



LAND USE AND BUILDING MANAGEMENT COMMITTEE

MEETING AGENDA

**WEDNESDAY, DECEMBER 4, 2019 AT 7:00 PM
IN PONUS RIDGE SCHOOL, 21 HUNTERS LANE - CAFETERIA**

CONSTRUCTION TOUR OF NEW ADDITION AT PONUS RIDGE SCHOOL FROM 7:00 PM TO 7:30 PM

- I. ROLL CALL (Scheduled for 7:30 pm)**
- II. PUBLIC PARTICIPATION**
- III. MINUTES OF PREVIOUS MEETING(S)**

October 2, 2019

IV. NEW BUSINESS

A. Historical Commission

- 1. Review bids for the Mill Hill Town House mortar repair/repointing project and refer the following to the Common Council for action:
 - “a. Authorize the Mayor, Harry W. Rilling, to execute a Contract with Alden Bailey Restoration Corp. for the Mill Hill Town House mortar repair/repointing project for a total not to exceed \$138,410.00. Acct. #0918/19/206310 5777 C0521**
 - b. Authorize the Norwalk Historical Commission to issue Change Orders on Contract for a total not to exceed \$14,000**

B. School Construction Projects

- 1. School Construction Projects – update (information available at the meeting)

2. Review recommendation for Construction Manager for Jefferson School and refer the following to the Common Council for action:
“Authorize the Mayor, Harry W. Rilling, to execute an agreement with Newfield Construction, Inc. as the Construction Manager (CM) for the Jefferson Elementary School – Renovate-As-New Project. Terms of the agreement shall include the following:

- **Pre-Construction Phase Services (including reimbursable allowance) for \$86,550**
- **CM Fees (% of total trade bids) at 1.20%**
- **CM Contingency (% of total trade bids) at 1.50%.**

Following the trade contractors’ bidding process, a Guaranteed Maximum Price (GMP) will be submitted to the Common Council for approval. Acct. #0919/205010 5777 C0619”

3. Review Board of Education IT Department requests and refer the following to the Common Council for action:
“a. Authorize the Purchasing Agent to issue Purchase Orders to SHI International Corp. for the supply of 675 Aruba AP-315 Access Points and license for a total not to exceed \$55,000. Acct. #09205010 5777 C0112
b. Authorize the Purchasing Agent to issue purchase orders to ePlus Technology Inc. for the supply of 13 Cisco Catalyst 3850 48PT and modules for a total not to exceed \$31,000. Acct. # 09205010 5777 C0112
c. Authorize the Purchasing Agent to issue Purchase Orders to SHI International Corp. for the supply of an Aruba 7220 Controller and licenses for a total not to exceed \$12,500.00 Acct. #09205010 5777 C0112
d. Authorize the Purchasing Agent to issue purchase orders to Synacktek LLC for the supply and installation of Pulse Policy Secure NAC Solution for a total not to exceed \$105,000. Acct. #09195010 5777 C0112”
4. Review bids for the construction of the picnic shelter at Ely Park and refer the following to the Common Council for action:
“a. Authorize the Mayor, Harry W. Rilling, to execute a Contract with Epifano Builders Inc. for the installation of a picnic shelter at Ely Park for a total not to exceed \$53,750.00. Acct # 09196030 5777 C0321 & 09186030 5796 C0321
b. Authorize the Office of Building Management to issue Change Orders on Contract for a total not to exceed \$5,375.”

C. Building Management

1. Review proposed lease terms with YMCA for 98 South Main Street (aka South Norwalk Community Center) and refer the following actions:
“a. Authorized the Mayor, Harry W. Rilling, to execute a lease agreement with The Riverbrook Regional Young Men’s Christian Association, Inc. (YMCA) for the capital improvements, use/occupancy of the building and continued maintenance/repair/improvement of City owned building located at 98 South Main Street. Terms of the lease agreement shall be as outlined in the Lease Term Sheet in memo prepared by Darin Callahan, Assistant Corporation Counsel dated November 27, 2019”
a. Refer recommendation to the Planning Commission for review in accordance with Connecticut General Statutes - Section 8-24
2. Review bids for the renovation of the old Recreation and Parks’ offices and refer the following to the Common Council for action:
“a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Re-Tech LLC for the renovation of the old Recreation and Parks’ and Human Relation’s Offices for new Planning & Zoning Offices for a total not to exceed \$86,000.00. Acct. #014086-5266 and #09193310 5777 C0630
b. Authorize the Office of Building Management to issue change orders on contract for a total not to exceed \$8,600.00”
3. Review bids for Phase II roof replacement project at Ben Franklin Center and refer the following to the Common Council for action:
“a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Shoreline Restoration LLC for the Ben Franklin Center Roof Replacement project (Phase 2) for a total not to exceed \$206,052.00. Funds are available from account #0920 7100 5777 C0295 and #0919/20 7100 5777 C0476.
b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$20,605.00”

D. Property Donation

1. Review proposed donation of 24 James Street by the property owner to the City and refer the following to the Common Council for action:

“Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to accept donation of 24 James Street to the City of Norwalk by the property owner.”

V. MISCELLANEOUS/DISCUSSION ITEMS

Prepared by Alan Lo,
Dated: December 27, 2019

**CITY OF NORWALK
LAND USE AND BUILDING MANAGEMENT
REGULAR MEETING
OCTOBER 2, 2019**

ATTENDANCE: Tom Livingston, Chair; Greg Burnett, Douglas Hempstead, Nick Sacchinelli, Beth Siegelbaum, Barbara Smyth and Chris Yerinides

STAFF: Alan Lo, Building and Facilities Manager

OTHERS: Jim Giuliano, Construction Solutions Group; Martie Liska, Construction Solutions Group

CALL TO ORDER.

Mr. Livingston called the meeting to order at 7:30 p.m.

I. ROLL CALL

Mr. Livingston called the roll. A quorum was present.

II. PUBLIC PARTICIPATION

There was no one present who wished to address the Committee at this time.

III. MINUTES OF PREVIOUS MEETING(S)

September 4, 2019

**** MS. SIEGELBAUM MOVED THE MINUTES OF SEPTEMBER 4, 2019.
** THE MOTION TO APPROVE THE MINUTES OF SEPTEMBER 4, 2019 AS
SUBMITTED PASSED WITH FIVE (5) IN FAVOR (BURNETT, SACCHINELLI,
SIEGELBAUM, SMYTH AND YERINIDES) AND ONE (1) ABSTENTION
(HEMPSTEAD).**

IV. NEW BUSINESS

**A. Review request for City to accept donation of property located at 21
James Street.**

Mr. Lo said that the property owner, Ms. Andrain Straistaru, has a small parcel of land that borders the Silvermine River. There is a storm water line that goes through it and the parcel is too small to build anything on it. Mr. Lo said that the owners would like to donate it to the City. He identified some potential discussion items to include liability

due to the proximity to the river, dumping and future property maintenance needs. He said that one consideration might be to acquire the parcel and turn it over to the Land Trust.

Mr. Livingston thanked Ms. Straistaru for her generous offer of the donation. Mr. Lo said that he would be in touch with Ms. Straistaru about the process.

B. Maritime Aquarium Functional Replacement Project.

1. Review proposed Guaranteed Maximum Price (GMP) for the Maritime Aquarium Functional Replacement Project and refer the following recommendation to the Common Council for action:

a. Authorize the Mayor, Harry W. Rilling, to execute a GMP Amendment to AP/O&G's Construction Management Agreement for the Norwalk Maritime Aquarium Functional Project Replacement for a total not to exceed (amount to be determined). Funds are available in the Maritime Aquarium Functional Replacement Project Acct. # 09194031 5799 C0635.

b. Approve a construction contingency in the amount of (amount to be determined) and authorize the Office of Building Management to issue Change Orders on Contract.

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

Mr. Lo gave a brief overview of the Maritime Aquarium Functional Replacement Project history up to this time and said that the scope of the project had been reduced to the 4D theater and the relocation of the seal tank. The State has allocated \$40 million dollars and any funding that remains after the project is completed will be used for the items that were originally included in the project scope but subsequently excluded due to funding limitation. Mr. Lo said that there had been a review of the project scope and the other details included in the information packet.

Mr. Livingston asked about the allowance column. Mr. Lo explained that it was included because they had not identified a contractor. Mr. Lo then reviewed the construction costs. He said that they were looking at about \$40 million for the total project.

Mr. Burnett asked if there was any possibility that the City could exceed the \$40 million funding and be held liable. Mr. Giuliano said once that the overall project is flushed out, the costs will most likely come down. The contingency account will hold any surplus funding against potential problems.

Mr. Hempstead asked about \$3.8 million that has been set aside as contingency. Mr. Lo said that the work must remain within the budget.

**** THE MOTION PASSED UNANIMOUSLY.**

Mr. Livingston said that the next Council Meeting was scheduled for next Tuesday, which is Yom Kippur and there will not be a meeting. Mr. Lo said that he could let the contractors know so that they could start to prepare the contract. Mr. Livingston asked what the downside would be. Mr. Giuliano said that they have to have approval by October 9th. Discussion followed about the potential of assembling a quorum at a special Council Meeting to vote on the item.

2. Review Tighe and Bond's environmental engineering services proposal and refer the following recommendation to the Common Council for action:

“Authorize the Mayor, Harry W. Rilling, to enter into an Agreement with Tighe and Bond, Inc. for environmental engineering services for the Maritime Aquarium Functional Replacement Project to include soil monitoring services (not to exceed \$98,000) and hazardous building material abatement monitoring services (not to exceed \$20,000) for a total not to exceed \$118,000. Funds are available in the Maritime Aquarium Functional Replacement Project Acct. # 09194031 5799 C0635.

**** MR. YERINIDES MOVED THE ITEM.**

Ms. Liska then gave a brief overview of the project which involves soil borings and the material is handled properly. The \$98,000 covers monitoring of site environmental remediation and the \$20,000 covers the remediation of hazardous materials within the building.

The site was previously a factory and there are concerns about the potential contamination.

**** THE MOTION PASSED UNANIMOUSLY.**

3. Review recommendation for material testing and inspection services and refer recommendation to the Common Council for action:

“Authorize the Purchasing Agent to issue Purchase Order(s) with (Name of testing labs to be determined) for the Maritime Aquarium Functional Replacement Project for a total not to exceed \$125,270.00. Funds are available in the Maritime Aquarium Functional Replacement Project Acct. # 09194031 5799 C0635.”

**** MR. SACCHINELLI MOVED THE ITEM.**

Mr. Lo said that the testing company was local and this would help keep the costs down.

