAL QUANTITY | AMOUNT | PERCENTAGE |
| 1 | MAINTENANCE & PROTECTION OF TRAFFIC | LS | 1 | \$ 900,000.00 | \$ 900,000.00 | | | | \$ 900,000.00 | 100% |
| 2 | TRAFFIC MEN | EST. | 1 | \$ 500,000.00 | \$ 500,000.00 | | | | \$ 996,123.22 | 199% |
| 3 | CLEARING & GRUBBING | LS | 1 | \$ 300,000.00 | \$ 300,000.00 | | | | \$ 300,000.00 | 100% |
| 4 | WATER POLLUTION CONTROL (SOIL EROSION) | LS | 1 | \$ 150,000.00 | \$ 150,000.00 | | | | \$ 150,000.00 | 100% |
| 5 | TEMPORARY SEDIMENT CONTROL MEASURES | LS | 1 | \$ 150,000.00 | \$ 150,000.00 | | | | \$ 150,000.00 | 100% |
| 6 | 2" PVC FORCE MAIN | LF | 480 | \$ 40.00 | \$ 19,200.00 | | | 507 | \$ 20,280.00 | 106% |
| 7 | 4" PVC FORCE MAIN | LF | 560 | \$ 50.00 | \$ 28,000.00 | | | 626 | \$ 31,300.00 | 112% |
| 8 | 6" PVC SANITARY LATERALS | LF | 24,360 | \$ 60.00 | \$ 1,461,600.00 | 166 | \$ 9,960.00 | 22930 | \$ 1,375,800.00 | 94% |
| 9 | 8" PVC SAN. SEWER 0'-10' | LF | 26,900 | \$ 71.50 | \$ 1,923,350.00 | 55 | \$ 3,932.50 | 36388 | \$ 2,601,742.00 | 135% |
| 10 | 8" DIP SAN. SEWER 0'-10' | LF | 580 | \$ 85.00 | \$ 49,300.00 | | | 2179 | \$ 185,215.00 | 376% |
| 11 | 8" PVC SAN. SEWER 10'-15' | LF | 31,917 | \$ 71.50 | \$ 2,282,065.50 | | | 24827 | \$ 1,775,130.50 | 78% |
| 12 | 8" DIP SAN. SEWER 10'-15' | LF | 1,070 | \$ 86.00 | \$ 92,020.00 | | | 592 | \$ 50,912.00 | 55% |
| 13 | 8" PVC SAN. SEWER 15'-20' | LF | 8,924 | \$ 125.00 | \$ 1,115,500.00 | | | 6173 | \$ 771,625.00 | 69% |
| 14 | 8" PVC SAN. SEWER 20'-25' | LF | 1,875 | \$ 250.00 | \$ 468,750.00 | | | 1319 | \$ 329,750.00 | 70% |
| 15 | 8" PVC SAN. SEWER 25'-30' | LF | 125 | \$ 250.00 | \$ 31,250.00 | | | 56 | \$ 14,000.00 | 45% |
| 16 | 10" PVC SAN. SEWERS 0'-10' | LF | 1,095 | \$ 181.00 | \$ 198,195.00 | | | 1540 | \$ 278,740.00 | 141% |
| 17 | 10" PVC SAN. SEWER 10'-15' | LF | 2,300 | \$ 181.00 | \$ 416,300.00 | | | 2537 | \$ 459,197.00 | 110% |

PROJECT: PHASE IV, PART B SANITARY SEWERS
 CONTRACT NO. 4
 LOCATION: TRUMBULL, CT
 NORTH NICHOLS PROJECT

SHEET 3 OF 14
 DATE: 1/15/13
 PERIOD: 12/4/12-1/14/13
 ESTIMATE NO. 41

| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | CONTRACT AMOUNT | WORK DONE THIS PERIOD | | TOTAL WORK COMPLETED TO DATE | | |
|----------|----------------------------|------|--------------------|-------------|-----------------|-----------------------|--------------|------------------------------|---------------|------------|
| | | | | | | ACTUAL QUANTITY | AMOUNT | ACTUAL QUANTITY | AMOUNT | PERCENTAGE |
| 18 | 10" DIP SAN. SEWER 10'-15' | LF | 200 | \$ 181.00 | \$ 36,200.00 | 381 | \$ 68,961.00 | 841 | \$ 152,221.00 | 421% |
| 19 | 10" PVC SAN. SEWER 15'-20' | LF | 2,135 | \$ 181.00 | \$ 386,435.00 | 250 | \$ 45,250.00 | 3164 | \$ 572,684.00 | 148% |
| 20 | 10" DIP SAN. SEWER 15'-20' | LF | 830 | \$ 181.00 | \$ 150,230.00 | 179 | \$ 32,399.00 | 1179 | \$ 213,399.00 | 142% |
| 21 | 10" PVC SAN. SEWER 20'-25' | LF | 2,755 | \$ 181.00 | \$ 498,655.00 | 82 | \$ 14,842.00 | 1357 | \$ 245,617.00 | 49% |
| 22 | 10" DIP SAN. SEWER 20'-25' | LF | 445 | \$ 181.00 | \$ 80,545.00 | | | 132 | \$ 23,892.00 | 30% |
| 23 | 10" PVC SAN. SEWER 25'-30' | LF | 1,075 | \$ 181.00 | \$ 194,575.00 | | | 497 | \$ 89,957.00 | 46% |
| 24 | 12" PVC SAN. SEWER 0'-10' | LF | 628 | \$ 80.00 | \$ 50,240.00 | | | 831 | \$ 66,480.00 | 132% |
| 25 | 12" DIP SAN. SEWERS 0'-10' | LF | 30 | \$ 100.00 | \$ 3,000.00 | | | 209 | \$ 20,900.00 | 697% |
| 26 | 12" PVC SAN. SEWER 10'-15' | LF | 1,754 | \$ 140.00 | \$ 245,560.00 | | | 1519 | \$ 212,660.00 | 87% |
| 27 | 12" DIP SAN. SEWER 10'-15' | LF | 76 | \$ 110.00 | \$ 8,360.00 | | | 164 | \$ 18,040.00 | 216% |
| 28 | 12" PVC SAN. SEWER 15'-20' | LF | 881 | \$ 150.00 | \$ 132,150.00 | | | 655 | \$ 98,250.00 | 74% |
| 29 | 12" DIP SAN. SEWER 15'-20' | LF | 40 | \$ 225.00 | \$ 9,000.00 | | | 88 | \$ 19,800.00 | 220% |
| 30 | 8" PVC TRENCH DRAIN | LF | 35,650 | \$ 25.00 | \$ 891,250.00 | | | 9965 | \$ 249,125.00 | 28% |
| 31 | TRENCH DAM | EA | 20 | \$ 0.01 | \$ 0.20 | | | | | 0% |
| 32 | 48" SAN. MANHOLE 0'-10' | EA | 174 | \$ 2,400.00 | \$ 417,600.00 | | | 219 | \$ 525,600.00 | 126% |
| 33 | 48" SAN. MANHOLE 10'-15' | EA | 154 | \$ 2,400.00 | \$ 369,600.00 | 3 | \$ 7,200.00 | 131 | \$ 314,400.00 | 85% |
| 34 | 48" SAN. MANHOLE 15'-20' | EA | 55 | \$ 4,500.00 | \$ 247,500.00 | 1 | \$ 4,500.00 | 47 | \$ 211,500.00 | 85% |

PROJECT: PHASE IV, PART B SANITARY SEWERS
 CONTRACT NO. 4
 LOCATION: TRUMBULL, CT
NORTH NICHOLS PROJECT

SHEET 4 OF 14
 DATE: 1/15/13
 PERIOD: 12/4/12-1/14/13
 ESTIMATE NO. 41

| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | CONTRACT AMOUNT | WORK DONE THIS PERIOD | | TOTAL WORK COMPLETED TO DATE | | |
|----------|--|------|--------------------|-------------|-----------------|-----------------------|--------|------------------------------|---------------|------------|
| | | | | | | ACTUAL QUANTITY | AMOUNT | ACTUAL QUANTITY | AMOUNT | PERCENTAGE |
| 35 | 48" SAN. MANHOLE 20'-25' | EA | 13 | \$ 5,500.00 | \$ 71,500.00 | | | 6 | \$ 33,000.00 | 46% |
| 36 | 48" SAN. MANHOLE 25'-30' | EA | 3 | \$ 7,000.00 | \$ 21,000.00 | | | 2 | \$ 14,000.00 | 67% |
| 37 | 48" SAN. DROP MANHOLE 10'-15' | EA | 26 | \$ 3,600.00 | \$ 93,600.00 | | | 28 | \$ 100,800.00 | 108% |
| 38 | 48" SAN. DROP MANHOLE 15'-20' | EA | 11 | \$ 5,000.00 | \$ 55,000.00 | | | 12 | \$ 60,000.00 | 109% |
| 39 | 48" SAN. DROP MANHOLE 20'-25' | EA | 4 | \$ 6,500.00 | \$ 26,000.00 | | | 3 | \$ 19,500.00 | 75% |
| 40 | 48" SAN. DROP MANHOLE 25'-30' | EA | 4 | \$ 8,000.00 | \$ 32,000.00 | | | 3 | \$ 24,000.00 | 75% |
| 41 | 48" SAN. MANHOLE W/EXTENDED BASE 0'-10' | EA | 7 | \$ 2,000.00 | \$ 14,000.00 | | | | | 0% |
| 42 | 48" SAN. MANHOLE W/EXTENDED BASE 10'-15' | EA | 6 | \$ 2,800.00 | \$ 16,800.00 | | | | | 0% |
| 43 | 48" SAN. MANHOLE W/EXTENDED BASE 15'-20' | EA | 8 | \$ 4,500.00 | \$ 36,000.00 | | | | | 0% |
| 44 | 48" SAN. MANHOLE W/EXTENDED BASE 20'-25' | EA | 7 | \$ 5,500.00 | \$ 38,500.00 | | | 2 | \$ 11,000.00 | 29% |
| 45 | 48" SAN. MANHOLE W/EXTENDED BASE 25'-30' | EA | 1 | \$ 7,000.00 | \$ 7,000.00 | | | 1 | \$ 7,000.00 | 100% |
| 46 | 48" SAN. DROP MANHOLE W/EXTENDED BASE 10'-15' | EA | 2 | \$ 3,600.00 | \$ 7,200.00 | | | 1 | \$ 3,600.00 | 50% |
| 47 | 48" SAN. DROP MANHOLE W/EXTENDED BASE 20'-25' | EA | 2 | \$ 6,500.00 | \$ 13,000.00 | | | 1 | \$ 6,500.00 | 50% |
| 48 | 48" SAN. DOGHOUSE MANHOLE 0'-10' | EA | 1 | \$ 0.01 | \$ 0.01 | | | 1 | \$ 0.01 | 100% |
| 49 | 48" SAN. DOGHOUSE MANHOLE 20'-25' | EA | 1 | \$ 0.01 | \$ 0.01 | | | | | 0% |
| 50 | 60" SAN. DROP MANHOLE 10'-15' | EA | 3 | \$ 4,000.00 | \$ 12,000.00 | | | | | 0% |
| 51 | 60" SAN. DROP MANHOLE 15'-20' | EA | 3 | \$ 6,500.00 | \$ 19,500.00 | | | 4 | \$ 26,000.00 | 133% |

PROJECT: PHASE IV, PART B SANITARY SEWERS
 CONTRACT NO. 4
 LOCATION: TRUMBULL, CT
NORTH NICHOLS PROJECT

SHEET 41
 DATE: 1/15/13
 PERIOD: 12/4/12-1/14/13
 ESTIMATE NO.

5 OF 14
 1/15/13
 12/4/12-1/14/13
 41

| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | CONTRACT AMOUNT | WORK DONE THIS PERIOD | | TOTAL WORK COMPLETED TO DATE | | |
|----------|--|------|--------------------|-------------|-----------------|-----------------------|--------------|------------------------------|-----------------|------------|
| | | | | | | ACTUAL QUANTITY | AMOUNT | ACTUAL QUANTITY | AMOUNT | PERCENTAGE |
| 52 | 60" SAN. DROP MANHOLE 20'-25' | EA | 1 | \$ 8,000.00 | \$ 8,000.00 | | | 2 | \$ 16,000.00 | 200% |
| 53 | 60" SAN. DROP MANHOLE 25'-30' | EA | 1 | \$ 9,000.00 | \$ 9,000.00 | | | | | 0% |
| 54 | 60" SAN. MANHOLE W/EXTENDED BASE 20'-25' | EA | 1 | \$ 8,000.00 | \$ 8,000.00 | | | | | 0% |
| 55 | 6" CONCRETE CHIMNEYS | VF | 1,900 | \$ 250.00 | \$ 475,000.00 | 25 | \$ 6,250.00 | 2106.5 | \$ 526,625.00 | 111% |
| 56 | CONCRETE ENCASEMENT | CY | 100 | \$ 300.00 | \$ 30,000.00 | 18 | \$ 5,400.00 | 361.5 | \$ 108,450.00 | 362% |
| 57 | CATCH BASIN 0'-10' | EA | 130 | \$ 0.01 | \$ 1.30 | | | 141 | \$ 1.41 | 108% |
| 58 | CATCH BASIN 10'-15' | EA | 13 | \$ 0.01 | \$ 0.13 | | | | | 0% |
| 59 | CATCH BASIN OUTLET HOOD | EA | 22 | \$ 0.01 | \$ 0.22 | | | | | 0% |
| 60 | 12' CPP STORM DRAINAGE 0'-10' | LF | 11,875 | \$ 0.01 | \$ 118.75 | 27 | \$ 0.27 | 839 | \$ 8.39 | 7% |
| 61 | 15" CPP STORM DRAINAGE 10'-15' | LF | 26,000 | \$ 0.01 | \$ 260.00 | | | 576 | \$ 5.76 | 2% |
| 62 | 18" CPP STORM DRAINAGE 0'-10' | LF | 7,765 | \$ 0.01 | \$ 77.65 | | | 41 | \$ 0.41 | 1% |
| 63 | 24" CPP STORM DRAINAGE 0'-10' | LF | 300 | \$ 0.01 | \$ 3.00 | | | | | 0% |
| 64 | TEST PITS | EA | 14 | \$ 500.00 | \$ 7,000.00 | | | 27 | \$ 13,500.00 | 193% |
| 65 | STREAM, RIVER & CULVERT CROSSING | LF | 350 | \$ 200.00 | \$ 70,000.00 | 40 | \$ 8,000.00 | 624.75 | \$ 124,950.00 | 179% |
| 66 | CORE DRILLING EXISTING SANITARY MANHOLES | EA | 13 | \$ 1,200.00 | \$ 15,600.00 | | | 23 | \$ 27,600.00 | 177% |
| 67 | TRENCH EXCAVATION-EARTH | CY | 38,000 | \$ 0.01 | \$ 380.00 | | | | | 0% |
| 68 | TRENCH EXCAVATION-ROCK | CY | 38,000 | \$ 100.00 | \$ 3,800,000.00 | 404.00 | \$ 40,400.00 | 44657.84 | \$ 4,465,784.00 | 118% |