**** THE MOTION PASSED UNANIMOUSLY.**

C. School Construction Projects

1. Jefferson School -- Review request to redirect Construction Solutions Group, LLC's program management fee for Jefferson School to the Jefferson School Improvement Project and refer the following to the Common Council for Action:

“Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Construction Solutions Group, LLC's contract for program management Services for school construction projects to allocate Jefferson School services to the Jefferson School capital budget account for a total not to exceed \$418,553.00. Acct. #09205010 5777 C0619.”

**** MR. YERINIDES MOVED THE ITEM.**

Mr. Lo gave a brief overview of the item and explained the reasons for the transfer as outline in his memo dated September 26, 2019.

**** THE MOTION PASSED UNANIMOUSLY.**

2. Norwalk High School – Review bid results for the Norwalk High School wood paneling and wood door replacement project and refer the following to the Common Council for action:

a. “Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the agreement with Newfield Construction, Inc. as the Construction Manager for the Norwalk High School wood paneling and door replacement project, to accept the Guaranteed Maximum Price (GMP) in the amount of \$1,936,730. Funds are available in Acct. #0918/195010 5777 C0610.

b. Authorize the NFCC to issue Change Orders on contract for a total not to exceed \$193,730.

**** MR. SACCHINELLI MOVED THE ITEM.**

Mr. Giuliano said that they had approved the removal of the PCB wood paneling in NHS and due to time constraints, they did not have time to do a proper bid for the wood door replacements. This item will cover the replacement of the wood paneling and the removal and replacement of the wood doors.

Mr. Burnett asked about the details of the project, which Mr. Giuliano reviewed with him.

**** THE MOTION PASSED WITH FIVE (5) IN FAVOR (BURNETT, SACCHINELLI, SIEGELBAUM, SMYTH AND YERINIDES) AND ONE (1) OPPOSED (HEMPSTEAD).**

Mr. Hempstead said that they had originally planned to refinish the wood panel but they changed that and had the panels removed instead.

3. EXECUTIVE SESSION.

Discussion on the status of the New Columbus School at Ely's DEEP open space land conversion approval process and latest replacement land requirements.

Mr. Lo announced that they had heard back from the State and that the Committee did not need to meet in Executive Session to discuss the matter.

4. SCHOOL CONSTRUCTION UPDATE

Mr. Giuliano presented his report.

- **Ponus** – The project is moving forward and the classes will be moving into the addition soon. He gave an overview of the timeline.

Mr. Livingston asked about the outer coating of the building walls. AL said that it was waterproof coating.

- **Columbus** – There was a meeting with DEEP in order to get the land conversion details worked out. Mr. Lo said that the City staff had been given some incorrect information from the DEEP staff in the past. He said that if they had received Federal dollars for park land they could not swap the land. However, if they only received money for construction and improvements, they can exchange the land. This means that the City could exchange the parcel of land behind NCC for the parcel near Columbus. This information was received earlier in the evening.

Mr. Burnett said that the City had spent money to abide by the incorrect information. Mr. Lo said that they would be leveraging this fact as much as possible. Because there is no specific property being considered for acquisition, there was no need for executive session.

- **NHS** – The staff is working to analyze the proposed projects so that they can head off potential problems. The epoxy floor in the Culinary Arts area has been poured.

Ms. Smyth asked about some of the structures that were outside of the building, which Mr. Giuliano reviewed with her.

Mr. Burnett asked about the twelve projects that had been zeroed out. Mr. Giuliano said that they were not moving forward with those projects until the other items are completed because there have been so many unknown factors in the building. Mr. Burnett said that he had concerns about the fact that a number of items involved safety should have been done first rather than items that involved the appearance. Discussion followed.

- **New Columbus** – This project was currently on hold pending the DEEP response.

- **Jefferson** – The project is moving forward with design phase and programming needs. Things are also moving forward for the RFQ and RFP. Mr. Lo said that construction should start in 2021.

At the conclusion of Mr. Giuliano's report, Mr. Lo explained that there was an account number correction that needed to be made on a previously Common Council approved item regarding Norwalk High School.

**** MR. HEMPSTEAD MOVED TO SUSPEND THE RULES FOR TECHNICAL CORRECTIONS.**

**** THE MOTION PASSED UNANIMOUSLY.**

4. Authorize the Mayor, Harry W. Rilling to execute an agreement with Newfield Construction, Inc. as the Construction Manager (CM) for the Norwalk High School Wood Door And Paneling Replacement Project State Project No. 103-0250 A/CV. Terms of the agreement shall include the following:

Preconstruction Phase Services (including Reimbursement allowance)	\$15,000.00
CM Fees (%of total trade bids)	2.50%
CM Contingency (% of total trade bids)	2.00%

Following bidding proceed process, final contact price (GMP) will be sub submitted to the Common Council for approval. Account # 09195010 5777 C0619 and Account #0918/195010 5777 C0610.

5. Authorize the Mayor, Harry W. Rilling to execute an agreement with Newfield Construction, Inc. as the Construction Manager (CM) for the Norwalk High School Black Box Theater/Media Pathway, Learning Commons, Main Entrance Project State Project No. 103-0252. Terms of the agreement shall include the following:

Preconstruction Phase Services (including Reimbursement allowance)	\$25,000.00
CM Fees (%of total trade bids)	2.50%
CM Contingency (% of total trade bids)	2.00%

Following bidding process, the final contract price (GMP) will be submitted to the Common Council for approval. Acct. #0918/195010 5777 C0610.

Mr. Lo explained that the account number that was listed on the project for the Norwalk High School Wood Paneling and Door Replacement account number had been listed incorrectly.

**** MR. HEMPSTEAD MOVED TO APPROVE THE ITEMS AS CORRECTED.
** THE MOTION PASSED UNANIMOUSLY.**

ADJOURNMENT.

**** MS. SIEGELBAUM MOVED TO ADJOURN.
** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:39 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services



November 18, 2019

Alan Lo
Land Use and Building Management
City of Norwalk
125 East Ave
Norwalk, CT 06851

Re: Bid Award for Mill Hill Town House Mortar Repair/Repainting

Dear Mr. Lo, Chairman Livingston, and members of the Land Use Committee:

In 2019, the Historical Commission hired BCA Associates to develop specifications and plans to repair and repoint the failing mortar on the exterior of the Town House at Mill Hill Historic Park. Those plans were put out to bid and nine responses were received. The low bidder withdrew from consideration because they did not meet the required experience for lime-based mortar projects.

The second lowest bidder, Alden Bailey Restoration Corporation, satisfies all of the bid requirements and we recommend accepting their bid in the amount of \$138,410.

We are asking the Land Use Committee to approve and refer the following actions to the Common Council. The recommended action is:

AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT WITH ALDEN BAILEY RESTORATION CORPORATION FOR THE TOWN HOUSE AT MILL HILL HISTORIC PARK, IN THE AMOUNT NOT TO EXCEED \$138,410. FUNDING FROM ACCOUNTS 09186310 5777 C0521, 09196310 5777 C0521, & 09206310 5777 C0521.

AUTHORIZE THE HISTORICAL COMMISSION TO EXECUTE CHANGE ORDERS ON THE CONTRACT NOT TO EXCEED \$14,000. FUNDING FROM ACCOUNTS 09186310 5777 C0521, 09196310 5777 C0521, & 09206310 5777 C0521.

As all of the Mill Hill Hill Historical Park buildings are listed on the National Register of Historic Places, we are following the *Secretary of the Department of Interior's Guidelines for Historic Preservation* in this project.

Thank you for your consideration and support.

Sincerely yours,

Suzanne Betts
Chairman

Attachment

125 East Avenue, Norwalk, Connecticut 06851

September 18, 2019

**NORWALK PURCHASING DEPARTMENT
RESPONSE SUMMARY #3956
Mortar Repointing of Town House at Mill Hill Historic Park**

Thank you for your response to our Request for Bid submissions. The following is a summary of the submitted bids for this solicitation process.

Vendor	Total Lump Sum Price	Alt-1 B06A – Alternate to B06: Replace Cracked Brick (approximate count 280)	Alt-2 GR04 – Alternate to GR03: Reset all displaced granite units, remove metal railing for repairs. (6 units)	Total Lump Sum Price + Alt-1 + Alt-2 =
Aegis Restauro, LLC	\$118,000.00	\$16,800.00	\$12,000.00	\$146,800.00
Alden Bailey Restoration Corp	\$132,810.00	\$1,980.00	\$3,620.00	\$138,410.00
A.V. Tuchy, Inc.	\$167,650.00	\$1,610.00	\$3,900.00	\$173,160.00
Frank Capasso&Sons, Inc.	\$228,600.00	\$12,550.00	\$12,600.00	\$253,750.00
Giacorp Contracting Inc	\$207,450.00	\$14,300.00	\$5,750.00	\$227,500.00
CD Masonry Restoration	\$144,943.00	\$7,560.00	\$3,400.00	\$155,903.00
Summit Masonry & Building Restoration	\$243,400.00	\$17,000.00	\$3,500.00	\$263,900.00
SIBA CONTRACTING CORP	\$199,000.00	\$9,800.00	\$3,500.00	\$212,300.00
McCormack Masonry & Construction	\$92,000.00	\$5,600.00	\$7,000.00	\$104,600.00



CITY OF NORWALK
 Alan Lo, Buildings and Facilities Manager
 alo@norwalkct.org P: 203-854-7877
 Norwalk City Hall
 125 East Avenue, PO Box 5125
 Norwalk, CT 06856-5125

TO: LAND USE & BUILDING MANAGEMENT COMMITTEE
 NFCC

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER *AL*

RE: JEFFERSON ELEMENTARY SCHOOL – REONVATE-AS-NEW CONSTRUCTION
 MANAGER

DATE: NOVEMEBER 26, 2019

The Board of Education at their April 23, 2019 regular meeting voted to recommend the re-allocation of previously approved funding to supplement the budget shortfall for three school construction projects: New Columbus at Ely, Jefferson Renovate-as-New, and Norwalk Global Academy. Subsequent to Common Council approval of the recommended special appropriation, the City moved forward by submitting a grant application to the State Office of School Construction Grants and Review (OSCGR) in June of this year for Jefferson School. The total capital budget fund available for this project is \$33,335,000.

The Jefferson Elementary School Renovate-as-New project, part of the BOE's plan to address the 900 elementary seat shortage, is scheduled to include the infill of the lower portion of the building (now the driveway) to provide Pre-K classrooms, relocation of the administration offices to the lower level, the addition of a gymnasium to separate the gym from the cafeteria, mechanical upgrades for energy efficiency, bus and vehicle circulation improvements, the removal of the portable classrooms and an overall renovation to the building to bring it to a 20 year standard as per requirements of a State Renovate-as-New grant application.

Recently, the City hired Antinozzi Associates to provide architectural services for the project. As the architects proceed with the preliminary design phase, the City issued a Request for Qualification/Proposals (RFP/P) for Construction Management Services. These services include pre-construction phase services to assist the design team in the development of plans and specifications, cost estimating services, value engineering services, project phasing and project scheduling. Following the completion of the pre-construction phase, the Construction Management, in collaboration with City Purchasing Department, will advertise the project for bids by construction trade contractors. Thereafter, the Construction Manager will assemble the trade contractors' costs together with other construction related costs to arrive at a

Guaranteed Maximum Price (GMP) which will be submitted to the Common Council for approval.

In response to the RFQ/P for construction management services, the City received a total of nine responses. An interview committee was created, consisting of Alan Lo, Sharon Conners, Bill Hodel, Tom Hamilton, and Councilman David Heuvelman. The Committee conducted interviews with the three shortlisted firms: Rizzo Corporation, Shawmut Design & Construction, and Newfield Construction Inc. After the interviews, the Committee recommended the hiring of Newfield Construction Inc. as the most responsible, responsive respondent. Newfield Construction had successfully completed three Norwalk school projects from 2005 to 2007. In 2013, they completed the Norwalk Fire Headquarters. Currently, they are managing the Ponus Ridge School renovation and addition project and they proposed to utilize the same project team for Jefferson School.

Jefferson Elementary - Renovate as New - CM Cost Responses				
Firm	Preconstruction Phase Services	CM Fee	General Conditions	Contingency Fee
Newfield Construction Inc.	\$86,550	1.20%	\$1,133,389	1.50%
Rizzo Corporation	\$136,865	1.75%	\$1,129,578	3%
Shawmut Design & Construction	\$82,000	1.40%	\$1,568,258	2.50%

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute an agreement with Newfield Construction, Inc. as the Construction Manager (CM) for the Jefferson Elementary School – Renovate-As-New Project. Terms of the agreement shall include the following:

- Pre-Construction Phase Services (including reimbursable allowance) for \$86,550
- CM Fees (% of total trade bids) at 1.20%
- CM Contingency (% of total trade bids) at 1.50%.

Following the trade contractors' bidding process, a Guaranteed Maximum Price (GMP) will be submitted to the Common Council for approval. Acct. #09195010 5777 C0619 & Acct. #09205010 5777 C0619



Newfield
CONSTRUCTION
EXPERIENCE. WE BUILD ON IT.

225 Newfield Avenue
Hartford, CT 06106
860-953-1477
Fax 860-953-1712
newfieldconstruction.com

November 13, 2019

Carleen Megaro, Buyer
City of Norwalk Purchasing Department
125 East Avenue, Room 202
Norwalk, CT 06856-5125

RE: Request for Proposal to provide Construction Management Services for Jefferson Elementary School – Renovate-as-New State Project No. 103-0251

Dear Ms. Megaro

On behalf of Newfield Construction, it is with pleasure that we submit our qualifications to provide construction management services for the above referenced project. We look forward to the opportunity to continue working with the City, the building committee, the various consultants and the school community to help shape this vision and make it a reality.

As a leading provider of construction services to public school clients for over 50 years, we understand that the success of each and every project starts during the planning and preconstruction phase. As the process continues, one of the most important decisions is the selection of the right construction manager to complement your team.

Therefore, we have selected the **"Best Team"** of school construction experts lead by **Stephen Buccheri, LEED AP, Project Executive** and supported by **Michael D'Angelo, Project Manager, Steve Khare, Superintendent** and **Patrick O'Loughlin, Project Engineer**. Our proposed team extensive experience working together and have completed several projects similar in nature to the Jefferson Elementary School project.

Mr. Buccheri will be assisted during preconstruction by **Joanne Cotoia, Director of Estimating** and our team of estimating professionals. Our preconstruction team has worked with many municipal/public school clients and assisted the team in the navigation of the CT DAS Office of School Construction Grants and Review process. We ask that you refer to the following differentiators as you evaluate our response.

- **An Integrated Team** – Our proposed group of **local school construction experts** will provide added value to your existing team.
- **Strong Preconstruction Resources** – with benchmarking tools, public school focused estimators, MEP specialists, constructability review process, pre-planning and other services all aimed at producing and maintaining a credible budget that incorporates all of the City's goals.
- **In Depth Knowledge of State and Local Requirements** – We have completed numerous school projects in the State of Connecticut and coordinated with the various agencies necessary for a successful project including **CT Guidelines for High Performance Buildings**.
- **Cost and Schedule Accuracy** – We have a track record of completing projects we undertake on time and within budget constraints, while maximizing the use of the funds allocated.



**Newfield
CONSTRUCTION**
EXPERIENCE. WE BUILD ON IT.™

Contact Information:

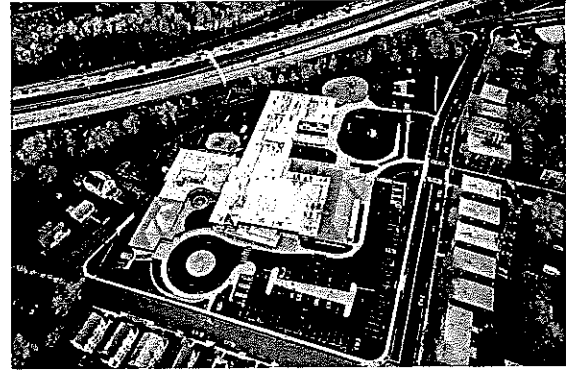
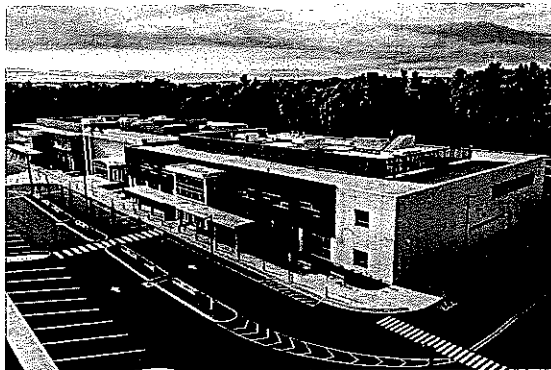
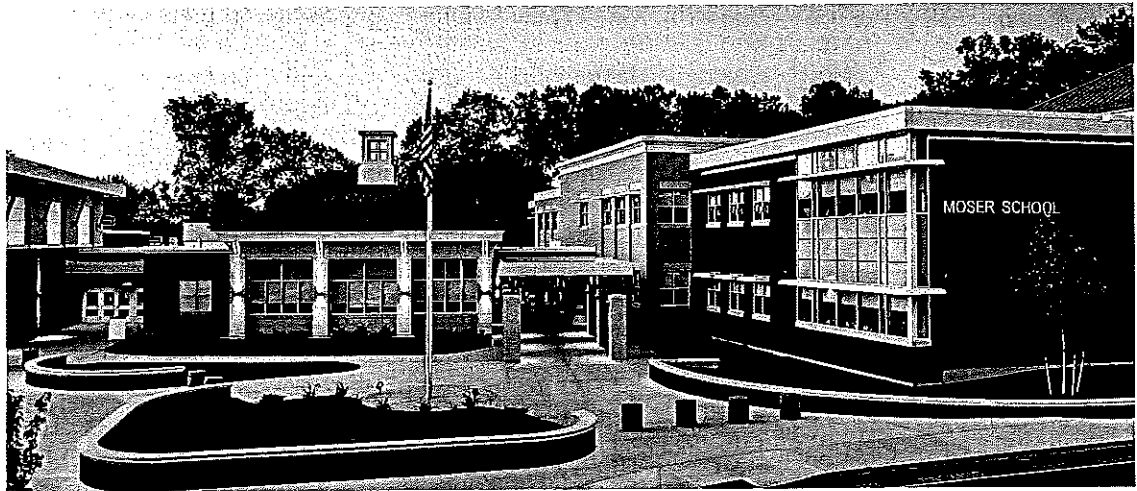
Robert Daddona, Jr.
Vice President
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225 Newfield Avenue
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Phone: (860) 509-3024
Fax: (860) 953-1712

RobertDaddona@
newfieldconstruction.com

Website Address:
newfieldconstruction.com

EXECUTIVE SUMMARY



Incorporated in the State of Connecticut in 1969, Newfield Construction is a privately held business providing construction services to clients throughout Connecticut and the Northeast. The company prides itself on historical excellence, a keen attention to service, excellent communication skills and a solid reputation within the industry. The Newfield workforce is comprised of accomplished estimators, professional builders and various support staff that have successfully tackled complicated projects. We are a proactive organization that continually seeks out clients and projects that both challenge and inspire us to be the best of the best. We have been providing Preconstruction Consulting, Estimating, Construction Management, General Contracting and Design/Build services to both public and private clients throughout the region for more than 50 years.

PHILOSOPHY

Newfield Construction has successfully grown into one of the Northeast's leading construction services providers by putting the client first. We take pride in the fact that we strive to work together with our clients to develop a plan to achieve their building goals. Newfield Construction will fulfill the needs of your project by utilizing a vast variety of processes including; Value Engineering/ Value Management, development of multiple phasing plans, project specific safety plans and participation in weekly meetings to keep all vested parties up to date on all aspects of the project.

PROJECT APPROACH

We have proposed a team of knowledgeable and experienced construction experts to compliment and assist the City of Norwalk on this challenging project. Each individual brings certain strengths that will prove invaluable as the planning continues for this building program. The Newfield team is available and committed to the success of your project.