PROJECT: PHASE IV, PART B SANITARY SEWERS
 CONTRACT NO. 4
 LOCATION: TRUMBULL, CT
 NORTH NICHOLS PROJECT

SHEET 6 OF 14
 DATE: 1/15/13
 PERIOD: 12/4/12-1/14/13
 ESTIMATE NO. 41

| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | CONTRACT AMOUNT | WORK DONE THIS PERIOD | | TOTAL WORK COMPLETED TO DATE | | |
|----------|--------------------------------|------|--------------------|---------------|-----------------|-----------------------|--------------|------------------------------|-----------------|------------|
| | | | | | | ACTUAL QUANTITY | AMOUNT | ACTUAL QUANTITY | AMOUNT | PERCENTAGE |
| 69 | BORROW | CY | 15,150 | \$ 0.01 | \$ 151.50 | | | 15150 | \$ 151.50 | 100% |
| 70 | GRAVEL FILL | CY | 20,000 | \$ 0.01 | \$ 200.00 | | | 202 | \$ 2.02 | 1% |
| 71 | TEMP. BITUMINOUS REPAIR | SY | 52,800 | \$ 24.00 | \$ 1,267,200.00 | 610.0 | \$ 14,640.00 | 66760.3 | \$ 1,602,247.20 | 126% |
| 72 | PERM. PAVEMENT REPAIR | SY | 324,233 | \$ 10.00 | \$ 3,242,330.00 | | | 135 | \$ 1,350.00 | 0% |
| 73 | MILLING | SY | 302,600 | \$ 2.00 | \$ 605,200.00 | | | | | 0% |
| 74 | FRAME ADJUSTMENT | EA | 50 | \$ 400.00 | \$ 20,000.00 | | | 1 | \$ 400.00 | 2% |
| 75 | BITUMINOUS CURB | LF | 23,500 | \$ 6.50 | \$ 152,750.00 | 404 | \$ 2,626.00 | 13656 | \$ 88,764.00 | 58% |
| 76 | RESTORATION | LS | 1 | \$ 350,000.00 | \$ 350,000.00 | | | | \$ 347,250.00 | 99% |
| 77 | PROJECT SIGN | EA | 2 | \$ 0.01 | \$ 0.02 | | | 2 | \$ 0.02 | 100% |
| 78 | TELEVISION PIPELINE INSPECTION | LF | 85,635 | \$ 2.00 | \$ 171,270.00 | 514 | \$ 1,028.00 | 87362.4 | \$ 174,724.80 | 102% |
| | PUMP STATION - COMPLETE | LS | 1 | \$ 400,000.00 | \$ 400,000.00 | | | | \$ 400,000.00 | 100% |
| S1 | COMPACTION TESTS | EA | | \$ 55.00 | | 10 | \$ 550.00 | 1632 | \$ 89,760.00 | |
| SUM | CHANGE ORDERS (PG. 14) | | | | \$ 1,436,304.78 | | \$ 42,619.11 | | \$ 1,436,023.94 | 100% |

PROJECT: PHASE IV, PART B SANITARY SEWERS
 CONTRACT NO. 4
 LOCATION: TRUMBULL, CT
NORTH NICHOLS PROJECT

SHEET 8 OF 14
 DATE: 1/15/13
 PERIOD: 12/4/12-1/14/13
 ESTIMATE NO. 41

| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | CONTRACT AMOUNT | WORK DONE THIS PERIOD | | TOTAL WORK COMPLETED TO DATE | |
|----------|--|------|--------------------|-------------|-----------------|-----------------------|--------|------------------------------|--------|
| | | | | | | ACTUAL QUANTITY | AMOUNT | ACTUAL QUANTITY | AMOUNT |
| | CHANGE ORDERS | | | | | | | | |
| 1 | ELIMINATE M.H. SJ-4 & SJ-5 ADD NO. 38 DROP M.H. | LS | 1 | \$ 500.00 | \$ 500.00 | | | \$ 500.00 | 100% |
| 2 | REMOVED/REPLACEMENT OF 6" STORM PIPE ON LONG VIEW RD. | LF | 26 | \$ 60.00 | \$ 1,560.00 | | | \$ 1,560.00 | 100% |
| 3 | SAW CUT 9" OF CONCRETE PAVEMENT ON SHELTON RD | LF | 3,560 | \$ 6.00 | \$ 21,360.00 | | | \$ 21,360.00 | 100% |
| 3 | REMOVE & DISPOSE OF CONCRETE ON SHELTON RD | CY | 317 | \$ 100.00 | \$ 31,700.00 | | | \$ 31,700.00 | 100% |
| 4 | INSTALL 15" CPP STA. 6+57 TO 7+15 TWIN CIRCLE DRIVE | LF | 58 | \$ 65.00 | \$ 3,770.00 | | | \$ 3,770.00 | 100% |
| 5 | SAW CUT 9" OF CONCRETE PAVEMENT ON SHELTON RD | LF | 2,290 | \$ 6.00 | \$ 13,740.00 | | | \$ 13,740.00 | 100% |
| 5 | REMOVE & DISPOSE OF CONCRETE ON SHELTON RD | CY | 201 | \$ 100.00 | \$ 20,100.00 | | | \$ 20,100.00 | 100% |
| 6 | INSTALL DRAINAGE PIPE | LS | | | \$ 1,180.00 | | | \$ 1,180.00 | 100% |
| 7 | CONSTRUCT INSIDE DROP | LS | | | \$ 3,010.00 | | | \$ 3,010.00 | 100% |
| 8 | INSTALL STORM PIPE SAW CUT 9" OF CONCRETE | LS | | | \$ 520.00 | | | \$ 520.00 | 100% |
| 9 | PAVEMENT ON SHELTON RD REMOVE & DISPOSE OF | LF | 391 | \$ 6.00 | \$ 2,346.00 | | | \$ 2,346.00 | 100% |
| 9 | CONCRETE ON SHELTON RD | CY | 34 | \$ 100.00 | \$ 3,400.00 | | | \$ 3,400.00 | 100% |
| 10 | TEMPORARY LINE STRIPPING WHITE PLAINS RD SCHOOL | LS | 1 | \$ 1,610.00 | \$ 1,610.00 | | | \$ 1,610.00 | 100% |
| 11 | SIGN ELECTRICAL REPAIR | LS | 1 | \$ 339.25 | \$ 339.25 | | | \$ 339.25 | 100% |
| 12 | LATERAL RELOCATION #14 KENWOOD LANE | LS | 1 | \$ 405.58 | \$ 405.58 | | | \$ 405.58 | 100% |
| 13 | FURNISH/INSTAL ADDITIONAL TY #23 COLUMBINE DR. | LS | 1 | \$ 345.00 | \$ 345.00 | | | \$ 345.00 | 100% |

PROJECT: PHASE IV, PART B SANITARY SEWERS
 CONTRACT NO. 4
 LOCATION: TRUMBULL, CT
NORTH NICHOLS PROJECT

SHEET 9 OF 14
 DATE: 1/15/13
 PERIOD: 12/4/12-1/14/13
 ESTIMATE NO. 41

| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | CONTRACT AMOUNT | WORK DONE THIS PERIOD | | TOTAL WORK COMPLETED TO DATE | | |
|----------|--|------|--------------------|---------------|-----------------|-----------------------|--------|------------------------------|---------------|------------|
| | | | | | | ACTUAL QUANTITY | AMOUNT | ACTUAL QUANTITY | AMOUNT | PERCENTAGE |
| | CHANGE ORDERS (CONT'D) | | | | | | | | | |
| 14 | DESIGN CHANGE PRECAST COST SHELTON RD. | LS | 1 | \$ 3,529.06 | \$ 3,529.06 | | | 1 | \$ 3,529.06 | 100% |
| 15 | FURNISH/INSTALL AN ACCESS LADDER AND RELATED WORK | LS | 1 | \$ 6,500.00 | \$ 6,500.00 | | | 1 | \$ 6,500.00 | 100% |
| 16 | INSIDE DROP-E. LAKE | VF | 4.8 | \$ 350.00 | \$ 1,680.00 | | | 4.8 | \$ 1,680.00 | 100% |
| 17 | #7 E. LAKE 12X12X6 TEE | LS | 1 | \$ 405.00 | \$ 405.00 | | | 1 | \$ 405.00 | 100% |
| 18 | REDRILL GREEN RIDGE COLUMBINE-CONNECT | LS | 1 | \$ 7,161.34 | \$ 7,161.34 | | | 1 | \$ 7,161.34 | 100% |
| 19 | U-DRAIN TO C.B. | EA | 1 | \$ 350.00 | \$ 350.00 | | | 1 | \$ 350.00 | 100% |
| 20 | RTE 127 CONNECT TO C.B. | EA | 1 | \$ 350.00 | \$ 350.00 | | | 1 | \$ 350.00 | 100% |
| 21 | PAVEMENT CALVARY CHURCH | SY | 135 | \$ 20.00 | \$ 2,700.00 | | | 135 | \$ 2,700.00 | 100% |
| 22 | WELLS HOLLOW OUTFALL | LS | 1 | \$ 7,620.11 | \$ 7,620.11 | | | 1 | \$ 7,620.11 | 100% |
| 23 | GOLDEN HILL BULKHEADS CONNECT STM-PIPE TO | EA | 2 | \$ 250.00 | \$ 500.00 | | | 2 | \$ 500.00 | 100% |
| 24 | M.H. PA-3 EMERGENCY TRENCH REPAIR | EA | 1 | \$ 450.00 | \$ 450.00 | | | 1 | \$ 450.00 | 100% |
| 25 | ON GOLDEN HILL RD | LS | 1 | \$ 374.01 | \$ 374.01 | | | 1 | \$ 374.01 | 100% |
| 26 | R/R UNSUITABLE MATERIALS IN TRENCH AT MACDONALD RD. | LS | 1 | \$ 11,866.26 | \$ 11,866.26 | | | 1 | \$ 11,866.26 | 100% |
| 27 | PUMP STATION REVISIONS | LS | 1 | \$ 175,744.23 | \$ 175,744.23 | | | | \$ 175,744.23 | 100% |
| 28 | ADD'L WORK-21 OLD GREEN RD. | LS | 1 | \$ 562.65 | \$ 562.65 | | | 1 | \$ 562.65 | 100% |
| 29 | F/1 8"X8"X6" DIP TY-MISCHA HILL RD | LS | 1 | \$ 890.00 | \$ 890.00 | | | 1 | \$ 890.00 | 100% |

PROJECT: PHASE IV, PART B SANITARY SEWERS
 CONTRACT NO. 4
 LOCATION: TRUMBULL, CT
NORTH NICHOLS PROJECT

SHEET 10 OF 14
 DATE: 1/15/13
 PERIOD: 12/4/12-1/14/13
 ESTIMATE NO. 41

| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | CONTRACT AMOUNT | WORK DONE THIS PERIOD | | TOTAL WORK COMPLETED TO DATE | | |
|----------|--|------|--------------------|---------------|-----------------|-----------------------|--------|------------------------------|---------------|------------|
| | | | | | | ACTUAL QUANTITY | AMOUNT | ACTUAL QUANTITY | AMOUNT | PERCENTAGE |
| | CHANGE ORDERS (CONT'D) | | | | | | | | | |
| 30 | TREE REMOVAL 427 SHELTON RD | LS | 1 | \$ 2,041.25 | \$ 2,041.25 | | | 1 | \$ 2,041.25 | 100% |
| 31 | TEMPORARY LINE STRIPPING | LS | 1 | \$ 1,000.00 | \$ 1,000.00 | | | 1 | \$ 1,000.00 | 100% |
| 32 | REMOVE PAVT & SAWCUTTING SHELTON RD. | LS | 1 | \$ 66,064.00 | \$ 66,064.00 | | | 1 | \$ 66,064.00 | 100% |
| 33 | REVISED M.H. AT PUMP STATION ANGEL CHANGE | LS | 1 | \$ 741.18 | \$ 741.18 | | | 1 | \$ 741.18 | 100% |
| 34 | BULKHEAD 12" RCP - CARROUSEL | LS | 1 | \$ 250.00 | \$ 250.00 | | | 1 | \$ 250.00 | 100% |
| 35 | DEMO 60" M.H. - GOLDEN HILL | LS | 1 | \$ 975.50 | \$ 975.50 | | | 1 | \$ 975.50 | 100% |
| 36 | REDRILL - GOLDEN HILL | LS | 1 | \$ 1,640.96 | \$ 1,640.96 | | | 1 | \$ 1,640.96 | 100% |
| 37 | 48" DROP M.H. O-10' | LS | 1 | \$ 3,600.00 | \$ 3,600.00 | | | 1 | \$ 3,600.00 | 100% |
| 38 | SAWCUT PAVEMENT-REMOVE CONCRETE | LS | 1 | \$ 911.00 | \$ 911.00 | | | 1 | \$ 911.00 | 100% |
| 39 | STORM MANHOLE-RED FOX LANE | LS | 1 | \$ 2,900.00 | \$ 2,900.00 | | | 1 | \$ 2,900.00 | 100% |
| 40 | CONCRETE PAVEMENT REMOVAL SHELTON RD. | LS | 1 | \$ 893.00 | \$ 893.00 | | | 1 | \$ 893.00 | 100% |
| 41 | T-Y AT 93 SKYVIEW DR. | LS | 1 | \$ 575.00 | \$ 575.00 | | | 1 | \$ 575.00 | 100% |
| 42 | REMOVE CONCRETE PAVT SHELTON RD. | LS | 1 | \$ 4,424.00 | \$ 4,424.00 | | | 1 | \$ 4,424.00 | 100% |
| 43 | CREDIT PUMP STATION REVISIONS | LS | 1 | \$ (7,737.99) | \$ (7,737.99) | | | 1 | \$ (7,737.99) | 100% |
| 44 | FURNISH & INSTALL TYS AT #11 & #40 GREEN RIDGE | LS | 1 | \$ 1,150.00 | \$ 1,150.00 | | | 1 | \$ 1,150.00 | 100% |