NEWFIELD CONSTRUCTION - KEY FACTS

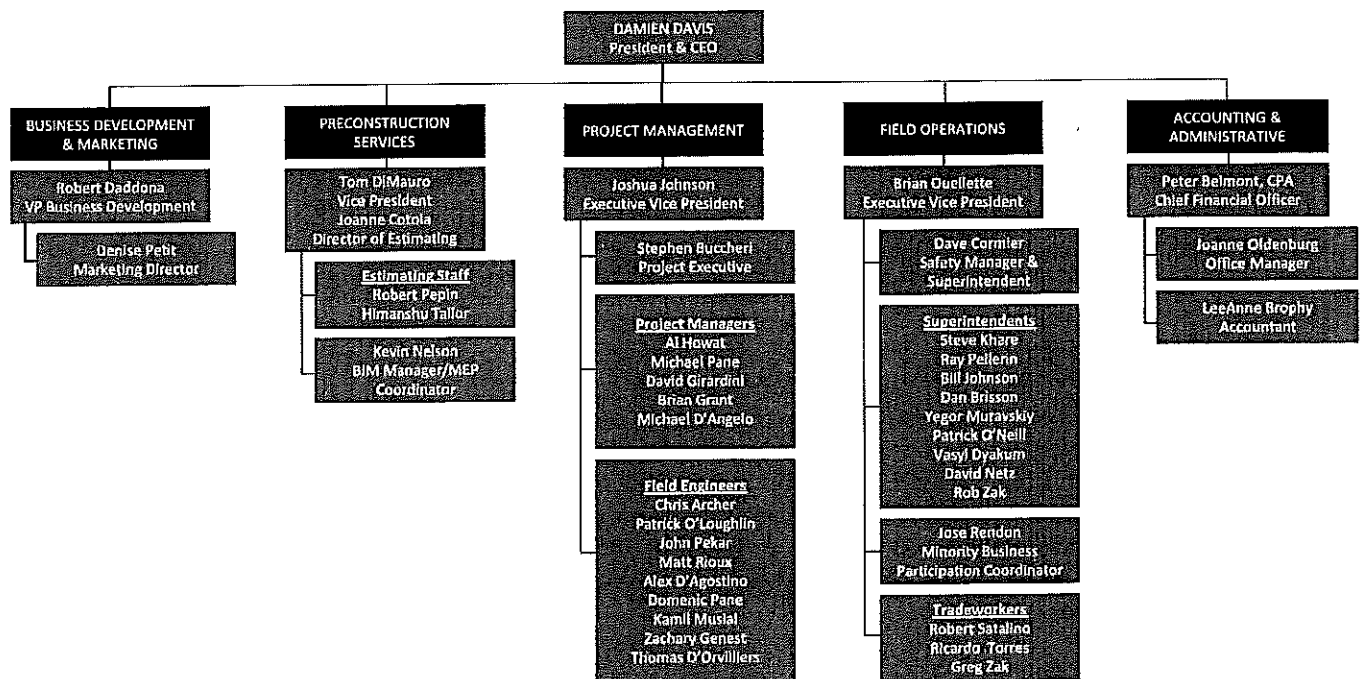
- Brief General Description of Company: Founded in 1969, Newfield Construction provides Preconstruction, Consulting, Estimating, Construction Management, General Contracting and Design/Build services to clients throughout Connecticut and the Northeast.
- 42 professional staff members comprised of Project Executives, Project Managers, Estimators and Preconstruction/Construction staff, Superintendents and various support staff.
- Long standing relationships and an understanding of the local building trade market and subcontractors' specialties

Local Municipal and Educational Clients include:

City of Norwalk Public Schools
 City of Hartford Public Schools
 City of New Britain Public Schools
 City of Waterbury Public Schools
 City of Bridgeport Public Schools
 City of New Haven Public Schools
 Town of Rocky Hill Public Schools

Town of Westport Schools
 Town of Southington Public Schools
 Town of Bloomfield Public Schools
 Town of East Haddam Public Schools
 Town of Wethersfield Public Schools
 Town of East Granby Public Schools
 Town of Canton Public Schools

CORPORATE ORGANIZATIONAL CHART



CITY OF NORWALK

PURCHASING DEPARTMENT

2.1 PRICING RESPONSE FORM, RFP # 3972 - C.M. Services for Jefferson Elementary School Renovate-as-New State Project No 103-0251

Firm Name - Newfield Construction Group, LLC		
Address - 225 Newfield Ave. Hartford, CT 06106		
Phone - 860-509-3024	Fax - 860-953-1712	Email - robertdaddona@newfieldconstruction.com
Manager - Damien Davis Robert Daddona		Fed ID# 060941935

In submitting this proposal the undersigned declares that this is made without any connection with any persons making another proposal or the same contract; that the proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official or the City, or any person in the employ of the City is directly or indirectly interested in said proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.

The undersigned also hereby declares that he/she or they have carefully considered objectives of each element of this project, the desired end result, the environment in which services and / or products are to perform and are satisfied as to all the quantities and conditions, and understands that in signing this proposal all right to plead any misunderstanding regarding the same is waived.

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

1. PROPOSED FEES: Renovate-as-New Jefferson Elementary School

A. Preconstruction Phase Services Fees: Lump Sum in number and words based on the schedule of services.		
\$ 86,550.00	Fee in words	Eighty Six Thousand Five Hundred Fifty Dollars
B. CM Fees: in numbers and words: Express as a percentage cost of construction (trade costs).		
1.2	%	Fee in words One and Two Tenths Percent
C. General Condition Fees: in numbers and words based on the schedule of CM Services in Section 2.2. This fee is provided for general information purposes based on CM's understanding of the project. General Conditions fees shall be adjusted accordingly as part of the GMP amendment.		

CITY OF NORWALK PURCHASING DEPARTMENT

\$ 1,133,389.00	Fee in words One Million One Hundred Thirty Three Thousand Three Hundred Eighty Nine Nine Dollars
D. Contingency Fees: in numbers and words, Express as a percentage cost of construction	
1.5 %	Fee in words One and Five Tenths Percent

2. INSURANCE:

Agency Name	- Travelers Property and Casualty
Agency Address	- One Goodwin Square - Hartford, CT 06103
Submitted by - Robert Daddona	- Vice President, Business Development
Authorized Agent of Company (name and title)	Date 11/13/2019

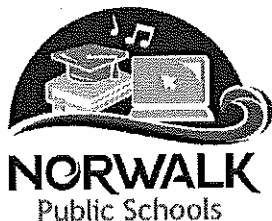
The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	1	Dated	10/28/2019	Addendum #	3	Dated	11/7/2019
Addendum #	2	Dated	11/1/2019	Addendum #		Dated	

3. Identify the project team members who will provide these services. Quantify their level of involvement (X %). Give a per diem and hourly rate for each member.

Jefferson Elementary School Renovate-as-New

Name & Title	% Involved	Hourly Rate
A Stephen Buccheri	25%	IN FEE
B Michael D'Angelo	100%	135.00
C Stephen Khare	100%	130.00
D Zachary Genest	100%	70.00



Technology Department
 P: 203-854-4039 / F: 203-806-4289
 125 East Avenue, PO BOX 6001
 Norwalk, CT 06852-6001

TO: ALAN LO
 CC: COMMON COUNCIL
 FROM: DAVID B. HOPP
 RE: CAPITAL PURCHASES FOR 2019-2020
 DATE: 11/22/19

Wireless Access Points – Purchase of 675 Aruba AP315 access points and associated licenses from SHI International. This is a partial refresh of our 900 current access points. This project is part of our approved 2019-2020 capital budget plan. 80% of this purchase is being covered by the Federal E-Rate program.

Motion: *Authorize the Purchasing Agent to issue purchase orders to SHI International Corp, for the supply of 675 Aruba AP-315 Access Points and license, an amount not to exceed \$55,000, account 09205010-5777-C0112 (budgeted 2019/2020 IT Capital item) and forward onto the Common Council for further action.*

Switches – Purchase of 13 Cisco Catalyst 3850 48PT switches and accompanying modules from ePlus Technology. These are replacements for EOL switches at BHMS. This project is part of our approved 2019-2020 capital budget plan. 80% of this purchase is being covered by the Federal E-Rate program.

Motion: *Authorize the Purchasing Agent to issue purchase orders to ePlus Technology Inc, for the supply of 13 Cisco Catalyst 3850 48PT and modules, an amount not to exceed \$31,000, account 09205010-5777-C0112 (budgeted 2019/2020 IT Capital item) and forward onto the Common Council for further action.*

Wireless Controller – Purchase of Aruba 7220 Wireless Controller from SHI International. This Controller is needed to support the new access points being installed. This project is part of our approved 2019-2020 capital budget plan.

Motion: *Authorize the Purchasing Agent to issue purchase orders to SHI International Corp, for the supply of an Aruba 7220 Controller and licenses, an amount not to exceed \$12,500,*

account 09205010-5777-C0112 (budgeted 2019/2020 IT Capital item) and forward onto the Common Council for further action.

Network Access Solution – Purchase of Pulse Policy Secure NAC solution from Synacktek. This security platform is part of our effort increase security and replace older security equipment. This project is part of our approved 2019-2020 capital budget plan.

Motion: *Authorize the Purchasing Agent to issue purchase orders to Synacktek LLC, for the supply and installation Pulse Policy Secure NAC Solution, an amount not to exceed \$105,000, account 09195010-5777-C0112 (budgeted 2019/2020 IT Capital item) and forward onto the Common Council for further action.*



Pricing Proposal
Quotation #: 16669700
Created On: 2/13/2019
Valid Until: 2/28/2019

Norwalk School District

Dave Hopp
125 EAST AVE
PO BOX 6001
ATTN: FINANCE DEPT
NORWALK, CT 06852
United States
Phone: 2038544038
Fax:
Email: dave@norwalkps.org

Business Development Manager

Jeff Levin
290 Davidson Avenue
Somerset, NJ 08873
Phone: 860-872-5677
Fax: 732-652-6654
Email: Jeff_Levin@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 HEWLETT PACKARD ENTERPRISE : AP-315 WIRELESS ACCESS POINT Hewlett Packard Enterprise - Part#: JW797A Contract Name: Open Market Contract #: Open Market Note: Pricing with SHI E-Rate Information: SPIN # 143012572	675	\$347.80	\$234,765.00
2 HEWLETT PACKARD ENTERPRISE : Aruba LIC-K12-1 1 Addl AP Lic for Policy Enforcement FW and RF Protect for K-12 Bundle E-LTU Hewlett Packard Enterprise - Part#: JW619AAE Contract Name: Open Market Contract #: Open Market Note: Pricing with SHI E-Rate Information: SPIN # 143012572	675	\$55.00	\$37,125.00
Subtotal			\$271,890.00
Total			\$271,890.00

Additional Comments

Please Note: Hewlett Packard Enterprise has a zero returns policy on custom build machines.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are Open Market and resold in accordance with the terms and conditions at [SHI Online Customer Resale Terms and Conditions](#).