PROJECT: PHASE IV, PART B SANITARY SEWERS
 CONTRACT NO. 4
 LOCATION: TRUMBULL, CT
 NORTH NICHOLS PROJECT

SHEET 11 OF 14
 DATE: 1/15/13
 PERIOD: 12/4/12-1/14/13
 ESTIMATE NO. 41

| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | CONTRACT AMOUNT | WORK DONE THIS PERIOD | | TOTAL WORK COMPLETED TO DATE | | |
|----------|---|------|--------------------|--------------|-----------------|-----------------------|--------|------------------------------|---------------|------------|
| | | | | | | ACTUAL QUANTITY | AMOUNT | ACTUAL QUANTITY | AMOUNT | PERCENTAGE |
| | CHANGE ORDERS (CONTD) | | | | | | | | | |
| 45 | SAWCUT-SHELTON RD. C.B.'S | LS | 1 | \$ 1,440.00 | \$ 1,440.00 | | | 1 | \$ 1,440.00 | 100% |
| 46 | #90 NORTH ST. LATERAL | LS | 1 | \$ 1,061.75 | \$ 1,061.75 | | | 1 | \$ 1,061.75 | 100% |
| 47 | REMOVE CONCRETE-SHELTON RD | LS | 1 | \$ 673.00 | \$ 673.00 | | | 1 | \$ 673.00 | 100% |
| 48 | 412 SHELTON RD. - YD. DRAIN & RESTORATION | LS | 1 | \$ 1,921.86 | \$ 1,921.86 | | | 1 | \$ 1,921.86 | 100% |
| 49 | RTE. 108 LINE STRIPPING | LS | 1 | \$ 1,043.00 | \$ 1,043.00 | | | 1 | \$ 1,043.00 | 100% |
| 50 | RTE. 108 PAVT REMOVAL | SY | 5,050 | \$ 15.66 | \$ 79,083.00 | | | 5046.5 | \$ 79,028.19 | 100% |
| 51 | RTE. 108 PERM. TRENCH PATCH | SY | 5,050 | \$ 64.58 | \$ 326,129.00 | | | 5046.5 | \$ 325,902.97 | 100% |
| 52 | WATER RELOCATION RTE. 108 & JERUSALEM HILL | LS | 1 | \$ 42,756.98 | \$ 42,756.98 | | | 1 | \$ 42,756.98 | 100% |
| 53 | STM DRAIN REPAIR | LS | 1 | \$ 813.29 | \$ 813.29 | | | 1 | \$ 813.29 | 100% |
| 54 | DOWNTIME RTE 108 | LS | 1 | \$ 2,444.46 | \$ 2,444.46 | | | 1 | \$ 2,444.46 | 100% |
| 55 | LATERAL AT #2189-RTE 108 | LS | 1 | \$ 2,197.14 | \$ 2,197.14 | | | 1 | \$ 2,197.14 | 100% |
| 56 | RE-DRILL #76 TEETER ROCK | LS | 1 | \$ 704.46 | \$ 704.46 | | | 1 | \$ 704.46 | 100% |
| 57 | 640 SHELTON RD. SEWER EXTENSION | LS | 1 | \$ 9,598.00 | \$ 9,598.00 | | | 1 | \$ 9,598.00 | 100% |
| 58 | 32 BLUE RIDGE RESTORATION | LS | 1 | \$ 6,995.19 | \$ 6,995.19 | | | 1 | \$ 6,995.19 | 100% |
| 59 | RTE 108 - LINE STRIPE WILLOWBROOK CARRIAGE | LS | 1 | \$ 1,092.50 | \$ 1,092.50 | | | 1 | \$ 1,092.50 | 100% |
| 60 | STORM MANHOLES BOOTH HILL RD. | EA | 2 | \$ 2,900.00 | \$ 5,800.00 | | | 2 | \$ 5,800.00 | 100% |

SHEET 12 OF 14
 DATE: 1/15/13
 PERIOD: 12/4/12-1/14/13
 ESTIMATE NO. 41

PROJECT: PHASE IV, PART B SANITARY SEWERS
 CONTRACT NO. 4
 LOCATION: TRUMBULL, CT
 NORTH NICHOLS PROJECT

| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | CONTRACT AMOUNT | WORK DONE THIS PERIOD | | TOTAL WORK COMPLETED TO DATE | | |
|----------|--|------|--------------------|--------------|-----------------|-----------------------|--------|------------------------------|--------------|------------|
| | | | | | | ACTUAL QUANTITY | AMOUNT | ACTUAL QUANTITY | AMOUNT | PERCENTAGE |
| | CHANGE ORDERS (CONT'D) | | | | | | | | | |
| 61 | RTE 108 LINE STRIPE CARRIAGE TO MACDONALD | LS | 1 | \$ 1,092.50 | \$ 1,092.50 | | | 1 | \$ 1,092.50 | 100% |
| 62 | ST. JOHNS INSIDE DROP | LS | 1 | \$ 1,960.00 | \$ 1,960.00 | | | 1 | \$ 1,960.00 | 100% |
| 63 | BOOTH HILL RD TEMP. PAV'T STRIPE | LS | 1 | \$ 2,619.93 | \$ 2,619.93 | | | 1 | \$ 2,619.93 | 100% |
| 64 | HOLD UTILITY POLE RTE 108 | LS | 1 | \$ 1,442.00 | \$ 1,442.00 | | | 1 | \$ 1,442.00 | 100% |
| 65 | BOOTH HILL - RESTORATION STREAM CROSS | LS | 1 | \$ 1,572.98 | \$ 1,572.98 | | | 1 | \$ 1,572.98 | 100% |
| 66 | HOLD POLE - PRIMROSE | LS | 1 | \$ 1,442.10 | \$ 1,442.10 | | | 1 | \$ 1,442.10 | 100% |
| 67 | CONCRETE BULKHEAD @ NEW C.B. | LS | 1 | \$ 250.00 | \$ 250.00 | | | 1 | \$ 250.00 | 100% |
| 68 | 8" D.I.P. (15-20) PUMP STATION | LF | 187 | \$ 140.00 | \$ 26,180.00 | | | 187 | \$ 26,180.00 | 100% |
| 69 | 8" D.I.P. (20-25) PUMP STATION | LF | 1 | \$ 265.00 | \$ 265.00 | | | 1 | \$ 265.00 | 100% |
| 70 | ADDITIONAL EQUIPMENT P.S. EASEMENT | LS | 1 | \$ 19,594.58 | \$ 19,594.58 | | | 1 | \$ 19,594.58 | 100% |
| 71 | REMOVE STM. M.H. GOLDEN HILL | LS | 1 | \$ 500.00 | \$ 500.00 | | | 1 | \$ 500.00 | 100% |
| 72 | D.I.P. FITTING #100 GOLDEN HILL | LS | 1 | \$ 407.00 | \$ 407.00 | | | 1 | \$ 407.00 | 100% |
| 73 | 10" D.I.P. SAN. SEWER (0-10') | LS | 183 | \$ 181.00 | \$ 33,123.00 | | | 183 | \$ 33,123.00 | 100% |
| 74 | #100 ST. JOHNS SAN. HOOK-UP | LS | 1 | \$ 244.60 | \$ 244.60 | | | 1 | \$ 244.60 | 100% |
| 75 | OVERSIZE C.B. BOOTH HILL RD. | LS | 1 | \$ 9,000.00 | \$ 9,000.00 | | | 1 | \$ 9,000.00 | 100% |
| 76 | TEST PIT JERUSALEM HILL RD. | LS | 1 | \$ 3,436.74 | \$ 3,436.74 | | | 1 | \$ 3,436.74 | 100% |

PROJECT: PHASE IV, PART B SANITARY SEWERS
 CONTRACT NO. 4
 LOCATION: TRUMBULL, CT
NORTH NICHOLS PROJECT

SHEET 13 OF 14
 DATE: 1/15/13
 PERIOD: 12/4/12-1/14/13
 ESTIMATE NO. 41

| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | CONTRACT AMOUNT | WORK DONE THIS PERIOD | | TOTAL WORK COMPLETED TO DATE | | |
|----------|---|------|--------------------|---------------|-----------------|-----------------------|--------|------------------------------|---------------|------------|
| | | | | | | ACTUAL QUANTITY | AMOUNT | ACTUAL QUANTITY | AMOUNT | PERCENTAGE |
| | CHANGE ORDERS (CONT'D) | | | | | | | | | |
| 77 | SANITARY LATERAL-2447 HUNTING-TON TPKE. & 20 MACDONALD SPECIES UPGRADE-40 RED FOX | LS | 1 | \$ 6,502.41 | \$ 6,502.41 | | | 1 | \$ 6,502.41 | 100% |
| 78 | 23 DOGWOOD | LS | 1 | \$ 1,430.00 | \$ 1,430.00 | | | 1 | \$ 1,430.00 | 100% |
| 79 | SANITARY LATERAL-37 PARTRIDGE | LS | 1 | \$ 5,200.46 | \$ 5,200.46 | | | 1 | \$ 5,200.46 | 100% |
| 80 | SANITARY LATERAL-126 HILLTOP DR | LS | 1 | \$ 2,314.59 | \$ 2,314.59 | | | 1 | \$ 2,314.59 | 100% |
| 81 | REPLACE MANHOLE JH-1 EXPLORATORY EXCAVATION | LS | 1 | \$ 735.35 | \$ 735.35 | | | 1 | \$ 735.35 | 100% |
| 82 | 440 SHELTON RD. | LS | 1 | \$ 1,488.72 | \$ 1,488.72 | | | 1 | \$ 1,488.72 | 100% |
| 83 | REFABRICATE M.H. JH-2 | LS | 1 | \$ 589.58 | \$ 589.58 | | | 1 | \$ 589.58 | 100% |
| 84 | RETROFI MANHOLES DOGWOOD POND | LS | 1 | \$ 1,150.00 | \$ 1,150.00 | | | 1 | \$ 1,150.00 | 100% |
| 85 | D.I.P. LATERAL JERUSALEM HILL | LS | 1 | \$ 398.06 | \$ 398.06 | | | 1 | \$ 398.06 | 100% |
| 86 | RTE 108 PAVING WORK | LS | 1 | \$ 326,706.23 | \$ 326,706.23 | | | 1 | \$ 326,706.23 | 100% |
| 87 | REMOVE STUMPS | LS | 1 | \$ 2,000.00 | \$ 2,000.00 | | | 1 | \$ 2,000.00 | 100% |
| 88 | RECONSTRUCT JERUSALEM HILL RD | LS | 1 | \$ 49,292.66 | \$ 49,292.66 | | | 1 | \$ 49,292.66 | 100% |
| 89 | RELOCATE U-DRAINS FOR NEW PRECAST CHIMNEYS | LS | 1 | \$ 2,150.50 | \$ 2,150.50 | | | 1 | \$ 2,150.50 | 100% |
| 90 | 15" & 18" FERNCO CONNECTIONS | LS | 1 | \$ 846.66 | \$ 846.66 | | | 1 | \$ 846.66 | 100% |
| 91 | FERNCO COUPLING | LS | 1 | \$ 830.00 | \$ 830.00 | | | 1 | \$ 830.00 | 100% |
| 92 | SEWER REPAIR | LS | 1 | \$ 1,737.00 | \$ 1,737.00 | | | 1 | \$ 1,737.00 | 100% |

CONTINUATION SHEET

AIA Document G702 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Page of Pages

Pay Requestion No. : 4

Period To: 12/31/2012

Town of Trumbull
Shelton Road

| ITEM NO. | QTY | UNIT | UNIT PRICE | SCHEDULED VALUE | DESCRIPTION OF WORK | G PREVIOUS WORK | | H WORK THIS PERIOD | | I WORK TO DATE | | BALANCE TO FINISH | RETAINAGE |
|----------|--------|---------|-------------|----------------------|--|-----------------|--------------|--------------------|-------------|----------------|------------|-------------------|-----------|
| | | | | | | QTY | AMOUNT | QTY | AMOUNT | QTY | AMOUNT | | |
| 1 | 2,150 | CY | \$19.00 | 40,850.00 | Earth Excavation | 2271.87 | \$43,165.53 | | \$0.00 | 2,271.87 | 43,165.53 | -2,315.53 | 2,158.28 |
| 2 | 1,660 | LF | \$2.00 | 3,320.00 | Cut Bituminous Concrete Pavement | 162.00 | \$324.00 | | \$0.00 | 162.00 | 324.00 | 2,996.00 | 16.20 |
| 3 | 4,600 | SY | \$21.00 | 96,600.00 | Removal of Concrete Pavement | 5587.98 | \$117,347.58 | | \$0.00 | 5,587.98 | 117,347.58 | -20,747.58 | 5,867.38 |
| 4 | 500 | CY | \$19.00 | 9,500.00 | Unclassified Excavation | 118.10 | \$2,243.90 | | \$0.00 | 118.10 | 2,243.90 | 7,256.10 | 112.20 |
| 5 | 2,440 | GAL | \$6.00 | 14,640.00 | Material for Tack Coat | 1115.00 | \$6,690.00 | | \$0.00 | 1,115.00 | 6,690.00 | 7,950.00 | 334.50 |
| 6 | 1,920 | TON | \$99.00 | 190,080.00 | Bituminous Concrete Class 2 | 2009.83 | \$198,973.17 | | \$0.00 | 2,009.83 | 198,973.17 | -8,893.17 | 9,948.66 |
| 7 | 2,630 | TON | \$96.00 | 252,480.00 | Bituminous Concrete Class 4 | 2589.16 | \$248,559.36 | | \$0.00 | 2,589.16 | 248,559.36 | 3,920.64 | 12,427.97 |
| 8 | 1,350 | SY | \$5.00 | 6,750.00 | Milling of Bituminous Concrete (0"-6") | 1409.30 | \$7,046.50 | | \$0.00 | 1,409.30 | 7,046.50 | -296.50 | 352.33 |
| 9 | 1 | EST | \$10,000.00 | 10,000.00 | Asphalt Adjustment Cost (Estimated Cost) | -3019.25 | -\$3,019.25 | -4,553.45 | \$0.00 | -7,572.70 | -7,572.70 | 17,572.70 | -378.64 |
| 10 | 4 | EA | \$3,200.00 | 12,800.00 | Type "C" Catch Basin | 8.00 | \$25,600.00 | | \$0.00 | 8.00 | 25,600.00 | -12,800.00 | 1,280.00 |
| 11 | 11 | EA | \$500.00 | 5,500.00 | Reset Type "C" Catch Basin | 11.00 | \$5,500.00 | | \$0.00 | 11.00 | 5,500.00 | 0.00 | 275.00 |
| 12 | 23 | EA | \$600.00 | 13,800.00 | Reset Manhole | 23.00 | \$13,800.00 | | \$0.00 | 23.00 | 13,800.00 | 0.00 | 690.00 |
| 13 | 127 | LF | \$38.00 | 4,826.00 | 12" HDPE | 122.00 | \$4,636.00 | | \$0.00 | 122.00 | 4,636.00 | 190.00 | 231.80 |
| 14 | 210 | LF | \$40.00 | 8,400.00 | 15" HDPE | 362.50 | \$14,500.00 | | \$0.00 | 362.50 | 14,500.00 | -6,100.00 | 725.00 |
| 15 | 10 | EA | \$130.00 | 1,300.00 | Clean Existing Catch Basin | | \$0.00 | 12.00 | \$1,560.00 | | 1,560.00 | -260.00 | 78.00 |
| 16 | 46 | LF | \$7.00 | 322.00 | Clean Existing Culvert - 12" to 42" Diameter | | \$0.00 | | \$0.00 | | 0.00 | 322.00 | 0.00 |
| 17 | 390 | LF | \$28.00 | 10,920.00 | Concrete Curbing | 672.00 | \$18,816.00 | | \$0.00 | 672.00 | 18,816.00 | -7,896.00 | 940.80 |
| 18 | 10,030 | LF | \$4.00 | 40,120.00 | Bituminous Concrete Lip Curbing | 7796.00 | \$31,184.00 | 765.00 | \$3,080.00 | 8,561.00 | 34,244.00 | 5,876.00 | 1,712.20 |
| 19 | 2,120 | SF | \$8.00 | 16,960.00 | Concrete Sidewalk | 3173.50 | \$25,388.00 | | \$0.00 | 3,173.50 | 25,388.00 | -8,428.00 | 1,269.40 |
| 20 | 760 | SY | \$45.00 | 34,200.00 | Bituminous Concrete Driveway | 906.70 | \$40,801.50 | | \$0.00 | 906.70 | 40,801.50 | -6,601.50 | 2,040.08 |
| 21 | 40 | HR | \$150.00 | 6,000.00 | Sweeping for Dust Control | 3 | \$450.00 | | \$0.00 | 3.00 | 450.00 | 5,550.00 | 22.50 |
| 22 | 8 | TON | \$100.00 | 800.00 | Calcium Chloride for Dust Control | 0.60 | \$60.00 | | \$0.00 | 0.60 | 60.00 | 740.00 | 3.00 |
| 23 | 1,070 | MGA | \$1.00 | 1,070.00 | Water for Dust Control | | \$0.00 | | \$0.00 | | 0.00 | 1,070.00 | 0.00 |
| 24 | 4,460 | SY | \$7.00 | 31,220.00 | Furnish and Place Topsoil to 4999 | 4352.53 | \$30,467.71 | | \$0.00 | 4,352.53 | 30,467.71 | 752.29 | 1,523.39 |
| 25 | 4,460 | SY | \$2.00 | 8,920.00 | Turf Establishment - Lawn | 4352.53 | \$8,705.06 | | \$0.00 | 4,352.53 | 8,705.06 | 214.94 | 435.25 |
| 26 | 1 | EST | \$72,000.00 | 72,000.00 | Trafficperson (Municipal Police Officer) | 0.61 | \$43,753.50 | 0.39 | \$28,242.44 | 1.00 | 71,995.94 | 4.06 | 3,599.80 |
| 27 | 14,000 | LF | \$0.30 | 4,200.00 | 4" White Epoxy Resin Pavement Markings | | \$0.00 | 10,206.00 | \$3,061.80 | 10,206.00 | 3,061.80 | 1,138.20 | 153.09 |
| 28 | 14,000 | LF | \$0.30 | 4,200.00 | 4" Yellow Epoxy Resin Pavement Markings | | \$0.00 | 10,490.00 | \$3,147.00 | 10,490.00 | 3,147.00 | 1,053.00 | 157.35 |
| 29 | 2,500 | SF | \$3.00 | 7,500.00 | Epoxy Resin Pavement Markings, Symbols & Legends | | \$0.00 | 300.00 | \$900.00 | 300.00 | 900.00 | 6,600.00 | 45.00 |
| 30 | 20 | EA | \$300.00 | 6,000.00 | Reset Valve Box | 20.00 | \$6,000.00 | | \$0.00 | 20.00 | 6,000.00 | 0.00 | 300.00 |
| | 1 | LS | \$835.15 | 835.15 | Add Wire Mesh | 1.00 | \$835.15 | | \$0.00 | 1.00 | 835.15 | 0.00 | 41.76 |
| 347.50 | SY | \$14.95 | 5,195.13 | Concrete Drive Apron | 347.50 | \$5,195.13 | | \$0.00 | 347.50 | 347.50 | 5,195.13 | 0.00 | 259.76 |
| | 1 | LS | \$186.15 | 186.15 | Test Pit | 1.00 | \$186.15 | | \$0.00 | 1.00 | 186.15 | 0.00 | 9.31 |
| | 391.00 | CB | \$391.00 | 152,981.00 | CB Top | | \$0.00 | 0.00 | \$0.00 | | 0.00 | 391.00 | 0.00 |
| | 252.90 | EA | \$252.90 | 63,825.90 | 1.414.50 4" MH Frame & Cover | | \$0.00 | 0.00 | \$0.00 | | 0.00 | 1,414.50 | 0.00 |
| | 1 | LS | \$693.85 | 693.85 | Headwall @ Sta 24+00 | | \$693.85 | 1.00 | \$693.85 | | 693.85 | 0.00 | 34.69 |
| | | | | 923,993.78 | PAGE TOTALS | | 897,208.99 | | 36,111.64 | | 933,320.63 | -9,326.85 | 46,666.03 |

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CONTINUATION SHEET

AIA Document G702 (Instructions on reverse side)

Page **4** of **Pages**

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Town of Trumbull
Shelton Road

Pay Requestion No. : **4**
Period To: **12/31/2012**

| A ITEM NO. | B QTY | C UNIT | D UNIT PRICE | E DESCRIPTION OF WORK | F SCHEDULED VALUE | G PREVIOUS WORK | | H WORK THIS PERIOD | | I WORK TO DATE | | BALANCE TO FINISH | RETAINAGE | |
|-----------------------|----------|-----------|-----------------|--------------------------------------|----------------------|--------------------|--------|-----------------------|------------|-------------------|----------|-------------------|------------------|------------------|
| | | | | | | QTY | AMOUNT | QTY | AMOUNT | QTY | AMOUNT | | | |
| | 1 | LS | \$1,499.00 | Stone Veneer | 1,499.00 | | | 1.00 | \$1,499.00 | 1.00 | 1,499.00 | 0.00 | 74.95 | |
| | 1 | LS | \$1,643.09 | 24" SDR Pipe @ Sta 24 + 00 | 1,643.09 | | | 1.00 | \$1,643.09 | 1.00 | 1,643.09 | 0.00 | 82.15 | |
| | 1 | LS | \$943.51 | Cut Down CB @ Sta 0 + 30 | 943.51 | | | 1.00 | \$943.51 | 1.00 | 943.51 | 0.00 | 47.18 | |
| | 1 | LS | \$306.53 | Bulkhead CB's @ Sta 35 + 10, 36 + 40 | 306.53 | | | 1.00 | \$306.53 | 1.00 | 306.53 | 0.00 | 15.33 | |
| | 9.27 | TON | \$62.54 | Rip Rap | 579.75 | | | 9.27 | \$579.75 | 9.27 | 579.75 | 0.00 | 28.99 | |
| | 1 | LS | \$166.75 | Test Pit @ Sta 35 + 05 | 166.75 | | | 1.00 | \$166.75 | 1.00 | 166.75 | 0.00 | 8.34 | |
| | 1 | LS | \$122.15 | Reset Mailboxes | 122.15 | | | 1.00 | \$122.15 | 1.00 | 122.15 | 0.00 | 6.11 | |
| | 1 | LS | \$1,275.13 | North Street CB Top Swap | 1,275.13 | | | 1.00 | \$1,275.13 | 1.00 | 1,275.13 | 0.00 | 63.76 | |
| | 1 | LS | \$2,822.24 | Hammer Rock | 2,822.24 | | | 1.00 | \$2,822.24 | 1.00 | 2,822.24 | 0.00 | 141.11 | |
| PAGE TOTALS | | | | | | 9,358.15 | | | | 9,358.15 | | | | |
| GRAND TOTALS | | | | | | 933,351.92 | | | | 897,208.99 | | 9,358.15 | 0.00 | 467.91 |
| NET AMOUNT DUE | | | | | | | | | | 45,469.79 | | 942,678.77 | -9,326.85 | 47,133.94 |



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APPLICATION AND CERTIFICATE FOR PAYMENT

Bid RFP 5951

To: Town of Trumbull WPCA
5866 Main Street
Trumbull, CT 06611

APPLICATION NUMBER: 4-1
PERIOD TO: December 31, 2012

From Contractor **LJF Outdoor Maintenance**
PO Box 4062
Monroe, CT 06611

CONTRACT DATE:

INVOICE NUMBER: 4-1

Contract For: Contract IV Sanitary Sewers Easement/ Wetland Restoration - Area B-1- John the Baptist - Greek Church Easement

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached

| | | |
|---|----|-----------|
| TOTAL COMPLETED FROM LAST INVOICE | \$ | 0.00 |
| TOTAL COMPLETED & STORED FOR INVOCIE #3-2 | \$ | 13,812.00 |
| TOTAL COMPLETED & STORED TO DATE | \$ | 13,812.00 |
| LESS PREVIOUS CERTIFICATES FOR PAYMENT | \$ | 0.00 |
| CURRENT PAYMENT DUE | \$ | 13,812.00 |

The undersigned Contractor certifies that to the best of Contractor's

knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: LJF Outdoor Maintenance

By: Edward J. Goff Date: 1/16/2013

OWNER: Town of Trumbull

By: [Signature] Date: 1/16/2013

APPLICATION AND CERTIFICATE FOR PAYMENT

To: Town of Trumbull WPCA
5866 Main Street
Trumbull, CT 06611

Bid RFP 5951

APPLICATION NUMBER: 5-1
PERIOD TO: December 31, 2012

From Contractor **LJF Outdoor Maintenance**
PO Box 4062
Monroe, CT 06611

CONTRACT DATE:

INVOICE NUMBER: 5-1

Contract For: Contract IV Sanitary Sewers Easement/ Wetland Restoration - Area D-4 - Huntington Tpke - Kingsbury Drive Easement

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached

The undersigned Contractor certifies that to the best of Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

TOTAL COMPLETED FROM LAST INVOICE \$ 0.00

TOTAL COMPLETED & STORED FOR INVOICE #3-2 \$ 9,059.00

TOTAL COMPLETED & STORED TO DATE \$ 9,059.00

LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00

CURRENT PAYMENT DUE \$ 9,059.00

CONTRACTOR: **LJF Outdoor Maintenance**

By: *Leonard J. Jof* Date: 1/16/2013

OWNER: **Town of Trumbull**

By: *Gold* Date: 1/16/2013

EXTENSION OF STANDSTILL AGREEMENT

This Extension of Standstill Agreement (“Extension Agreement”) in entered into as of January __, 2013 by and between the Water Pollution Control Authority of the City of Bridgeport (the “WPCA”) and the Town of Trumbull (“Trumbull”). The WPCA and Trumbull are collectively referred to herein as the “Parties Hereto”.

WHEREAS, the Parties Hereto entered into a Standstill Agreement as of October 16, 2012 (the “Agreement”);

WHEREAS, Section 4 of the Agreement provides that the “Agreement shall be effective as of July 1, 2012 and terminate December 31, 2012, unless otherwise earlier terminated or extended, as applicable, by express written consent signed by all Parties Hereto”; and

WHEREAS, the Parties hereto wish to extend the term of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Extension Agreement and the Agreement, the Parties hereto agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct.
2. **MODIFICATION OF THE AGREEMENT**. Section 4 of the Agreement is hereby modified such that the term of the Agreement is extended to be effective as of July 1, 2012 and terminate March 31, 2013.
3. **CONTINUATION OF THE AGREEMENT**. Except as modified herein, the terms and provisions of the Agreement remain in full force and effect.

THE WATER POLLUTION CONTROL AUTHORITY OF THE CITY OF BRIDGEPORT

By: _____
William Robinson
Acting General Manager

TOWN OF TRUMBULL

By: _____
Timothy M. Herbst
First Selectman

RECEIVED

JAN 04 2013

**SEWER ASSESSMENT APPEAL
JANUARY 23, 2013**Water Pollution
Control Authority
mdm

I am requesting an adjustment of the proposed Sanitary Sewer Assessment by the Town of Trumbull. The assessment is calculated on an assumption that a sewer line was installed across a full 175 feet of frontage of my property. The sewer line installed by the contractor is approximately 6 feet.

I am, therefore, requesting that a more reasonable and equitable assessment be given to me that is within the guidelines identified by the WPCA.

My proposed assessment is based on the fact that I own a parcel of 1.02 acres with a street frontage of 175 feet. The Water Pollution Control Authority (WPCA) has determined that their cost recovery amount for sewer installation is \$162.26 per lineal foot of frontage. Based on these factors the WPCA's assessment to me is 175 feet X \$162.26 equaling \$28,395.50 plus a unit cost of \$500.00, all totaling \$28,895.50.

This assessment, in my judgment, should be mitigated by the fact that the sewer contractor has installed only six (6) feet of sewer pipe in front of my home. My property lies at the end of my street. The sewer line to serve my street veers away from my property at my property line to connect with the main line. As a result the contractor needed to install only six (6) feet of line to allow me to hook into the system. The direct cost to serve my property is then \$162.26 X 6 feet or \$973.56 and I am being assessed for the full 175 feet or \$28,395.50. Since the full cost was not incurred I am asking the board to consider a compromise assessment.

While I recognize that frontage is not the only consideration used in determining assessments, it is acknowledged by the WPCA as the major consideration. I am, therefore, asking that my assessment be calculated at the minimum lot size determined by the WPCA (80 feet X \$162.26 = \$12,980.00 + \$500. or a total of \$13,480). This would allow for cost recovery plus an adequate amount to allow for other considerations.

As a long time resident and public servant of Trumbull I respectfully ask for your approval of this or other reasonable alternative. I further appreciate the opportunity to formally present my request to you at your meeting. Thank you.

William A. Bevacqua
30 Partridge Lane
Trumbull, CT 06611
(203) 375-2007
(203) 366-8241 EXT. 266

Owens, Schine & Nicola, P.C.