Quote Name:

e⁺
ePlus
Quotation

Bill To	Ship To	Quotation #:	22317074
NORWALK PUBLIC SCHOOLS-ERATE 125 EAST AVE	NORWALK PUBLIC SCHOOLS-ERATE 125 EAST AVE	Order #:	
NORWALK CT 06852 UNITED STATES ATTN ACCOUNTS PAYABLE	NORWALK CT 06852 UNITED STATES Dave Hopp	Quotation Date:	02/27/2019
		Expiration Date:	12/11/2019
		Client Reference:	
		Account Rep:	Steve Plante

Notes:

ePlus works with our customers to follow either a BEAR or discount billing process for their E-rate eligible purchases. All E-rate approvals for the specific items being purchased through the program must be in place before we will process an order leveraging discount billing (SPI). For the BEAR process, process an order to ePlus under standard net terms for the entire amount and file a BEAR upon potential future approval by E-rate. If making a purchase prior to E-rate approval (via purchase order using standard net terms), that purchase is not returnable or cancellable in the event E-rate funding is not awarded. This proposal is valid for E-rate Funding Year 2019 with contract term dates of 04/01/2019 - 09/30/2020. In order for customers to leverage E-rate-based pricing from most manufacturers, the customer must select ePlus (SPIN 143006553) on their E-rate Form 471, prior to the processing of an order.

Line No.	Quantity	Part Number	MFG	Description	Unit Price	Ext Price
001	13	WS-C3850-48T-E	CISCO	CAT 3850 48PT DATA IP SVC	9,436.50	122,679.70
002	13	CON-SW-WSC388TE	CISCO	SMARTNET NO RMA CATALYST 3850 48PT DATA	0.00	0.00
003	13	CAB-SPWR-30CM	CISCO	CATALYST 3750X AND 3850 STACK PWR CBL 30	43.70	568.10
004	13	STACK-T1-50CM	CISCO	50CM TYPE 1 STACKING CBL	46.00	598.00
005	13	C3850-DNA-OPTOUT	CISCO	DNA SUBSCRIPTION OPTOUT	0.00	0.00
006	13	PWR-C1-350WAC	CISCO	350W AC CONFIG 1 POWER SUPPLY	0.00	0.00
007	13	PWR-C1-350WAC/2	CISCO	CTO 350W AC CONFIG 1 SECONDARY P/S	299.00	3,887.00
008	26	CAB-TA-NA	CISCO	AC TYPE A PWR CBL NORTH AMERICA	0.00	0.00
009	13	S3850UK9-165	CISCO	UNIVERSAL	0.00	0.00
010	13	C3850-NM-4-10G	CISCO	CATALYST 3850 4 X 10GE NTWK MOD	1,876.80	24,398.40

By placing an order with ePlus for products or services you agree to comply with the Terms and Conditions for Purchasing Products and Services located at <http://www.eplus.com/terms-and-conditions/Pages/Products-Services-Terms-and-Conditions.aspx> (the "Order Terms"). Unless there is a separate written agreement signed on behalf of both you and ePlus, the Order Terms shall be the only terms and conditions applicable to transactions between you and ePlus, and no additional or contrary terms referenced in a purchase order, document, or electronic communication shall apply. In no event shall ePlus performance under a purchase order be deemed to constitute acceptance of any terms and conditions set forth therein.

Thank you for your inquiry. Recent US govt tariffs assessed to Chinese imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Please confirm pricing prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Extended Warranties and Professional Services are available.

Customer Acceptance Signature: _____ Date: _____ Name: _____ PO #: _____ Title: _____ Ship Via: _____ This quotation is confidential for your internal use only. This is a solicitation for an offer and is subject to credit approval. No contract is formed unless a purchase order or other offer is received AND ACCEPTED BY OUR OFFICE. If you intend to have your chosen leasing company pay the costs directly, please note that if the Lessor does not pay ePlus for any reason, you will be responsible for payment to ePlus.	To Place An Order, Please Contact: ePlus Technology Inc Sales: Ed Howard Phone: 603-263-3512 Fax: 603-263-3590 Email: ehoward@eplus.com Address: 2 Commerce Drive - Bedford, NH 03110 Note: THANK YOU FOR YOUR BUSINESS!	Sub Total (USD): 152,131.20 Tax (USD): TBD if Applicable Shp&Hnd (USD): TBD Total (USD): 152,131.20
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Pricing Proposal
Quotation #: 17995429
Created On: 11/4/2019
Valid Until: 11/29/2019

Norwalk School District

Business Development Manager

Dave Hopp
125 EAST AVE
PO BOX 6001
ATTN: FINANCE DEPT
NORWALK, CT 06852
United States
Phone: 2038544038
Fax:
Email: dave@norwalkps.org

Jeff Levin
290 Davidson Avenue
Somerset, NJ 08873
Phone: 860-872-5677
Fax: 732-652-6654
Email: Jeff_Levin@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 HEWLETT PACKARD ENTERPRISE : Aruba 7220 (US) 4p 10GBase-X (SFP+) 2p Dual Pers (10/100/1000BASE-T or SFP) Controller Hewlett Packard Enterprise - Part#: JW752A Contract Name: CREC - IT Solutions & Services (Omnia) Contract #: 2018011-02-CREC	1	\$8,909.10	\$8,909.10
2 HEWLETT PACKARD ENTERPRISE : Aruba 1 Year Foundation Care Next Business Day Exchange 7220 Controller Service Hewlett Packard Enterprise - Part#: H3EV3E Contract Name: CREC - IT Solutions & Services (Omnia) Contract #: 2018011-02-CREC	1	\$3,351.70	\$3,351.70
3 HEWLETT PACKARD ENTERPRISE : Aruba PSU-350-AC 7200 Series S3500-24T S3500-48T and S3500-24F 350W AC Power Supply Hewlett Packard Enterprise - Part#: JW657A Contract Name: CREC - IT Solutions & Services (Omnia) Contract #: 2018011-02-CREC	1	\$173.10	\$173.10
4 HEWLETT PACKARD ENTERPRISE : Aruba 1Y FC NBD Exch PSU-350-AC SVC Hewlett Packard Enterprise - Part#: H6SC8E Contract Name: CREC - IT Solutions & Services (Omnia) Contract #: 2018011-02-CREC	1	\$17.10	\$17.10
5 HEWLETT PACKARD ENTERPRISE : PC-AC-NA (NA) AC Power Cord Hewlett Packard Enterprise - Part#: JW124A Contract Name: CREC - IT Solutions & Services (Omnia) Contract #: 2018011-02-CREC	2	\$1.70	\$3.40
Subtotal			\$12,454.40
Total			\$12,454.40

Additional Comments

SYNACKTEK

4 Research Drive, Suite 402
Shelton, CT, 06484

QUOTE

Date	10/14/2019
Valid Until	11/13/2019
Payment Terms	Net 30
Quote #	2095

Customer

Norwalk Public Schools
125 East Ave
Norwalk, CT 06851

Item Number	Description	Qty	Unit Price	Ext. Price
PS-PROFILER-RADIUS-LG-HA	Pulse Secure Profiler with max 50,000 devices for PSA7000 Platform - Includes RADIUS Server capability & HA availability	1	\$35,880.00	\$35,880.00
PSA3000	Pulse Secure Appliance 3000 Base System	2	\$2,340.00	\$4,680.00
PSA7000-10G-SFP-PLUS	Pulse Secure Appliance 7000 Base System Fiber	2	\$20,280.00	\$40,560.00
STE-ADV-25CU	Pulse Secure Access Suite - Software License - Advanced Edition - 25CU Concurrent Sessions	2	\$5,160.00	\$10,320.00
SVC-PS-PLN-PRFL-RADIUS-LG-HA-3YR	Three Year Pulse Platinum Support for Pulse Secure Profiler with HA availability - Large *Total cost for 3 years - \$17,502. Year 2 due 11/30/2020 - \$5,834 Year 3 due 11/30/2021 - \$5,834	1	\$5,834.00	\$5,834.00
SVC-STE-ADV-PLN-25CU-3Y	Pulse Secure Access Suite - Advanced Edition Services (Pulse One and Pulse Workspace) and Support - Direct - Platinum - 25CU Concurrent Sessions - Add-On Only - 3 years *Total cost for 3 years - \$5,202. Year 2 due 11/30/2020 - \$1,734 Year 3 due 11/30/2021 - \$1,734	2	\$867.00	\$1,734.00
SVC-WAR-PSA3000-ND-3YR	Pulse Secure : Three Year Pulse NextDay Support for PSA3000 *Total cost for 3 years - \$1,800. Year 2 due 11/30/2020 - \$600 Year 3 due 11/30/2021 - \$600	2	\$300.00	\$600.00
SVC-WAR-PSA7000f-ND-3YR	Three Year Pulse NextDay Support for PSA7000f *Total cost for 3 years - \$14,004. Year 2 due 11/30/2020 - \$4,668 Year 3 due 11/30/2021 - \$4,668	2	\$2,334.00	\$4,668.00
SYN-INSTALL	Synacktek Installation, Configuration and Knowledge Transfer Services	1	\$8,000.00	\$8,000.00

Item Number	Description	Qty	Unit Price	Ext. Price
Discount	Additional Discount	1	-\$8,000.00	(\$8,000.00)
			Total:	\$104,276.00

Notes and Instructions

Total support cost for 3 years - \$38,508

Total due for year 1 included on this quote - \$12,836

Year 2 due 11/30/2020 - \$12,836

Year 3 due 11/30/2021 - \$12,836

Please Sign to Confirm Acceptance of Quote

Name _____
Title _____
Signature _____
Date _____

Prepared By

Ryan Gavigan
ryan@synacktek.com

Thank You for Your Business!

Disclaimer: Subject to alteration beyond the control of Synacktek. Synacktek uses all reasonable efforts to ensure the accuracy of the information contained herein. Synacktek is not responsible for any error in this electronic version of price quote.



CITY OF NORWALK
 Alan Lo, Buildings and Facilities Manager
 alo@norwalkct.org P: 203-854-7877
 Norwalk City Hall
 125 East Avenue, PO Box 5125
 Norwalk, CT 06856-5125

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER *AL*

RE : ELY PARK TENNIS COURT – PICNIC SHELTER

DATE: NOVEMBER 26, 2019

As you may know, the City (Recreation and Parks Department) and Norwalk Grassroots Tennis worked closely to fund and to implement the Ely Park Tennis Court Improvement Project. This project consisted of the complete renovation of four existing tennis courts, construction of two additional courts with lights and two junior practice courts. Due to site requirements for the proposed new Columbus School at Ely, funds from the school project were made available to relocate the two new courts to the current location which required substantial costs to remove ledge and large boulders. It is important to note that as part of Grassroots Tennis' \$400,000 contribution to this project, the USTA contributed \$40,000. Also, the Common Council approved the naming of the tennis facilities after Mr. William Rippe who was a member of Grassroots Tennis and a significant funding contributor to this project.