799 Silver Lane
P.O. Box 753
Trumbull, CT 06611

RECEIVED

JAN 10 2013

Ph:203-375-0600

Fax:203-375-5003

Water Pollution
Control Authority

By _____

Town of Trumbull
5866 Main Street
Trumbull, CT 06611

January 8, 2013

Attention:

File #: 14010-04035

Inv #: 12939

RE: Mark IV - Contract 4 Litigation

| DATE | DESCRIPTION | HOURS | LAWYER |
|-------------|---|--------------|---------------|
| May-15-12 | Correspondence to/from Attorney Rozich/Fred Mascia/John Marsillio re Change order meeting | 0.30 | DJK |
| May-22-12 | Telephone call with Attorney Rozich | 0.20 | DJK |
| | Correspondence from Attorney Rozich | 0.30 | DJK |
| | Correspondence to John Marsillio and Fred Mascia | 0.50 | DJK |
| | Correspondence from Fred Mascia | 0.20 | DJK |
| | Correspondence to Attorney Rozich | 0.70 | DJK |
| May-24-12 | Correspondence to CNA Surety | 0.20 | DJK |
| | Correspondence to Attorney Rozich | 0.70 | DJK |
| May-29-12 | Correspondence from/to Attorney Rozich/Correspondence to Public Works Director | 0.20 | DJK |
| Jun-11-12 | Telephone call with Attorney Rozich | 0.20 | DJK |
| | E-mail to client re Dogwood Pond | 0.10 | DJK |
| Jun-13-12 | Review Tighe & Bond response to Dogwood Pond claim | 0.20 | DJK |

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| | Telephone call with Public Works Director | 0.10 | DJK |
| Jun-14-12 | Telephone call with Fred Mascia | 0.20 | DJK |
| | Telephone call with First Selectman | 0.10 | DJK |
| Jun-15-12 | Telephone call with Fred Maiocco | 0.20 | DJK |
| | E-mail correspondence to John Marsillio | 0.40 | DJK |
| Jun-20-12 | Preparation for Meeting with Attorney Rozich/Draft Dogwood Pond Agreement | 1.00 | DJK |
| Jun-21-12 | Meeting with Attorney Rozich/Mark IV/Client re Dogwood Pond | 3.00 | DJK |
| | Correspondence to Fred Mascia and John Marsillio | 0.20 | DJK |
| Jun-23-12 | Review Contract/Bid Document re Dewatering/Sharing obligation/Termination Provision/options re termination/Note to File | 2.50 | DJK |
| Jun-25-12 | Meeting with Public Works Director and First Selectman | 1.00 | DJK |
| | Telephone call with Public Works Director | 0.10 | DJK |
| | Drafting correspondence to Attorney Rozich re Dogwood Pond/Review Contract Documents/E-mail correspondence to Fred Mascia | 2.50 | DJK |
| | Telephone call with First Selectman | 0.20 | DJK |
| | Correspondence to Commissioner Lynch | 0.20 | DJK |
| | Correspondence to First Selectman and Public Works Director | 0.10 | DJK |
| Jun-28-12 | Drafting Notice of Default re Dogwood | 3.00 | DJK |
| Jun-29-12 | Correspondence from Attorney Rozich | 0.20 | DJK |
| | Correspondence to Attorney Rozich | 0.30 | DJK |
| | Correspondence to CNA surety, John Marsillio & Fred Mascia | 0.20 | DJK |

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| | Correspondence to First Selectman | 0.10 | DJK |
| | Review/revise proposed hold harmless | 0.50 | DJK |
| | Telephone call from/to Marshal re service | 0.20 | DJK |
| | Correspondence to/from W & P re meeting | 0.10 | DJK |
| Jul-02-12 | Drafting Mark IV acknowledgements re Dogwood Pond | 3.00 | DJK |
| | Correspondence from Attorney Rozich | 0.30 | DJK |
| | Review Contract Specifications re Trench Support Systems | 0.50 | DJK |
| | Telephone call with First Selectman | 0.10 | DJK |
| | Telephone call with Public Works Director | 0.10 | DJK |
| | Correspondence to Attorney Rozich re Termination Response | 1.50 | DJK |
| | Correspondence to Public Works Director/First Selectman/Commissioner | 0.20 | DJK |
| Jul-03-12 | Correspondence to First Selectman re Cura period | 0.10 | DJK |
| Jul-05-12 | Correspondence from Attorney Rozich | 0.20 | DJK |
| | Correspondence to John Marsillio/T& B/First Selectman | 0.20 | DJK |
| | Correspondence to First Selectman re Cura Period duration/Review Contract re duration of Cura Period | 0.50 | DJK |
| Jul-06-12 | Conference call with First Selectman/Public Works Director/Town Engineer | 1.00 | DJK |
| | Correspondence from Attorney Rozich | 0.20 | DJK |
| | Correspondence to Attorney Rozich/Revise Contract Specifications | 1.00 | DJK |
| Jul-10-12 | Telephone call with First Selectman | 0.10 | DJK |
| | Drafting correspondence to Attorney Rozich | 0.50 | DJK |

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| | E-mail correspondence to/from First Selectman | 0.20 | DJK |
| | Telephone call with Public Works Director | 0.20 | DJK |
| | Drafting correspondence to Attorney Rozich | 0.30 | DJK |
| | Telephone call with First Selectman | 0.10 | DJK |
| Jul-11-12 | Correspondence from Attorney Rozich | 0.20 | DJK |
| | Drafting correspondence to Attorney Rozich | 0.50 | DJK |
| | E-mail correspondence to Public Works Director | 0.20 | DJK |
| | Drafting correspondence to Attorney Rozich | 1.50 | DJK |
| | Correspondence to First Selectman/WPCA Commissioner/Public Works Director | 0.30 | DJK |
| Jul-25-12 | Correspondence to Attorney Moskow | 0.40 | DJK |
| Aug-01-12 | Correspondence to John Marsillio re 108 Paving | 0.20 | DJK |
| | Telephone call with John Marsillio re 108 Paving/Memo to file | 0.40 | DJK |
| Aug-02-12 | Review T.B. correspondence re Huntington Tpke Paving | 0.30 | DJK |
| | Telephone call with John Marsillio | 0.10 | DJK |
| | Re-drafting correspondence to Mark IV re Huntington Paving and additional defects | 1.00 | DJK |
| | Revise Huntington Tnpk paving letter/Correspondence to John Marsillio/Fred Mascia | 0.30 | DJK |
| Aug-13-12 | Correspondence from CNA surety | 0.30 | DJK |
| | Correspondence to Ned Moskow re CNA surety | 0.50 | DJK |
| | Correspondence to Attorney Rozich | 0.10 | DJK |
| Aug-14-12 | Correspondence to CNA surety | 1.50 | DJK |
| | Telephone call with Neal Moskow | 0.20 | DJK |

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| | E-mail correspondence from/to Attorney Moskow | 0.10 | DJK |
| | E-mail correspondence to Mr. Turner at CNA | 0.10 | DJK |
| | Telephone call with John Marsillio/Fred Mascia | 0.20 | DJK |
| Aug-23-12 | Drafting correspondence to CNA Surety | 1.00 | DJK |
| | Finalize correspondence to CNA/E-mail correspondence to CNA/John Marsillio/Commissioner/First Selectman | 0.80 | DJK |
| Sep-05-12 | E-mail correspondence to/from T & B and John Marsillio | 0.20 | DJK |
| | E-mail correspondence to Clerk re Special Agenda | 0.20 | DJK |
| Sep-07-12 | Correspondence to Attorney Rozich re Special Meeting | 0.50 | DJK |
| Sep-12-12 | Telephone call with Public Works Director | 0.10 | DJK |
| | Correspondence to First Selectman re Check Requisitions | 0.20 | DJK |
| | Correspondence to Director of Finance re Chimney Agreement/Revise Minutes re Chimney Agreement | 0.70 | DJK |
| Sep-19-12 | Correspondence to Attorney Moskow | 0.20 | DJK |
| Sep-27-12 | Telephone call with Public Works Director | 0.20 | DJK |
| | Telephone call with Public Works Director/Town Engineer | 0.10 | DJK |
| | Memo to File | 0.20 | DJK |
| Oct-03-12 | Correspondence from Attorney Rozich | 0.10 | DJK |
| | Correspondence to Attorney Rozich | 0.50 | DJK |
| Oct-09-12 | Correspondence re Heller & Johnson Report | 0.20 | DJK |
| | Telephone call with Commissioner Lynch | 0.10 | DJK |
| | Telephone call with Town Engineer re Dogwood Pond status/Memo to file | 0.30 | DJK |

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| Oct-10-12 | Correspondence from/to Attorney Rozich | 0.20 | DJK |
| | Correspondence to Public Works Director and Town Engineer | 0.10 | DJK |
| Oct-15-12 | Preparation for Conference Call with Attorney Corey/and Attorney Moskow/Conference call with Attorney Corey and Attorney Moskow | 1.00 | DJK |
| Oct-16-12 | Telephone call with Attorney Moskow | 0.10 | DJK |
| Oct-18-12 | Correspondence to Attorney Corey/Attorney Moskow | 0.80 | DJK |
| | Correspondence to Attorney Cohane re change order procedure and payment | 1.00 | DJK |
| Oct-22-12 | Correspondence from Attorney Cohen | 0.20 | DJK |
| | Correspondence with WPCA Clerk re change order | 0.10 | DJK |
| | Correspondence to Attorney Cohen re change order | 0.40 | DJK |
| | Telephone call with Town Engineer | 0.10 | DJK |
| Oct-23-12 | Correspondence from Attorney Cohen | 0.20 | DJK |
| | Telephone call with WPCA clerk | 0.10 | DJK |
| | Correspondence to Attorney Cohen | 0.30 | DJK |
| Oct-26-12 | Correspondence from Joe Solomene | 0.10 | DJK |
| | E-mail correspondence to Attorney Cohane re payments on change orders and current Applications | 0.20 | DJK |
| Nov-05-12 | Correspondence from Attorney Cohen | 0.10 | DJK |
| | Correspondence to/from Joe Solemene: Maria Pires | 0.20 | DJK |
| | Correspondence to/from Attorney Cohen | 0.20 | DJK |
| Nov-06-12 | Correspondence from/to John Massilio re: change order meeting | 0.10 | DJK |
| Nov-09-12 | Correspondence to Attorney Cohen re: change order meeting | 0.10 | DJK |

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| | Correspondence from/to Attorney Cohen | 0.30 | DJK |
| Nov-13-12 | Meeting re: change orders with John Marsillio, Fred Meiscia and Frank Smeriglio | 2.00 | DJK |
| | Conference call with Attorney Moskow | 0.20 | DJK |
| | Correspondence to Fred Meiscia re: 108 change order | 0.20 | DJK |
| Nov-15-12 | Review contract re: change order authorizations | 1.00 | DJK |
| | Correspondence to Fred Meiscia re: Conn DOT spec for trench backfill | 0.30 | DJK |
| | Correspondence to Fred Meiscia, John Marsillio re: chimney change order. Revise chimney change order | 0.20 | DJK |
| Nov-20-12 | Meeting with Attorney Moskow/ Publics Works Director and Mark IV re: potential settlement negotiations | 1.50 | DJK |
| Nov-21-12 | Correspondence to Attorney Moskow re: T&B analysis and report confidentiality | 0.20 | DJK |
| Nov-25-12 | Preparation for Mark IV change order meeting | 1.50 | DJK |
| Nov-26-12 | Attendance at mark IV change order meeting with Mark IV, Attorney Cohen, Public Works Director, Town Engineer and Fred Meiscia | 2.50 | DJK |
| Nov-27-12 | Review T&B audit of 108 Paving change order | 0.70 | DJK |
| | Correspondence to Attorney Moskow | 0.20 | DJK |
| Nov-28-12 | Memo to file re: change order meeting | 0.70 | DJK |
| | Correspondence to Attorney Cohen re: T & B audit | 0.20 | DJK |
| Dec-03-12 | Correspondence from/to Attorney Cohen | 0.20 | DJK |
| | Correspondence to Fred Meiscia | 0.10 | DJK |
| Dec-05-12 | Follow up with Fred Maisac re: tabled denial charge orders | 0.20 | DJK |
| | Correspondence from Attorney Kozich | 0.10 | DJK |

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| | Correspondence to Attorney Moskow and Tighe and Berd re: Arcadia repost | 0.10 | DJK |
| | Correspondence from T&B re: Arcadis report | 0.10 | DJK |
| Dec-06-12 | Correspondence from Fred Meiscia re: Table Change orders | 0.20 | DJK |
| | Review T7B memo re: Tabled change orders | 1.50 | DJK |
| | Correspondence to T&B, John Marsillio and Frank Smerglio re: tabled change orders and potential action of commission | 0.50 | DJK |
| | Correspondence from/to Fred Meiscia | 0.20 | DJK |
| | Correspondence from T & D re: updated tabled change orders | 0.20 | DJK |
| | Correspondence from Frank Smerglio re: tabled change order | 0.10 | DJK |
| | revise correspondence to Attorney Cohane re: tabled change orders | 0.40 | DJK |
| | Correspondence to Attorney Cohane | 0.10 | DJK |
| | Totals | 65.80 | \$13,160.00 |
| | Total Fee & Disbursements | | \$13,160.00 |
| | Previous Balance | | 9,295.00 |
| | Previous Payments | | 9,295.00 |
| | Balance Now Due | | \$13,160.00 |

TIMEKEEPER SUMMARY

| | | |
|-----|-------|-------------|
| DJK | 65.80 | \$13,160.00 |
|-----|-------|-------------|

Owens, Schine & Nicola, P.C.

799 Silver Lane
P.O. Box 753
Trumbull, CT 06611

RECEIVED

JAN 10 2013

Ph:203-375-0600

Fax:203-375-5003

Water Pollution
Control Authority

By _____

January 8, 2013

Town of Trumbull
5866 Main Street
Trumbull, CT 06611

Attention:

File #: 14010-04015

Inv #: 12940

RE: BRIDGEPORT REGIONALIZATION SEWER AGREEMENT

| DATE | DESCRIPTION | HOURS | LAWYER |
|-------------|--|--------------|---------------|
| May-01-12 | Review DJK comment; re complaint; perform legal research and revise complaint | 1.50 | DLC |
| May-02-12 | Meeting with John Marsillio/Wright Pierce/Jeanette Brown | 1.50 | DJK |
| | Memo To File | 0.30 | DJK |
| May-03-12 | Finalize Arbitration Complaint | 1.70 | DJK |
| | Telephone call with Attorney Russo | 0.10 | DJK |
| | Telephone call with Maria Pires | 0.10 | DJK |
| May-04-12 | Finalize Arbitration Complaint/Drafting Correspondence to Attorney Russo/Correspondence to Bridgeport WPCA, Attorney Russo and AAA | 2.50 | DJK |
| May-11-12 | E-mail correspondence from First Selectman | 0.20 | DJK |
| May-14-12 | Correspondence from/to Robinson & Cole | 0.30 | DJK |
| | Correspondence from/to Attorney Russo | 0.10 | DJK |
| May-15-12 | Meeting with John Marsillio/Attorney Russo/Attorney Malley | 2.00 | DJK |
| May-16-12 | Correspondence to Attorney Heath re Arbitration | 0.20 | DJK |

| | | | |
|-----------|---|------|-----|
| May-17-12 | Telephone call with Attorney Russo and Attorney Malloy | 0.20 | DJK |
| | Telephone call to First Selectman | 0.10 | DJK |
| | E-mail correspondence from AAA re Motion To Dismiss | 0.20 | DJK |
| | Telephone call with First Selectman | 0.10 | DJK |
| May-22-12 | Correspondence to First Selectman | 0.30 | DJK |
| May-23-12 | AAA conference call | 0.30 | DJK |
| | Correspondence from AAA | 0.20 | DJK |
| May-29-12 | Draft objection re: WPCA motion to dismiss | 2.50 | DLC |
| May-30-12 | Review/Drafting Objection to Motion to Dismiss | 1.00 | DJK |
| | perform additional legal research re: YWCA motion to dismiss | 1.00 | DLC |
| May-31-12 | Conference call with Christian Kurtz and Michael Giggy | 0.30 | DJK |
| | E-mail correspondence to Commissioner Lynch, Michael Giggy, Christian Kurtz, John Marsillio | 0.50 | DJK |
| Jun-01-12 | Correspondence to Wright Pierce | 0.30 | DJK |
| | Revise Objection to Motion To Dismiss | 0.50 | DJK |
| Jun-07-12 | Telephone call with Attorney Ruzio | 0.20 | DJK |
| | Telephone call with Dan Nelson | 0.10 | DJK |
| Jun-08-12 | Review reply brief and conference with DJK and RJN re same | 0.50 | DLC |
| Jun-11-12 | Correspondence to Rob Russo re additional document request | 0.20 | DJK |
| | Telephone call with Rob Russo/Ed Malley | 0.20 | DJK |
| | Telephone call with Dan Nelson | 0.10 | DJK |

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| | Revise sur-reply and conference with DJK re same | 2.00 | DLC |
| Jun-12-12 | Drafting Response to Reply to Objection to Motion to Dismiss | 2.50 | DJK |
| | Drafting Application For Injunction | 3.00 | DJK |
| | Re-revise sur-reply and conference with DJK re same | 1.00 | DLC |
| Jun-13-12 | Drafting Response to Reply to Objection to Motion to Dismiss | 1.50 | DJK |
| | Finalize Application For Injunction | 1.50 | DJK |
| Jun-14-12 | Finalize Application For Injunctive Relief/Sur Reply To Motion To Dismiss/E-file Motions/Correspondence to Attorney Heath and AAA | 1.50 | DJK |
| | Meeting with Dan Nelson/Ed Malley/Rob Russo | 1.50 | DJK |
| Jun-15-12 | E-mail correspondence to AAA & Attorney Heath re Arbitrators | 0.20 | DJK |
| Jun-16-12 | Review W & P Memo | 0.50 | DJK |
| Jun-18-12 | Correspondence to Christie Kurtz re: First Memo | 0.20 | DJK |
| Jun-20-12 | Correspondence from Attorney Heath | 0.10 | DJK |
| | Correspondence to Attorney Heath and AAA | 0.30 | DJK |
| | Telephone call with Rob Russo/Ed Malley | 0.10 | DJK |
| | Correspondence from AAA | 0.20 | DJK |
| Jun-21-12 | Telephone call with Christine Kurtz | 0.20 | DJK |
| | Memo to File | 0.50 | DJK |
| Jun-25-12 | Preparation and revision of Memorandum to Dennis re: Wright-Pierce's June 4, 2012 Memorandum | 0.90 | HAP |
| | Review of Memorandum from Christine Kurtz and consideration of issues | 0.70 | HAP |
| Jun-26-12 | Correspondence to Wright - Pierce re document request | 0.20 | DJK |

| | | | |
|-----------|--|------|-----|
| | Review List of Potential Arbitrators/Review Resumes/Correspondence to First Selectman/Public Works Director and Commission re List of Arbitrators | 1.50 | DJK |
| | Telephone conference with Al Samor; Review of documents and miscellaneous related matters | 1.40 | HAP |
| Jun-27-12 | Correspondence from Robinson & Cole | 0.20 | DJK |
| | Drafting Supplemental Application For Injunction | 1.50 | DJK |
| Jun-28-12 | Correspondence to AAA re List of Arbitrators | 0.50 | DJK |
| Jun-29-12 | Review of Greater New Haven WPCA Bylaws as to items to consider when forming new entity and drafting its bylaws, etc.; Preparation and revision of Memorandum as to foregoing; Review of following documents as to claims and relief, including injunction and breach of Contract (actual and anticipatory and alleged defenses, etc. re: same): Bridgeport WPCA correspondence as to user rates and billing same, Arbitration Complaint, Agreement dated March 25, 1998, Motion to Dismiss Arbitration Complaint, Objection to Motion to Dismiss, Application for Injunctive Relief, Operations Agreement dated March 27, 1997 and 2 Amendments thereto; Consideration of issues and preparation and revision of Memorandum as to foregoing | 6.60 | HAP |
| Jul-02-12 | Review Application for Injunctive relief | 0.40 | AM |
| | Correspondence from Joe Solemene re Affidavit | 0.10 | DJK |
| | Drafting Affidavit of Public Works Director re Application For Injunction | 1.50 | DJK |
| | Correspondence to Public Works Director | 0.10 | DJK |
| | Finalize Supplemental Application For Injunctive Relief | 0.80 | EVW |
| | Review of and preparation and revision of Memos and miscellaneous related matters | 1.00 | HAP |
| Jul-03-12 | Finalize Supplemental Application For Injunction | 1.50 | DJK |
| | Correspondence to AAA, Attorney Heath and Attorney Hugg | 0.20 | DJK |
| Jul-10-12 | Correspondence from AAA | 0.10 | DJK |

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|-----------|---|------|-----|
| | Correspondence to/from Public Works Director re Arbitrator | 0.20 | DJK |
| | Correspondence to Public Works Director/W & P re Meeting | 0.10 | DJK |
| Jul-11-12 | Correspondence to AAA re Arbitrator Appointment | 0.10 | DJK |
| Jul-12-12 | Meeting with HAP | 0.30 | DJK |
| | Review objection to Application For Injunction | 0.50 | DJK |
| | Memo to EVW & DLC re objection | 0.10 | DJK |
| | Review W & P 2nd Memo re CSO/Review Bridgeport Document Request | 1.00 | DJK |
| Jul-13-12 | Meeting with John Marsillio/Wright & Pierce | 2.00 | DJK |
| | 2 telephone conferences with Victor Bolden re: agreement between New Haven and a constituent town | 0.50 | HAP |
| Jul-18-12 | Review HAP memo re: strict compliance | 0.20 | DLC |
| Jul-23-12 | Review 7-25B re designating a WPCA as collection agent | 0.50 | DJK |
| | Telephone conference with Ed Sheehy and conference with Dennis Kokenos | 0.60 | HAP |
| Jul-24-12 | Correspondence from AAA/Review Arbitrator Disclosures/E-mail Correspondence to AAA | 0.50 | DJK |
| Jul-25-12 | Review opposition memorandum and comment on the same for DJK review | 1.30 | DLC |
| Jul-26-12 | Memo to file re meeting with client | 0.40 | DJK |
| | Correspondence to Rob Russo re Document Request | 0.20 | DJK |
| | Correspondence to Maria Pires/Joe Solemone re Document Request | 0.20 | DJK |
| | Memo to File re WPCA Meeting 7/25/12 Removing Paving and Application For Payments | 0.70 | DJK |
| | E-mail correspondence to Christine Kurtz/Mike Giggy/John Marsillio/Henry Perles re update | 0.50 | DJK |

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| Aug-01-12 | Review Objection to Appointment of Arbitrator | 0.30 | DJK |
| | Drafting Reply to Objection To Arbitrator | 0.70 | DJK |
| Aug-02-12 | Drafting Reply to Objection To Appointment of Arbitrator | 3.00 | DJK |
| | Conference with DJK re: objection to arbitration; review draft brief | 0.40 | DLC |
| | Review of following documents: Asset Purchase Agreement re: Greater New Haven WPCA and following related thereto: Assumption Agreement, Transition Services Agreement and Cost Sharing Agreement and preparation and revision of 2 memos re: same and legal and business issues re: Trumbull/Bridgeport transaction | 6.90 | HAP |
| Aug-03-12 | Correspondence to Public Works Director | 0.10 | DJK |
| | Finalize Reply to objection to Appointment of Arbitrator | 0.50 | DJK |
| | E-mail correspondence to AAA/Attorney Hug/Attorney Heath re Filing of Reply | 0.20 | DJK |
| | Telephone call with Attorney Hug re Arbitrator selection | 0.30 | DJK |
| Aug-06-12 | Correspondence to Attorney Hug re Pepe Conflict | 0.30 | DJK |
| | Review of and preparation and revision of 2 Memos and documents re: same | 3.10 | HAP |
| Aug-07-12 | Review of and preparation and revision of 2 memos and documents re: same | 2.80 | HAP |
| Aug-08-12 | Review of and preparation and revision of 2 Memos | 1.70 | HAP |
| Aug-09-12 | Correspondence to AAA re scheduling order for Reply To Removal - Lou Pepe | 0.20 | DJK |
| | Review of and preparation and revision of 2 Memos | 1.40 | HAP |
| Aug-10-12 | Telephone call with Diane Whitney; Review of ELUR A-Z Survey requirements; and review of and preparation and revision of correspondence and Memo especially as to those survey requirements and MRM | 1.80 | HAP |
| Aug-12-12 | Review New Haven Region Contract/Review HAP memo re Contract Issues | 2.00 | DJK |

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| Aug-13-12 | Drafting Sur-reply to objection to Lou Pepe as Arbitrator | 3.50 | DJK |
| | Review FOI Response/Motion To Dismiss | 0.50 | DJK |
| | Finalize Sur-reply to objection to Arbitrator | 0.50 | DJK |
| | E-mail/File Sur-reply with AAA/E-mail correspondence to Attorney Hug and Heath | 0.50 | DJK |
| | Telephone call with Diane Whitney and miscellaneous related matters | 1.20 | HAP |
| Aug-14-12 | Correspondence from/to Attorney Russo re next meeting | 0.20 | DJK |
| | Prepare memorandum re: FOIA appeal by City WPCA | 0.60 | EVW |
| Aug-15-12 | Preparation and revision of Memo | 1.40 | HAP |
| Aug-16-12 | Preparation and revision of Memo | 1.30 | HAP |
| Aug-17-12 | Re-Draft Memorandum concerning appeal by Bridgeport WPCA | 1.30 | EVW |
| | Research FOIA issue WPCA Bridgeport | 0.50 | EVW |
| | Review of correspondence from Diane Whitney re search, documents and telephone conversation with her re same; preparation and revision of Memo | 0.90 | HAP |
| Aug-20-12 | Review FOI Response/Draft FOI Response | 0.70 | DJK |
| | Review 3rd Memo from Wright Pierce | 1.00 | DJK |
| | Meeting with HAP/John Marsillio and Wright Pierce | 1.50 | DJK |
| | Review/Revise Memo to Russo/Malley re: potential regionalization | 1.50 | DJK |
| | Memo to File re Tax Ramifications of Sale of WPCA assets | 0.20 | DJK |
| | Conference with Mike Giggey, Christie Kurtz, John Marsilio and D. Kokenos; Preparation for that meeting, including 2nd and 3rd memos prepared by Mike and Christine and conference with D. Kokenos | 2.90 | HAP |
| Aug-21-12 | Meeting with HAP/Revise Memo to Rob Russo and Ed Maley | 0.50 | DJK |

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| | Preparation and revision of documents, correspondence and miscellaneous related matters and 2 conferences with D. Kokenos | 2.70 | HAP |
| Aug-22-12 | Meeting with HAP/Rob Russo/Ed Maley/Chris Hugg | 1.50 | DJK |
| | Conference with HAP | 0.20 | DJK |
| | Telephone call to First Selectman | 0.10 | DJK |
| | Meeting with First Selectman/Public Works Director/Teleconference with Commissioner Lynch | 1.00 | DJK |
| | Finalize/Re-Draft Memorandum Re: Appeal by the WPCA to FOIA | 2.50 | EVW |
| | E-mail Tim Herbst re: Memorandum | 0.20 | EVW |
| | Correspondence Freedom of Information Commission re: Filing Memorandum | 0.30 | EVW |
| | Prepare Appearance FOIC | 0.30 | EVW |
| | Email Bill Robinson WPCA re: Memorandum FOIA Request | 0.20 | EVW |
| | Research issues involving FOIA request for database | 0.60 | EVW |
| | Conference with Rob Russo, Ed Maley, Chris Hug and D. Kokenos and conference with D. Kokenos and preparation and revision of Memorandum and miscellaneous related matters | 3.20 | HAP |
| Aug-23-12 | Drafting e-mail correspondence to Ed Maley/Rob Russo/Chris Hugg | 0.70 | DJK |
| | Finalize e-mail to Ed Maley/Rob Russo/Chris Hugg | 0.50 | DJK |
| | E-mail correspondence to First Selectman/Commissioner/John Marsillio | 0.30 | DJK |
| | E-mail Tim Herbst re: status | 0.30 | EVW |
| | Telephone call Suzanne Burr Monaco re: Affidavit | 0.20 | EVW |

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| | Prepare Affidavit for Suzanne Burr Monaco to execute | 1.10 | EVW |
| | Meet with Suzanne Burr Monaco re: Affidavit | 0.50 | EVW |
| | Research Trumbull Regionalization Order Pendente Lite | 0.80 | EVW |
| | E-mail Dennis Kokenos re: obtaining electronic data base of WPCA users | 0.10 | EVW |
| | Meeting re: strategy Trumbull Regionalization | 0.30 | EVW |
| | Preparation and revision of correspondence to Rob Russo, Ed Maley and Chris Hug and conference with D. Kokenos re: same and miscellaneous related including strategy and review of correspondence to D. Kokenos et als from Ed Maley | 3.40 | HAP |
| Aug-24-12 | Conference with D. Kokenos re: correspondence to him from Ed Maley and various issues, including amount Trumbull bills and collects (i.e. including 13 1/2%, actual, etc.) and pays Bridgeport, suspension of arbitration/litigation, accrual rate and Trumbull and strategy re: arbitration/litigation | 0.90 | DJK |
| | Telephone call with John Marsillio/Joe Solomene | 0.20 | DJK |
| Aug-27-12 | Meeting with John Marsillio/Maria Pires/Joe Solomone | 1.50 | DJK |
| | Telephone call to Attorney Russo | 0.20 | DJK |
| | Meeting with DLC re Ex Parte Injunction | 0.30 | DJK |
| | Miscellaneous related matters, including preparation and revision of list of alternatives including regionalization with Bridgeport, New Haven and Stratford, owning facility and series of interim contracts and consideration of issues with D. Kokenos | 1.30 | HAP |
| Aug-28-12 | Correspondence to Attorney Russo/Attorney Malley re meeting | 0.10 | DJK |
| | Correspondence to AAA re Injunction/Appointment of Arbitrator | 0.20 | DJK |
| | Correspondence to Attorney Hugg | 0.20 | DJK |
| Aug-29-12 | Meeting with John Marsillio/Rob Russo/Ed Malley | 2.00 | DJK |