With the completion of the tennis courts this summer, the City issued an invitation for bids for the construction of a picnic shelter. Attached is a summary of the bids. At this time, I would like to request Common Council approval of the apparent low bidder Epifano Builders, Inc. in the amount of \$53,750.00. A free balance of \$50,000 is available in the Grassroots Tennis' account for the construction of picnic shelter. The remaining required funding for this project is available in a Recreation and Parks capital budget account.

ACTION REQUESTED:

- a. **Authorize the Mayor, Harry W. Rilling, to execute a Contract with Epifano Builders Inc. for the installation of a picnic shelter at Ely Park for a total not to exceed \$53,750.00. Acct # 09196030 5777 C0321 & 09186030 5796 C0321**
- b. **Authorize the Office of Building Management to issue Change Orders on Contract for a total not to exceed \$5,375.**

Cc: Nick Roberts, Director of Recreation and Parks
 Caron Palder, President, Norwalk Grassroots Tennis and Education

October 24, 2019

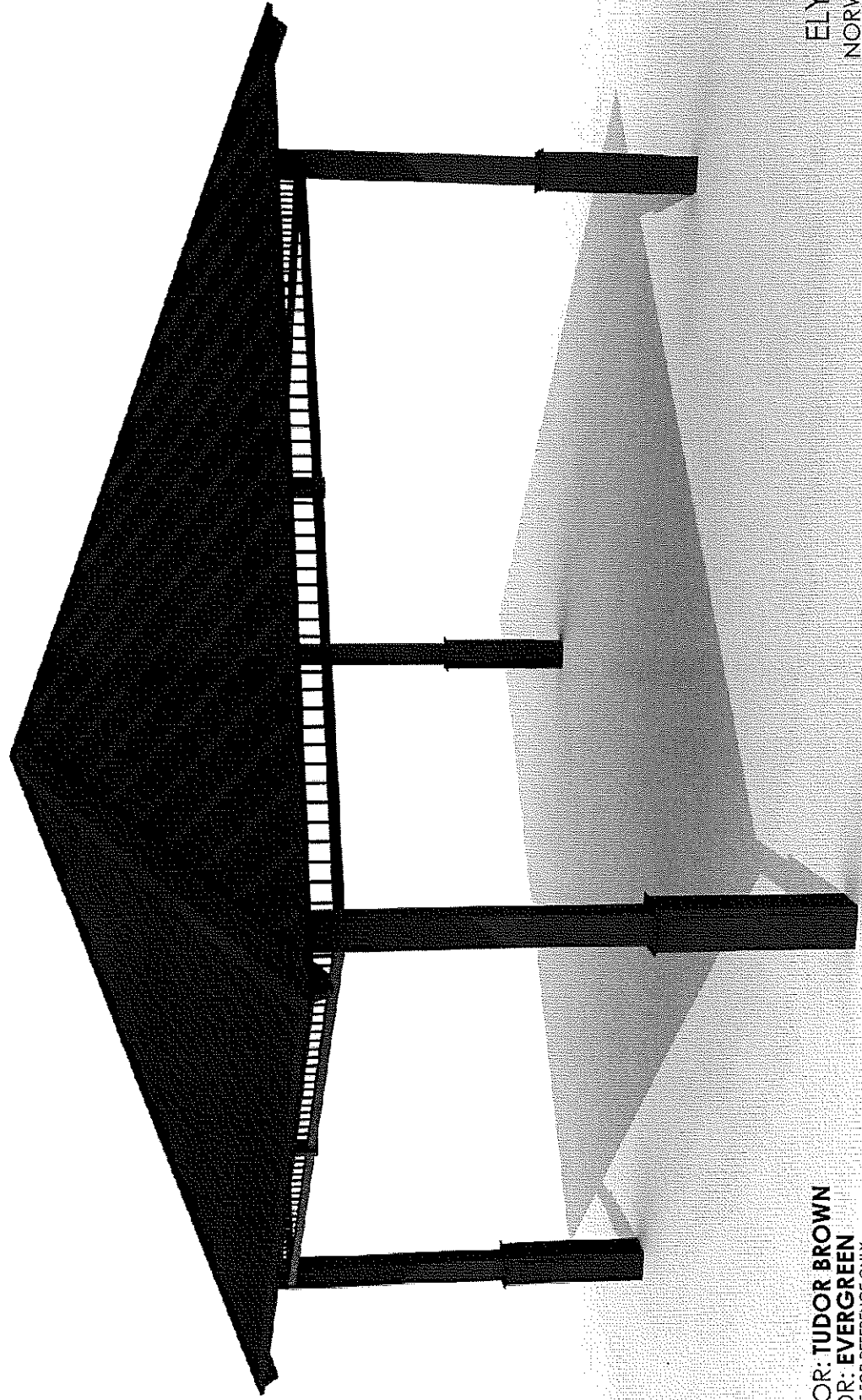
**NORWALK PURCHASING DEPARTMENT
RESPONSE SUMMARY #3971
Ely Park Picnic Shelter Project**

Thank you for your response to our Request for Bid submissions. The following is a summary of the submitted bids for this solicitation process.

Vendor	Total Lump Sum Price
Maggiore Construction, Inc	\$67,243.00
Epifano Builders Inc.	\$53,750.00
Grasshopper Lawns Inc.	\$58,900.00
NAC Industries Inc.	\$77,000.00
Laporta Partners Ilc	*

*Non-conforming bid: did not submit a Bid Security and/or did not submit the other required forms

poligon[®]



FRAME COLOR: **TUDOR BROWN**
ROOF COLOR: **EVERGREEN**

COLORS SHOWN ARE FOR REFERENCE ONLY.
CONTACT INFO@POLIGON.COM TO REQUEST ACTUAL COLOR SAMPLES.

ELY PARK
NORWALK, CT
SQR 20

MEMORANDUM

To: Land Use & Building Management Committee Members
Planning Commission Members
Common Council Members

From: Darin L. Callahan, Assistant Corporation Counsel

Cc: Mario F. Coppola, Corporation Counsel
Alan Lo, Director of Land Use & Building Management

Date: November 27, 2019

Re: Lease of 98 South Main Street to The Riverbrook Regional YMCA

Dear Committee Members,

As you are aware, the City of Norwalk (the "City") solicited bids ("RFP 3957") from qualified organizations interested in renovating and leasing 98 South Main for the purpose of providing community-based programming. The Riverbrook YMCA ("YMCA") was the successful bidder.

Our Department, in coordination with Land Use and Building Management, has worked with the YMCA for several months to develop a lease term sheet detailing the parties' general understanding on lease and renovation terms in contemplation of preparing a formal lease. The lease term sheet is attached hereto as Exhibit 1 with key parts summarized below. The programming proposed by the YMCA is attached hereto as Exhibit 2 and includes over 35 different phased in programs the YMCA intends to offer the Norwalk community out of 98 South Main.

The initial terms of the lease is for 30 years with two options to renew for ten year each. While the YMCA's base rent will be recital, costs associated with maintaining the basic functions of stability to the foundation, load-bearing walls, floor slabs, columns and joists, roof and parking lot will be amortized over the course of the useful life of the applicable repair

and charged back to the YMCA as additional rent. The YMCA will be responsible for the costs of all utilities as well as all general maintenance and repairs. The City will assume the costs of maintaining and repairing all subgrade sewer and plumbing lines.

The arrangement contemplates a \$4,000,000 interior and exterior renovation project proposed in the YMCA's RFP response with minimum funding from the following sources: \$1,000,000 by the YMCA; \$1,000,000 by the City; and \$2,000,000 from YMCA fund raising, grants from the State of Connecticut, and funds assembled by the YMCA in partnering with other agencies and organizations, e.g. the Norwalk Housing Authority. The term sheet identifies milestones by which the financing needs to be in place and construction must commence targeting project completion by the end of 2023.

I would be pleased to answer any questions or concerns you have regarding this matter.

Lease Term Sheet

Land: 98 South Main Street, South Norwalk, CT (the "Land").

Landlord: City of Norwalk, CT (the "Landlord")

Tenant: The Riverbrook Regional Young Men's Christian Association, Inc. (the "Tenant")

Building: Approximately 21,456 square feet on two floors (the "Building").

Lease Premises: The Land and Building.

Permissible Use: Neighborhood YMCA and all ancillary programming consistent with the programming proposed by the Tenant in its RFP Response (See "Schedule A" attached hereto).

Commencement: Upon execution of a Lease Agreement.

Lease Term: Thirty (30) years from the Commencement Date.

Early Termination: Standard commercial lease termination provisions shall be included in the Lease. Additionally, the Landlord shall have the right to terminate in the event that the Critical Construction Milestone are not satisfied by the Tenant, or in the event that Tenant discontinues providing Permissible Use programming.

Rent:

1. Base Rent: The annual Base Net Rent during the Lease Term shall be One Dollar and 00/100 Cents (\$1.00).

2. Additional Rent: All costs incurred by the Landlord for (i) Infrastructural Repairs (except those associated with the Initial Alteration and Improvement Work); and (ii) in performing lease obligations which Tenant fails to perform in accordance with the terms and conditions of Lease upon written notices and expiration of right to cure. The cost of Infrastructural Repairs shall be amortized over the course of the useful life of the applicable repair at a rate to be determined and

payable by Tenant as Additional Rent in equal quarterly installments.

Maintenance, Repairs and Renovation Work:

1. Gen. Maint. & Repairs: Except for Infrastructure Repairs, Subgrade Infrastructure, and Initial Alteration and Improvement Work, Tenant shall be responsible for all maintenance and repair work to the Leased Premises as its sole cost and expense ("GMR Work").

2. IAI Work: Initial Alteration and Improvement Work shall be performed by Tenant with prior approval by the Landlord which shall not be unreasonably withheld. The term "Initial Alteration and Improvement Work" means pre-occupancy repairs identified by the Tenant, unrelated to Renovation Work, which the Landlord reasonably determines are necessary for the Tenant to commence Stage 1 Programming as set forth in Schedule A. The Landlord shall reimburse the Tenant for fifty percent (50%) of the cost of Initial Alteration and Improvement Work in an amount not to exceed Two Hundred Thousand Dollars and 00/100 Cents (\$200,000.00) in the aggregate (the "Landlord's IAI Work Budget"), provided that, said work qualifies as a facility improvement (the general scope of which is to be mutually agreed upon between the parties prior to lease execution) to the Premises, as determined by the Landlord in exercise of its reasonable discretion.

In the event that the Landlord's reimbursements to the Tenant for Initial Alteration and Improvement Work are less than the Landlord's IAI Work Budget, the remaining balance (the "IAI Work Budget Balance") shall be re-allocated to the Landlord's Renovation Work Budget.

3. Renovation Work: Renovation Work shall be performed by Tenant. The Term "Renovation Work" means the renovation project of the Leased Premises proposed by the Tenant within its RFP Response, including, but not limited to, the proposed conceptual design, in conjunction with the Tenant's roll out of all aspects of the Staging of Programs & Services set forth therein.

The Tenants shall engage appropriate professionals in performing aspects of the Renovation Work, including, but not limited to, an Architect approved by the Landlord, which such approval shall not unreasonably be withheld. Additionally, the Tenant shall use a Construction Manager At-Risk (GMP) Deliver Method in performing the Renovation Work through a Construction Manager approved by the Landlord, which such approval shall not unreasonably be withheld.

Renovation Work shall require approval of the Landlord's Land Use Committee, with resubmission required in the event of material changes thereto upon completion of the Construction Documents.

Provided the Architect's Design Development Documents (and the Construction Documents, if applicable) have been approved and the Tenant Renovation Work Budget obligation has been satisfied on or before the Construction Funding Deadline, the Tenant may access the Landlord Renovation Funds to pay for the Landlord's pro rata share of Renovation Work construction costs on a percentage of completion basis (as certified by Tenant's Architect) as follows: 15%, upon commencement of construction; 25%, upon 25% progress toward substantial completion, 25%, upon 50% progress toward substantial completion, 25%, upon 75% progress toward substantial completion; 5%, upon substantial completion, 5%, upon completion of all punch list items.

Commencement of the Design Phase of the Renovation Work by [December 31, 2020], construction phase of the Renovation Work by [December 31, 2021], and completion of said construction by December 31, 2023] shall each be deemed Critical Construction Milestones.

4. Infrastructure Repairs:

Commencing upon issuance of the Certificate of Occupancy for the Renovation Work and continuing throughout the remaining Term of the lease, Landlord shall perform all Infrastructure Repairs which the Parties, acting in good faith, agree are necessary.

The term "Infrastructure Repairs" mean repairs that are essential to maintaining the basic functions of stability to the foundation, load-bearing walls, floor slabs, columns and joists, roof and parking lot of the Leased Premises. Infrastructure Repairs shall be charged back to the Tenant as Additional Rent as set forth above.

- 5. Subgrade Infrastructure:** Landlord shall maintain and repair all subgrade sewer and plumbing lines ("Subgrade Infrastructure") at its sole cost and expense.

Minimum Budget & Financial Milestone:

- 1. Minimum Budget:** The minimum Budget for the Renovation Work shall be [\$4,000,000.00] (the "Minimum Renovation Work Budget").
- 2. Allocation:** The Landlord shall be responsible for \$1,000,000.00, plus the IAI Work Budget Balance (the "Landlord Renovation Funds"). The Tenant shall be responsible for the balance necessary to fully fund the Minimum Renovation Work Budget, plus any construction cost overruns (the "Tenant Renovation Fund Budget").
- 3. Proof of Funds:** The Tenant shall provide "proof of funds" statement from its bank, or otherwise prove to the satisfaction of the Landlord, that it has secured the requisite funds to fully fund the Tenant Renovation Work Budget no later than [December 31, 2020] (the "Budget Funding Deadline") which shall be deemed a Critical Construction Milestone, and within thirty (30) days of receipt of the Trade Bids from its Construction Manager (the "Construction Funding Deadline").
- 4. Revised Budget:** In the event Tenant is not able to secure the requisite funds to fully fund the Tenant Renovation Work Budget by the Budget Funding Deadline, the scope of the Renovation Work, at Tenant's option, may be redesigned to accommodate a revised project. In such event, the Minimum Renovation Work Budget will decrease in relation to the revised project.

- Renewal Option:** So long as Tenant is not in default under the terms of the Lease, Tenant shall have two additional ten (10) year options to renew the Lease at a rental rate of

\$1.00 per year plus any "pass through" expenses due to Capital Repairs. Tenant shall provide Landlord with not less than twelve (12) months prior written notice of Tenant's exercise of any renewal option, and Landlord shall provide the Tenant with a written notice within sixty (60) days thereafter confirming the rental rate for the renewal period.

Utility Expense:

All utilities servicing the Leased Premises shall be separately metered and paid for by the Tenant.

Security:

Tenant shall have the right to install its own security system to service the Leased Premises, and, except in the event of an emergency, Landlord shall have access to the Leased Premises with 24 hours notice to Tenant.

Assignment & Subletting:

Tenant shall have the right to assign or sublet the Leased Premises consistent with the Tenant's Permitted Uses subject to Landlord's consent, which consent shall not be unreasonably withheld, conditioned, delayed or denied, and said assignment of sublease may provide that another entity will pay a portion of costs associated with its occupancy, but the Tenant is not permitted to charge another entity "rent".

Current Occupants:

Tenant recognizes that Americares operates a free clinic that occupies approximately _____sf of space at the Leased Premises, and Tenant agrees that Americares shall continue to have the right to occupy the same amount of space within the Leased Premises so long as it pays the Tenant for the proportionate share of costs associated with its occupancy. Tenant further recognizes that the Landlord executed an agreement with the South Norwalk Community Center, Inc. ("SNCC") in which the SNCC has a right to occupy approximately 700 sf at the Leased Premises for a five (5) year period of time commencing on June 1, 2019 and continuing through May 31, 2024 at the rate of \$1,750 per year with a five (5) year extension option at the same rate. The Tenant shall be entitled to a monthly reimbursement from Landlord equivalent to the total costs associated with SNCC's occupancy. Provided Landlord and Tenant are in agreement as to timing

and location, either party shall have the right to relocate SNCC to other areas within the Leased Premises so long as the requesting party pays for all relocation costs. The Tenant acknowledges and understands that the Landlord does not have a contractual right to relocate Americares; however, provided the Tenant requests such relocation and pays the relocations costs, the Landlord agrees to use its best efforts to relocate Americares.

Parking: TBD.

Signage: All signage shall be designed in accordance with state and local standards. Tenant, at its sole expense, may install exterior building signage (displaying the YMCA national and regional branding as applicable) in a prominent location, subject to Landlord's reasonable review and compliance with the City of Norwalk municipal code.

Ryan Park: As a condition of the Lease, the Landlord will confirm in writing its commitment to work with the Tenant to develop a mutually agreeable long term use agreement for Tenant's access and use of Ryan Park for programming and summer camp.

Commissions: Tenant represents to Landlord that it has not dealt with any real estate broker, salesperson or finder in connection with this transaction.

Non-Binding: No agreement except a fully executed and delivered Lease Agreement shall create any legally binding obligation for either Landlord or Tenant.



NORWALK YMCA: Staging of Programs & Services

NAME	STAGE 1 (Building "as is" - cosmetic & mechanical upgrades)	STAGE 2 (3-4 classrooms renovated)	STAGE 3 (Building completely renovated)
Race4Chase	●		
Swim Access	●		
LiveStrong	●		
Smoking Cessation	●		
Healthy Weight & Your Child	●		
Blood Pressure Self-Monitoring	●		
Enhance Fitness	●		
Diabetes Prevention	●		
Community Health Lectures	●		
Parkinson Delay the Disease	●		
Healthy Kids Day	●		
Walking Club	●		
Asthma		●	
Afterschool Enrichment		●	
Community Family Fitness Nights		●	
Afterschool (NHA)		●	
Aspire		●	
A Matter of Balance		●	
Recreation Programs (Ryan Park)		●	

Summer Camp				
Rowing				
Child Care				
STEM/STEAM (TASC - Teen Action Science Crew)				
Tutoring				
Youth Safety Violence Prevention Mentoring				
Urban Gardening				
Creating a Healthy Black History for the Future				
Halloween Family Night				
Breakfast with Santa				
ESL				
Employment Training				
College Readiness				
Computer Training				
Togetherhood				
Youth & Government				
Parenting Skills				
National Walking Day				
Grandparents Day Celebration				
Diversity Awareness Day				
Swim Access (Adults)				
Visual Arts				



CITY OF NORWALK
 Alan Lo, Buildings and Facilities Manager
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 Norwalk City Hall
 125 East Avenue, PO Box 5125
 Norwalk, CT 06856-5125

TO : MEMBERS OF COMMON COUNCIL

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER *AL*

RE : CITY HALL – OFFICE RELOCATION

DATE: NOVEMBER 25, 2019

Norwalk City Hall opened in 1986/1987 following a complete renovation and addition of the old Norwalk High School building. Through the years, departments' responsibilities/organization and staffing level have changed. Recently, the City approved a reorganization plan which incorporates the relocation of offices to better serve the public. As there is limited availability of swing space, Building Management developed a phasing plan which has approximately 10 phases. We worked closely with Mayor's Chief of Staff, division chiefs and department heads to relocate departments, to reorganize their offices and to develop the phasing schedule. The design takes into consideration of:

- Departments' current and future staffing requirements which included staff counts and type of space required;
- Proximity of the related departments to each other;
- Provide the desirable security separation between staff and the public; and
- Where possible, provide some improvements to modernize the office space.

It is important to note that the plan excludes new office furniture unless the required furniture is not available from existing inventory.

Since September 2019, we completed the following:

- Relocated Purchasing Department to old Redevelopment Agency
- Renovated old Purchasing Department and relocated Registrar's Offices
- Renovated old Registrar's Office and relocated Traffic & Parking
- Renovated two offices in old Redevelopment Agency
- Moved Recreation & Parks to DPW

The next phases include:

- Move Human Relations to old Redevelopment Agency
- Renovate old Recreation & Parks and Human Relations offices and move Planning & Zoning
- Renovate old Redevelopment Agency and move Youth Services
- Renovate old Youth Services for Purchasing Department
- Renovate old Planning & Zoning offices for Personnel and Recreation & Parks services
- Renovate old Code Enforcement and Personnel offices for Code Enforcement, Traffic & Parking and Economic Development offices.

In order to maintain continued service to the public, we phased this project and obtained pricing from contractors and issued Purchase Orders through Purchasing Department. However, the next phase involves the renovation of the old Recreation & Parks and Human Relation Departments which was expected to exceed the threshold amount, therefore, public bidding is required. Building Management prepared construction bid documents and Purchasing Department advertised the project for bids. Attached is a summary of the bids.

After a review of the bids and scope review with the apparent low bidder, we learned that their bid was incomplete, and hence, was rejected. At this time, Building Management would like to move forward with the second bidder Re-Tech LLC in the amount of \$86,000. Re-Tech LLC has successfully completed prior work with the City.