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| | 2 Conferences with D. Kokenos and miscellaneous related matters | 0.80 | HAP |
| Sep-04-12 | Correspondence to/from Attorney Russo | 0.20 | DJK |
| Sep-05-12 | Review Disclosures of Attorney Kaplan | 0.20 | DJK |
| Sep-06-12 | Telephone call with Commissioner Lynch | 0.20 | DJK |
| Sep-07-12 | Telephone call with Rob Russo/Ed Malley | 0.30 | DJK |
| | Telephone call with John Marsillio | 0.20 | DJK |
| | Conference with Dennis Kokenos and preparation and revision of Standstill Agreement and related requests, etc. | 1.90 | HAP |
| Sep-10-12 | Review/Revise Interim Rate Agreement | 2.00 | DJK |
| | Conference with HAP re Modifications to Proposed Interim Agreement | 0.50 | DJK |
| | Re-draft/Revise Interim Agreement | 1.50 | DJK |
| | Correspondence to Attorney Malley re Revised Interim Agreement | 0.10 | DJK |
| Sep-12-12 | Correspondence to Attorney Malley and Attorney Russo | 0.20 | DJK |
| | Review of and preparation and revision of Standstill Agreement and conference with D. Kokenos re: same | 1.40 | HAP |
| Sep-13-12 | Preparation and revision of 6 month Standstill Agreement and conference with D. Kokenos re: same | 0.90 | HAP |
| Sep-14-12 | Correspondence to John Marsillio re W & P Correspondence | 0.20 | DJK |
| | Correspondence to John Marsillio | 0.10 | DJK |
| | Telephone call from/to Russo re Interim Agreement | 0.10 | DJK |
| | Conference with D. Kokenos as to response to Bridgeport's most recent draft/revisions of 6 month Standstill Agreement | 0.40 | HAP |
| Sep-18-12 | Review of and preparation and revision of Standstill Agreement and conference with D. Kokenos re: same | 0.90 | HAP |

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| Sep-19-12 | Review/Revise Interim Agreement | 1.00 | DJK |
| | Correspondence to Attorney Russo and Attorney Malloy | 0.20 | DJK |
| | Preparation and revision of Standstill Agreement and conference with Dennis Kokenos and miscellaneous related matters | 1.20 | HAP |
| Sep-20-12 | 2 Conferences with D. Kokenos and consideration of issues re: same | 1.20 | HAP |
| Sep-21-12 | 2 extended telephone conferences with Ed Maley re: Standstill Agreement, mediation, context of his statement of interest in 20 year agreement and miscellaneous related matters and consideration of issues | 1.80 | HAP |
| Sep-24-12 | Telephone conference with Chris Hug regarding Standstill Agreement; Telephone conference with Chris, Ed Maley and Rob Russo as to Standstill Agreement, mediation and context of Ed's statement of interest in 20 year agreement and consideration of 9/26 WPCA meeting | 1.80 | HAP |
| Sep-25-12 | Preparation and revision of Standstill Agreement and correspondence to Chris Hug, Ed Maley and Rob Russo re: same; Telephone conference with Dennis Kokenos re: 9/24 telephone conference with Chris, Ed and Rob and miscellaneous related matters including review of correspondence to H. Perles and telephone conference with Chris re: revised Standstill Agreement | 1.90 | HAP |
| Sep-26-12 | Telephone conference with Joyce, Clerk of WPCA re: meeting; Consideration of issues re: notice on WPCA website of meeting agenda and whether to proceed with meeting; Conference with Darin Callahan and Ed Walsh re: meeting and miscellaneous related matters | 1.30 | HAP |
| Sep-27-12 | Correspondence from Robinson & Cole | 0.10 | DJK |
| | Correspondence to AAA re 3rd Party Neutral Appointment | 0.20 | DJK |
| | Conference with D. Kokenos re: conversations and agreement as to Standstill Agreement in his absence and 3 Telephone conferences with Ed Maley, Chris Hub and Rob Russo | 0.90 | HAP |
| Oct-01-12 | Researched power to referendum | 1.80 | AM |
| | Attendance at Mediation with First Selectman/Public Works Director/Dan Nelson and Judge Stapleton | 5.00 | DJK |

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| | Meeting with HAP | 0.50 | DJK |
| | 2 Conferences with D. Kokenos and consideration of issues | 1.30 | HAP |
| Oct-02-12 | Continued referendum research | 1.20 | AM |
| | Attendance at WPCA meeting | 2.60 | HAP |
| Oct-03-12 | Correspondence to First Selectman re Final Execution | 0.20 | DJK |
| | Correspondence to Bridgeport Attorneys re Execution of Standstill Agreement | 0.10 | DJK |
| | Review General Statutes re Formation/Powers of Regional Authority | 1.50 | DJK |
| | Review General Statutes/Legal Research re Referendum | 0.50 | DJK |
| Oct-04-12 | Regionalization research | 0.50 | AM |
| | Researched regionalization and referendum | 2.60 | AM |
| | Legal research re: regionalization and referendum | 2.60 | AM |
| | Review Malcolm Perne Report | 0.80 | DJK |
| | Telephone call with John Marsillio | 0.30 | DJK |
| | Telephone call with Blum Shapiro re potential representation as expert | 0.20 | DJK |
| | Conference with HAP | 0.20 | DJK |
| Oct-05-12 | Telephone call with W & P | 0.50 | DJK |
| | Telephone call with John Marsillio | 0.20 | DJK |
| | E-mail correspondence to Rob Russo | 0.10 | DJK |
| Oct-08-12 | Review New Haven Agreement/Outline Potential Regionalization Agreement | 3.50 | DJK |
| Oct-09-12 | Correspondence from/to Attorney Russo | 0.50 | DJK |

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| | Correspondence to W & P re CSO and Cap Improvement/Analysis of Malcolm Pirnis report | 0.50 | DJK |
| | Telephone call with John Marsillio | 0.10 | DJK |
| | Correspondence from First Selectman | 0.10 | DJK |
| | Correspondence to Rob Russo re Operator RFP : Contract | 0.10 | DJK |
| | Correspondence from Attorney Russo re Operator RFP | 0.10 | DJK |
| | Review City of Bridgeport Website and Bdsync re operator RFP/Review RFP | 0.50 | DJK |
| | E-mail correspondence to Attorney Russo re operator RFP | 0.10 | DJK |
| Oct-10-12 | Telephone call with John Marsillio | 0.30 | DJK |
| | E-mail correspondence from Wright Pierce | 0.10 | DJK |
| | Legal Research re RFP FOI Exemption | 0.50 | DJK |
| | Correspondence to Attorney Russo re Response to RFP of WPCA operator | 0.50 | DJK |
| | Telephone call with Rob Russo | 0.20 | DJK |
| | Drafting outline re Contract Issues and Task needed re Regional Authority | 2.00 | DJK |
| Oct-11-12 | Finalize outline re Contract Issues | 1.00 | DJK |
| Oct-12-12 | Meeting with W & P and John Marsillio | 1.50 | DJK |
| | Meeting with First Selectman, John Marsillio, and GNHWPCA in New Haven | 2.50 | DJK |
| Oct-15-12 | Meeting with Public Works Director | 0.70 | DJK |
| Oct-18-12 | Conference with D. Kokenos | 0.50 | HAP |
| Oct-19-12 | Correspondence from Robinson & Cole | 0.10 | DJK |
| | Meeting with HAP re status update and course of action | 1.00 | DJK |

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| Oct-23-12 | Correspondence from/to Attorney Santoro | 0.30 | DJK |
| | Telephone call to Attorney Russo | 0.10 | DJK |
| Oct-25-12 | Review proposed Regionalization Agreement/Compare and contrast omissions from New Haven Region Agreement | 3.50 | DJK |
| Oct-26-12 | Review of proposed Asset Purchase Agreement; Consideration of issues especially governance and preparation and revision of documents, including Asset Purchase Agreement Comments and Bylaws of new entity (i.e. Greater Bridgeport Regional WPCA) | 4.30 | HAP |
| Oct-29-12 | Review of Asset Purchase Agreement draft prepared by Glenn Santoro and preparation and revision of that draft | 3.90 | HAP |
| Oct-30-12 | Review New Haven Plan of Operation/Review Proposed Purchase & Sale Agreement/Bylaws | 2.50 | DJK |
| | Telephone conference with Dennis Kokenos and preparation and revision of proposed Bylaws as to GBRWPCA and ordinance re: matter and review of CGS as to those Bylaws | 3.80 | HAP |
| Nov-01-12 | Review plan of operations/proposed by laws | 1.50 | DJK |
| | Review of statutes and further consideration of Asset Purchase Agreement, Bylaws Ordinance, etc. and preparation and revision of checklist, etc. | 2.60 | HAP |
| Nov-02-12 | Meeting with HAT re: asset purchase agreement and by laws revisions | 2.00 | DJK |
| | E-mail correspondence to Greg Santoro | 0.20 | DJK |
| | Conference with Dennis Kokenos re: Asset Purchase Agreement, Bylaws, Ordinance Statutes, primary issues and miscellaneous related matters and further consideration of issues | 3.50 | HAP |
| Nov-03-12 | Preparation and revision of Memorandum re: primary issues | 2.30 | HAP |
| Nov-05-12 | Meeting with HAP. Telephone call with Public Works Director | 0.30 | DJK |
| | Meeting with HAP and Attorney Perles | 1.50 | DJK |
| | E-mail correspondence to/from Attorney Santoro | 0.20 | DJK |

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| Nov-06-12 | Correspondence to Glen Santoro/Rob Russo/Ed Maley re: Conference call | 0.20 | DJK |
| | Correspondence from Dmitri Paris re: 61 Booth Hill Road | 0.30 | DJK |
| | Telephone call with John Marsilio re: 101 Booth Hill Road | 0.10 | DJK |
| | Drafting inventory: Hold Harmless re: 61 Booth Hill Road | 1.00 | DJK |
| | E-mail correspondence to Dmitri Paris re: 61 Booth Hill Road | 0.20 | DJK |
| | Telephone call with Joe Fasi re: regionalization bond issues | 0.30 | DJK |
| Nov-08-12 | Conference call with HAP, Attorney Santoro, Attorney Russo and Attorney Maley | 1.00 | DJK |
| | Correspondence to W & P re: meeting. Call to John Marsillio | 0.20 | DJK |
| | 2 Conferences with Dennis Kokenos; Consideration of issues and telephone conference with Glenn Santoro, Ed Maley, Rob Russo and Dennis Kokenos | 2.60 | HAP |
| Nov-09-12 | Telephone call with John Marsillio | 0.20 | DJK |
| | Telephone call with First Selectman | 0.10 | DJK |
| | Meeting with HAP | 0.50 | DJK |
| | Conference with Dennis Kokenos; Consideration of issues and preparation and revision of correspondence to Glenn Santoro, et als from Dennis Kokenos and red-lined version of Asset Purchase Agreement (11/9, 10 and 11) | 10.80 | HAP |
| Nov-12-12 | Correspondence to First Selectman and Public Works Director | 0.80 | DJK |
| | Correspondence from/to First Selectman | 0.10 | DJK |
| | Review/revise correspondence to Glenn Santoro | 0.80 | DJK |
| | Conference with RJN re: board member make-up | 0.20 | DJK |
| | Reivew of and preparation and revision of correspondence and documents; 3 Telephone conferences with Dennis | 3.70 | HAP |

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| | Kokenos; Consideration of issues and miscellaneous related matters | | |
| Nov-13-12 | Drafting correspondence to Attorney Santoro, Russo and Moley | 1.50 | DJK |
| | Email correspondence/memo to Attorney Perles | 0.10 | DJK |
| | Meeting with HAP re: correspondence to Santoro, Malley & Russo | 0.30 | DJK |
| | Revise correspondence to Santoro, Malley & Russo. | 0.50 | DJK |
| | Correspondence to First Selectman and Public Works Director | 0.20 | DJK |
| | Review of and preparation and revision of correspondence and documents - including various drafts by H. Perles and Dennis Kokenos, 2 conferences with Dennis Kokenos and consideration of issues | 2.80 | HAP |
| Nov-14-12 | Finalize correspondence to Bpt Attorney's. Review HAP redline version of asset purchase agreement | 2.00 | DJK |
| | Email correspondence to Attorney Russo, Attorney Maley and Attorney Santoro | 0.20 | DJK |
| | Review of and preparation and revision of correspondence and documents re: major issues; 2 Conferences with Dennis Kokenos and consideration of issues | 2.70 | HAP |
| Nov-15-12 | Consideration of issues; Organization of file and documents; 2 conferences with Dennis Kokenos and miscellaneous related matters | 3.60 | HAP |
| Nov-16-12 | Telephone call from Attorney Russo | 0.40 | DJK |
| | Conference with HAP. Telephone call with Public Works Director | 0.30 | DJK |
| | Conference with Dennis Kokenos and review of documents and Memorandum | 2.30 | HAP |
| Nov-18-12 | Review all correspondence, expert analysis, memos re: reorganization of file and potential CUTPA claims/claims in arbitration | 1.50 | DJK |
| Nov-19-12 | Legal research re: charging payers for storm drain improvements | 1.00 | DJK |

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| | Review Trumbull financial's | 0.70 | DJK |
| | Telephone call with Director of Finance | 0.20 | DJK |
| | Correspondence to Wright Pierce | 0.10 | DJK |
| | Consideration of issues | 0.80 | HAP |
| Nov-20-12 | 2 Conferences with Dennis Kokenos and consideration of issues | 1.40 | HAP |
| Nov-21-12 | Correspondence from Malcolm Pirnic. Correspondence to Wright Pierce | 0.20 | DJK |
| | Correspondence to/from Attorney Russo | 0.10 | DJK |
| | 3 Conferences with Dennis Kokenos and consideration of issues | 1.90 | HAP |
| Nov-26-12 | Correspondence from Christine Kurtz | 0.20 | DJK |
| | Correspondence to Christine Kurtz | 0.20 | DJK |
| | Correspondence to Attorney Russo | 0.40 | DJK |
| | 2 Conferences with Dennis Kokenos and consideration of issues | 1.20 | HAP |
| Nov-27-12 | 2 Conferences with Dennis Kokenos and miscellaneous related matters | 1.50 | HAP |
| Nov-28-12 | Review of correspondence to Rob Russo from Dennis Kokenos and conference with him re: same | 0.80 | HAP |
| Dec-03-12 | Telephone call with Rob Russo | 0.10 | DJK |
| | Correspondence to First Selectman and Public Works Director | 0.10 | DJK |
| | 2 Conferences with Dennis Kokenos and consideration of issues | 1.30 | HAP |
| Dec-06-12 | Correspondence from/to Attorney Russo | 0.20 | DJK |
| | telephone call to/from First Selectman's office. Correspondence from/to Attorney Russo. Correspondence from/to First Selectman re: rescheduling of mediation | 0.30 | DJK |

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| | Correspondence to Attorney Russo | 0.10 | DJK |
| | Correspondence to Rob Russo and Ed Maley | 0.20 | DJK |
| | Correspondence from/to Director of Finance | 0.10 | DJK |
| | Correspondence to Rob Russo re: production | 0.20 | DJK |
| | Telephone call with Christine Kurtz | 0.20 | DJK |
| Dec-07-12 | Correspondence from W&P re: production request | 0.10 | DJK |
| Dec-11-12 | Telephone call with Christine Kurtz | 0.10 | DJK |
| | review Wright and Pierce memo dated 12-10-12 | 0.50 | DJK |
| | Conference with Ed Maley, Rob Russo and Dennis Kokenos and preparation for same, including conference with Dennis etc. | 4.60 | HAP |
| Dec-12-12 | Meeting with Attorney Malley, Attorney Russo and Attorney Perles in Fairfield | 2.00 | DJK |
| | Telephone call with Christin Kurtz and mike Giggy | 0.30 | DJK |
| | Telephone call with Public Works Director | 0.10 | DJK |
| | Email correspondence to Christin Kurtz, Mike Giggy and John Marsillio | 0.50 | DJK |
| | Telephone call with First Selectman | 0.20 | DJK |
| Dec-13-12 | Telephone call with Maria Pires re: document production | 0.80 | DJK |
| | Email correspondence to Christin Kurtz | 0.10 | DJK |
| | Email correspondence from/to Rob Russo | 0.10 | DJK |
| | Prepare document request response. Email to Frank Smerglio and Joe Solemene re: document request | 1.00 | DJK |
| Dec-14-12 | Telephone call with Public Works Director | 0.20 | DJK |
| | Correspondence to Wright & Pierce re: document production | 0.50 | DJK |

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| | Correspondence to/from Attorney Russo re: document meeting | 0.20 | DJK |
| | Telephone call with Attorney Russo | 0.10 | DJK |
| Dec-17-12 | Meeting with Joe Solemene and Frank Smeriglio re: document production | 0.50 | DJK |
| | Update/review document production by Joe Solemene | 1.00 | DJK |
| | Email correspondence to W & P re: document production | 0.10 | DJK |
| Dec-19-12 | Correspondence to Wright & Pierce re: document request | 0.20 | DJK |
| | Telephone call with Tax Collector re: collection rates information | 0.20 | DJK |
| | Review Wright & Pierce memo draft re: future consumption | 0.50 | DJK |
| | Review J/I study prior to production. Telephone call with John Marsillio re: production | 0.70 | DJK |
| | Telephone call with Maria Pires | 0.20 | DJK |
| | Review and compile additional document request from director of finance. Update document request spreadsheet | 2.50 | DJK |
| | Correspondence from Tax Collector re: collection rates for Bridgeport document request | 0.30 | DJK |
| | Review drat audit for production. Organize, review and copy all production material for city of Bridgeport document request. Finalize document production worksheet. Preparation for meeting. | 3.50 | DJK |
| Dec-20-12 | Meeting with City of Bridgeport , Arcadis and W&P | 4.00 | DJK |
| | Email correspondence to W&P, John Marsillio and First Selectman re: update of sewer meeting with Bridgeport | 1.00 | DJK |
| Dec-21-12 | Correspondence to Public Works Director and First Selectman | 0.30 | DJK |
| Dec-26-12 | Review W&P memo re: 12/20/12 meeting | 0.50 | DJK |
| | Email correspondence to both teams re: W&P memo and course of action | 0.50 | DJK |

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| | Correspondence to Attorney Russo and Maley re: FOI hearing | 0.20 | DJK |
| Dec-27-12 | Correspondence to Bridgeport Attorneys re: FOI continuance | 0.20 | DJK |
| | Telephone call to FOI | 0.10 | DJK |
| | Review file re: FOIA hearing | 0.40 | EVW |
| | Prepare letter to FIOA re: continuance hearing | 0.30 | EVW |
| | Email John Casey re: continuance request | 0.30 | EVW |
| | Meeting with Dennis Kokenos re: hearing and continuance | 0.30 | EVW |
| | Totals | 319.00 | \$70,072.00 |
| | Total Fee & Disbursements | | \$70,072.00 |
| | Previous Balance | | 6,420.00 |
| | Previous Payments | | 6,420.00 |
| | Balance Now Due | | \$70,072.00 |

TIMEKEEPER SUMMARY

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| AM | 9.10 | \$1,820.00 |
| DJK | 156.70 | \$31,385.00 |
| DLC | 10.40 | \$2,068.00 |
| EVW | 11.90 | \$2,975.00 |
| HAP | 130.90 | \$31,824.00 |

OWENS, SCHINE & NICOLA, P.C.

ATTORNEYS AND COUNSELORS AT LAW

Founded 1928

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* Also admitted in New York

** Also admitted in New York and Massachusetts

RETAINER AGREEMENT

CLIENT: Town of Trumbull, Water Pollution Control Authority

DATE: January 16, 2013

FILE & MATTER NO: Robert S. Von Stein v. Town of Trumbull W.P.C.A.

This Retainer Agreement sets forth the agreement between us, Owens, Schine & Nicola, P.C., and the Town of Trumbull, WPCA, (Hereinafter 'WPCA') concerning the matter referenced above.

1. The WPCA has agreed to pay us \$ 0.00 as an initial retainer in this matter. Owens, Schine & Nicola, P.C. shall be retained to represent the WPCA in the lawsuit filed by Robert S. Von Stein regarding his sewer assessment. Nothing in this agreement requires Owens, Schine & Nicola, P.C. to bring an appeal on behalf of the WPCA or defend an appeal taken by another party. Representation on such appeals may occur only if the WPCA and the firm agree to do so in writing.

2. Owens, Schine & Nicola, P.C.'s fee is based upon the amount of time we devote to the WPCA's case. Other professionals in this office will likely perform services on the WPCA's case other than the specific attorney retained. We use a "team approach" with one lead attorney. Owens, Schine & Nicola, P.C. will use our best judgment to determine the most economical use of its attorneys and staff personnel. Billed time includes all time spent on the WPCA's case including conferences, telephone calls, pretrial discovery of data, arbitration preparation, drafting of documents, correspondence and pleadings, negotiations, legal research, arbitration time and travel to and from locations away from our office. The WPCA is not billed for secretarial time, but there is a charge for the time of our legal assistants.

3. OWENS, SCHINE & NICOLA, P.C. DO NOT REPRESENT CLIENTS ON A FIXED FEE BASIS. Any figures Owens, Schine & Nicola, P.C. quotes the WPCA concerning the total costs of our services are merely estimates. Any numbers mentioned to the WPCA are mere estimates of possible ranges based on anticipated occurrences; they cannot be relied upon as an estimate of the WPCA's total fee and cost exposure.

4. The WPCA will receive an itemized bill on a regular periodic basis. It is based upon hourly rates presently ranging from \$125 to \$335 per hour for legal assistant, law clerk, and attorney time. Current rates are as follows:

| | |
|------------------|----------------------|
| Senior Attorneys | \$350.00 |
| Associates | \$250.00 to \$325.00 |
| Paralegals | \$135.00 |
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As a professional courtesy, the above rates have been discounted as follows:

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|------------------|-----------|
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5. **In addition, the WPCA will be responsible for all costs which we may incur on its behalf.** These costs include filing fees, service of process fees, depositions, appraisals, witness fees and fees for accountants, counselors, other experts and other costs. We will discuss retention of experts with WPCA prior to their retention. By this agreement the WPCA is appointing us as its agent to make the expenditures and retain such experts for such amounts as we determine to be in its best interest in our representation of the WPCA. Owens, Schine & Nicola, P.C. may advance these costs or it may, at its discretion, require the WPCA to deposit sufficient sums with us before the fee is paid or the expert is retained. The WPCA may be required to pay any expert directly. Experts, who are retained, whether by Owens, Schine & Nicola, P.C. on WPCA behalf or directly by the WPCA, frequently bill us for their services. An attorney may be ethically required to pay experts who render services in a case. Owens, Schine & Nicola, P.C., therefore, will pay all expert's bills upon receipt of cash or other liquid assets as part of settlement or final resolution of the WPCA's case, unless the WPCA directs otherwise in writing. If Owens, Schine & Nicola, P.C. is forced to pay an expert on the WPCA's behalf, the WPCA will reimburse this firm in total for that payment.

The WPCA also hereby authorized Owens, Schine & Nicola, P.C. to hire outside legal counsel if circumstances change which require the services of more specialized counsel. We will discuss retention of outside counsel with WPCA prior to their retention. The WPCA will be solely responsible for any and all fees, costs and expenses of such counsel and such fees, costs and expenses shall be billed directly to the WPCA by the retained counsel. If Owens, Schine & Nicola, P.C. is forced to pay the retained counsel on the WPCA's behalf, the WPCA will reimburse this firm in total for that payment.

6. The WPCA will receive a periodic bill from us, usually monthly, itemizing the time and costs charged to WPCA's account for that period. The itemization includes only brief references to our activity on the matter; Owens, Schine & Nicola, P.C. does not itemize all specific services rendered on a particular date. WPCA must contact us in writing within 30 days of receipt of its periodic bill if it has a question or complaint regarding any charges on the statement. If we do not hear from WPCA, we will assume that there are no questions or problems.

7. All balances on WPCA account are due 25 days after the date of the statement. If WPCA does not pay the account when due, we have the right at our discretion to withdraw from WPCA's case. Interest at the legal rate is owing on unpaid balances, computed from the due date. The monthly billing statement we render must be paid in full. If WPCA are unable to pay a particular statement in full, it is imperative that WPCA contact us immediately upon receipt of the statement. In all events, a monthly payment on the account will be required. In the event an agreement is not reached or payment is not received when due, we retain the right to withdraw as counsel.

8. We also have the right, at our discretion, to withdraw from the WPCA's case if it has misrepresented or failed to disclose material facts to us, if WPCA failed to follow our advice or cooperate or for any other valid reason. Likewise, WPCA may discharge us at any time for any reason. WPCA will be required to pay WPCA's bill in full before we are obligated to turn over the file(s) and other information to WPCA or substitute counsel. The WPCA also agree to pay for the time expended and the costs incurred if we must proceed to court to obtain permission to withdraw.

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10. Should WPCA receive any cash property settlements as part of WPCA's case, WPCA agree to have these monies deposited into our trust account. The WPCA give us the authority to pay any balance due us out of these monies before transferring the balance to WPCA, unless otherwise agreed prior to receipt of these funds. We are to

be paid in full on or before transfer of any property to WPCA.

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13. This agreement contains all of the terms of our financial arrangements with WPCA and can be modified by a written document signed by both parties.

14. WPCA acknowledges receiving a duly executed duplicate original of this agreement.

15. Pursuant to firm policy, all client files will be automatically destroyed without notice six (6) years after the completion of the matter unless the firm receives a written request for the file from the client at least thirty (30) days prior to the scheduled destruction date. All requests for files must be addressed and forwarded to the firm's Administrator.

PLEASE NOTE: This is a legal, binding contract between the WPCA and Owens, Schine & Nicola, P.C.. Before signing it, please read it carefully and be sure the WPCA understand all of the contents.

OWENS, SCHINE & NICOLA, P.C.

BY _____

READ, APPROVED AND ACCEPTED
WPCA

BY _____

PRINT:

ITS:

Date

Owens, Schine & Nicola, P.C. complies with Public Act No. 08-167

OWENS, SCHINE & NICOLA, P.C.

ATTORNEYS AND COUNSELORS AT LAW

Founded 1928

HOWARD T. OWENS (1926-1986)
EDWARD SCHINE (1928-1983)

799 SILVER LANE
P.O. BOX 753
TRUMBULL, CONNECTICUT 06611-0753

TELEPHONE (203)375-0600
FACSIMILE (203)375-5003
WWW.OSN-PC.COM

DARIN L. CALLAHAN
DANIEL F. CARUSO
ANTHONY M. GUERRERA
DENNIS J. KOKENOS
ROBERT J. NICOLA
HENRY A. PERLES *
JOSEPH A. SICILIANO
EDWARD V. WALSH**

FAIRFIELD OFFICE
53 SHERMAN STREET
FAIRFIELD, CONNECTICUT 06824

EMAIL: DJK@OSN-PC.COM
SENDERS EXT. : 3002

* Also admitted in New York

** Also admitted in New York and Massachusetts

RETAINER AGREEMENT

CLIENT: Town of Trumbull, Water Pollution Control Authority

DATE: January 16, 2013

FILE & MATTER NO: Matthew Mihaly v. Town of Trumbull W.P.C.A.

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OWENS, SCHINE & NICOLA, P.C.

BY _____

READ, APPROVED AND ACCEPTED
WPCA

BY _____

PRINT:

ITS:

Date

Owens, Schine & Nicola, P.C. complies with Public Act No. 08-167

RECEIVED

JAN 09 2013

Water Pollution
Control Authority

By _____

URY & MOSKOW, L.L.C.

883 Black Rock Turnpike
Fairfield, CT 06825

Ph:(203) 610-6393

Fax:(203) 610-6399

Town of Trumbull

Jan 09, 2013

Owens Shine & Nicola
799 Silver Lane
Trumbull, CT 06611

Attention: Robert Nicola

File #: 10408

Inv #: 59985

RE: Contract Dispute- Town of Trumbull v Mark 4 Construction, et al

| DATE | DESCRIPTION | HOURS | AMOUNT | LAWYER |
|-----------|---|-------|----------|--------|
| Sep-12-11 | Preparation of pleading - stipulated judgment. | 0.75 | 236.25 | NLM |
| Oct-06-11 | Attendance at court re: Pretrial with judge Bellis. | 2.25 | 708.75 | NLM |
| Oct-24-11 | Meeting with client at Town Hall, Meeting with Mark IV re:salvage settlement. | 3.25 | 1,023.75 | NLM |
| Nov-09-11 | Attendance at pre-trial. | 1.50 | 472.50 | NLM |
| Nov-17-11 | Attendance at court re: possible settlement with Judge Tyma. | 4.50 | 1,417.50 | NLM |
| Nov-29-11 | Attendance at WPCA meeting. | 2.00 | 630.00 | NLM |
| Dec-12-11 | Telephone conference with client, opposing counsel re: getting back to settlement after Manny fiasco. | 0.75 | 236.25 | NLM |
| Jan-20-12 | Correspondence with opposing counsel and clients; telephone conference with DK. | 0.25 | 78.75 | NLM |
| Jan-27-12 | Correspondence with opposing counsel and clients; telephone conference with DK. | 0.25 | 78.75 | NLM |
| Feb-08-12 | Correspondence with opposing counsel and clients; telephone conference with DK. | 0.25 | 78.75 | NLM |
| Feb-09-12 | Correspondence with opposing counsel and clients; telephone conference with DK. | 0.25 | 78.75 | NLM |

| | |
|----------------|--------|
| Filing Fees | 300.00 |
| Marshal's Fees | 598.74 |

| | |
|---------------------|----------|
| Total Disbursements | \$898.74 |
|---------------------|----------|

| | |
|----------------------|--------------------|
| Total Invoice | \$11,766.24 |
|----------------------|--------------------|

| | |
|-------------------|------------|
| Previous Balance | \$2,300.00 |
| Previous Payments | \$0.00 |

| | |
|------------------------|--------------------|
| Balance Due Now | \$14,066.24 |
|------------------------|--------------------|