In terms of funding, Board of Estimates allocated approximately \$170,000 from last year's operating budget for this project. There is an additional approximately \$35,000 available from a Planning and Zoning capital budget account for office improvements. It is anticipated that Building Management would seek additional operating budget funds through BET to complete the balance of this project.

ACTION REQUESTED:

- Authorize the Mayor, Harry W. Rilling, to execute an agreement with Re-Tech LLC for the renovation of the old Recreation and Parks' and Human Relation's Offices for new Planning & Zoning Offices for a total not to exceed \$86,000.00. Acct. #014086-5266 and #09193310 5777 C0630**
- Authorize the Office of Building Management to issue change orders on contract for a total not to exceed \$8,600.00**

November 7, 2019

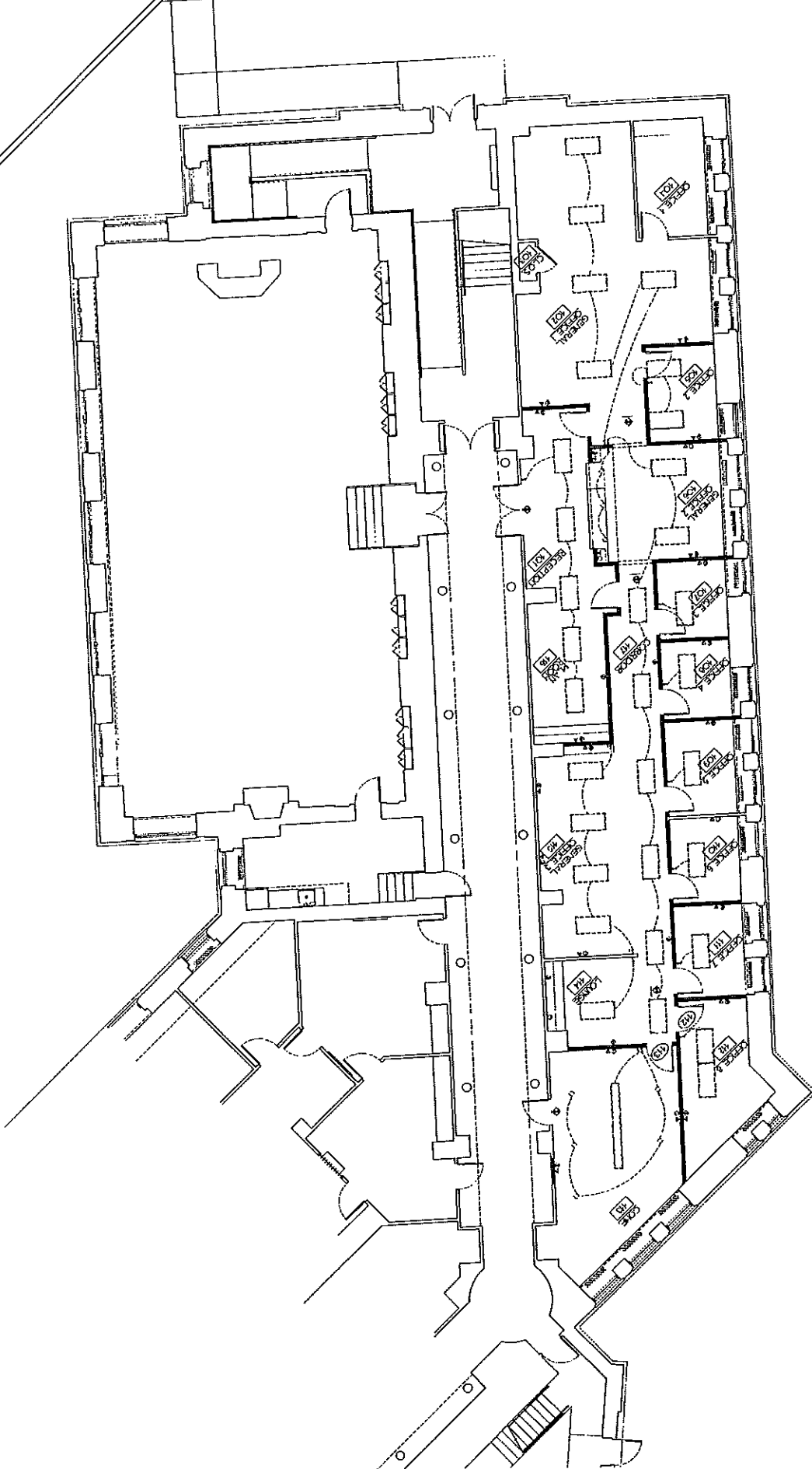
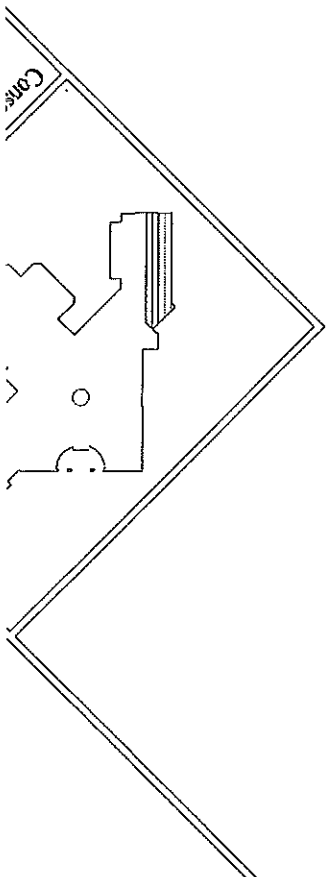
NORWALK PURCHASING DEPARTMENT
RESPONSE SUMMARY - PROJECT #3973
Renovation of Planning and Zoning Office

Thank you for your response to our request for Bid submissions. The following is a summary of the submitted bids for this solicitation process.

VENDOR	TOTAL LUMP SUM PRICE
Diversity Construction Group, LLC	\$210,000.00
John L. Simpson Co. Inc.	\$106,115.00
Deluca Construction Company	\$149,197.00
Giacorp Contracting Inc	\$198,720.00
Gennarini Construction Company, Inc.	\$137,000.00
HV Contractor Corp.	\$88,856.00
A-Prefered Construction, LLC	\$162,000.00

RE-TECH LLC	\$86,000.00
Mercury Electric, LLC	\$42,157.36
Integrated Building Services	\$158,000.00

1 PARTIAL FIRST FLOOR ELECTRICAL PLAN
SCALE: 1/8" = 1'-0"



TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDING & FACILITIES MANAGER 

DATE: NOVEMBER 22, 2019

RE: BEN FRANKLIN CENTER – PHASE 2 ROOFING REPLACEMENT PROJECT

On June 20, 2019 the City's Purchasing Department solicited bids for the Roof Replacement project (Phase Two) for the Ben Franklin Center. The building was constructed in 1930 with two (2) later additions and extensively renovated in 1988. The roofs have reached their life expectancy. Phase 1 roofing project was completed in August 2019 (main roof and entrance over gym) and Phase 2 is scheduled for March of 2020 (gymnasium and lower classroom roofs).

The City received nine (9) bids. The results are as follows:

FIRM	Phase Two Bid
Shoreline Restoration LLC	\$206,052.00
A-Preferred Construction	\$257,600.00
Bay Restoration	\$284,997.75
Young Developers	\$291,800.00
Silktown Roofing, Inc	\$321,500.00
Greenwood Industries	\$355,500.00
Armor-Tite Construction	\$395,650.00
J. Antonelli Roofing	\$398,992.00
Barrett, Inc	\$404,600.00

Subsequent to bid opening, the Purchasing Department and the Office of Building Management conducted a project scope review with the apparent low bidder, Shoreline Restoration and is hereby recommending the award. The amount of \$190,000.00 is available in the Ben Franklin Center roof replacement account. The balance is available from the Various City Buildings Repair & Improvements accounts.

ACTION REQUESTED:

- a. **Authorize the Mayor, Harry W. Rilling, to execute an agreement with Shoreline Restoration LLC for the Ben Franklin Center Roof Replacement project (Phase 2) for a total not to exceed \$206,052.00. Funds are available from account #0920 7100 5777 C0295 and #0919/20 7100 5777 C0476.**
- b. **Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$20,605.00**

August 22, 2019

Councilman Tom Livingston
Chairman Land Use Committee
125 East Avenue
Norwalk, CT 06851

Re: 24 James Street, Norwalk, CT

Dear Councilman Livingston:

Thank you for considering the possibility of the City of Norwalk accepting title to 24 James Street as a gift.

I am offering to give the City of Norwalk title to my property at 24 James Street.

Please let me know what the next step are to follow in this process.

Thank you.

Best regards,



Andrian Straistaru

Tel: 203 644 8651

E-mail: andrriuha.85@gmail.com



CITY OF NORWALK
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Norwalk, CT 06856-5125

October 28, 2019

Norwalk Planning Commission
Norwalk City Hall

RE : 24 JAMES STREET – LAND DONATION

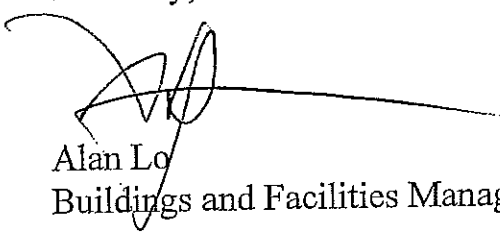
Dear Commissioners:

On behalf of the Land Use and Building Management Committee of the Norwalk Common Council, I am hereby requesting Norwalk Planning Commission review and recommendation in accordance with the Connecticut State Statutes Section 8-24, on the proposal from the property owner of 24 James Street to donate the property to the City.

24 James Street is a small lot located along Silvermine River. It is identified on attached property map as Lot 21. This property is 0.07 acre and is not buildable. The City currently has a storm drainage line through the property. The Land Use and Building Management Committee has reviewed the request and is considering favorably on the acceptance of the donation.

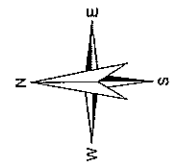
Please review this request and please provide the Common Council with your recommendation. Thank you.

Sincerely,

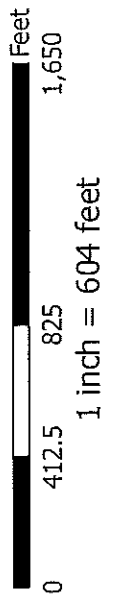


Alan Lo
Buildings and Facilities Manager

Cc: Tom Livingston, Chairman, Land Use and Building Management Committee



Norwalk, CT



24 JAMES STREET

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