

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

To allow public access, anyone may access a meeting by telephone and/or Zoom, or a recording in the City of Norwalk YouTube channel. Specific instructions and links can be found at norwalkct.gov/meetings.



Members of the public may call in to participate. Callers will not be able to see the meeting participants. All participants will be muted upon entering the meeting. To speak, dial *9 on the phone and you will be called on by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



Members of the public who wish to provide "live comments" may also use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be included into the record, they must be submitted by 12:00 p.m. the day of the meeting. Please email Irene Dixon at idxon@norwalkct.gov with the subject line "Public Comment" to provide written public comment prior to the meeting.

- I. ROLL CALL**
- II. ACCEPTANCE OF MINUTES**
 - A. Regular Meeting: March 25, 2025**
- III. PUBLIC PARTICIPATION**
- IV. MAYOR**
 - A. RESIGNATIONS AND APPOINTMENTS**
 - 1. RESIGNATIONS**
 - a. Sarah Rendon Garcia, Norwalk Commission on Gender Equity**
 - B. MAYOR'S REMARKS**
- V. COUNCIL PRESIDENT**
 - A. RESIGNATIONS AND APPOINTMENTS**
 - 1. APPOINTMENTS**

- a. Kitty Sang, Board of Ethics, Regular
- 2. REAPPOINTMENTS
 - a. Michelle Sawyer, Board of Ethics, Regular

B. CONSENT CALENDAR

C. GENERAL COUNCIL BUSINESS

- 1. Update on The Walk Bridge Program by CONNDOT

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC SAFETY AND GENERAL GOVERNMENT

- 1. Authorize the Purchasing Agent, Sharon Connors, to issue a purchase order to the sole bidder, Brown Helicopter Inc 10100 Aileron Ave, Pensacola, Florida, 32506 for the purchase of a refurbished boat, MetalShark 29 Vigilant not to exceed \$240,000. The 25% municipal grant match of \$60,000 has been allocated for in the 2022-2023 Capital budget. Account number: 363185-5738-G000S

B. ECONOMIC AND COMMUNITY DEVELOPMENT

- 1. Authorize the Mayor, Harry W. Rilling, to execute a contract agreement with GL Capasso, Inc., in the amount of \$1,735,827 for project NPA2025-01, Repairs and Improvements at the Haviland Parking Garage.

ACCT: 09254095 5777 C03030

- 2. Authorize the Mayor, Harry W. Rilling to execute a Temporary Construction Easement/Right of Way Agreement between the City of Norwalk and Nea Liosa, LLC for the construction of sidewalks at 26 Wall Street as part of TMP 2023-2 East Wall Street Landmark Square, Safety, Accessibility, and Streetscape Improvement Project.

ACCT: 0925 3750 5777 C0800

- 3. Approve the 2025-2026 Capital Budget.

C. LAND USE AND BUILDING MANAGEMENT

- 1. Elevator Maintenance Contract Bid- #4421
 - a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with TK Elevator Corp. for the elevator maintenance services at various City buildings. Agreement will be for five (5) years beginning July 1, 2025 for a total amount not to exceed

\$130,286.19. Funding is available in various building operating accounts for FY 2025 - 2026 and subsequent years will be subject to availability of operating funds.

- b.** Authorize a contingency allowance in the amount not to exceed \$5,000 per year in the event Building Management takes on the management of Lockwood Mathews Mansion Museum as well as the Norwalk Community Recreation Center upon its completion.
- 2.** Authorize the Mayor, Harry W. Rilling, to execute a general gas service agreement with Eversource Energy for the Norwalk High School Project for a term of 15 years and a \$0.00 contribution amount.
- 3. BOILER PURCHASE APPROVAL FOR ROWAYTON ELEMENTARY SCHOOL HVAC PROJECT**
 - a.** Authorize the Purchasing Agent to issue a purchase order to F.W. Webb Company to purchase the boilers for the Rowayton Elementary School (State Project #103-001 HVACN) in the amount of \$109,840.00. Funds are available in Acct. #09245010 5777 C0843.
 - b.** Authorize allowance for change order in an amount not to exceed \$5,492.00. Acct. #09245010 5777 C0843.

D. PUBLIC WORKS

- 1.** City of Norwalk and Grasso Companies, LLC for Project RD2025-1 - Roadway Paving and Sidewalks for Flax Hill Road
 - a.** Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Grasso Companies, LLC for Project RD2025-1 - Roadway Paving and Sidewalks for Flax Hill Road (From Arbor Drive to Highland Avenue) for a sum not to exceed \$1,801,903.30.

Account No.

09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 19 4021 5777 C0318
09 25 4021 5777 C0318
09 25 4021 5777 C0440

- b.** Authorize the Chief of Operations and Public Works to execute orders on the contract with Grasso Companies, LLC for Project RD2025-1 - Roadway Paving and Sidewalks for Flax Hill Road (From Arbor Drive to Highland Avenue) for a sum not to exceed \$180,190.33.

Account No.

09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 19 4021 5777 C0318
09 25 4021 5777 C0318
09 25 4021 5777 C0440

2. Authorize the Purchasing Agent to increase the Purchase Order for the First Amendment to the April 9, 2024, Agreement between the City of Norwalk and Burns Construction Company, Inc., for Project PM2024-2 – Permanent Roadway Repairs and Surface Restoration, by an amount not to exceed \$400,000.00.

Account No.: 03 00 00 2602

3. Technical Correction of the Common Council Action of December 10, 2024, Item VII.E.6, Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Langan CT, Inc. to provide design development and construction administration services, for a sum not to exceed \$100,000.00, through sole source justification.

Account No.
09 24 7100 5777 C0836

- VIII. **RESOLUTIONS FROM COMMON COUNCIL**
IX. **MOTIONS POSTPONED TO A SPECIFIC DATE**
X. **SUSPENSION OF RULES**
XI. **ADJOURNMENT**

APPOINTMENTS

BOARD OF ETHICS	C	Chapter 32-12
KITTY SANG (U)		Term Expires - 03/10/2028
26 Bartlett Avenue		Regular
Norwalk, CT 06851		

REAPPOINTMENTS

BOARD OF ETHICS	C	Chapter 32-12
MICHELLE SAWYER (D)		Term Expires - 03/10/2028
8 Nordan Place		Regular
Norwalk, CT 06855		

**COMMON COUNCIL
NORWALK, CONNECTICUT COMMON COUNCIL CHAMBERS
AND VIA TELECONFERENCE**

MARCH 25, 2025

II.

Mayor Rilling called the meeting to order at 7:30 p.m. and led the Assembly in reciting the Pledge of Allegiance.

Mayor Rilling announced that Congresswoman Mia Love had passed away from cancer on the 23rd. Congresswoman Love was born in Brooklyn and raised in Norwalk. She graduated from Norwalk High School.

The City also lost one of its Public Works Junior Engineers, Igor Romao. His hard work and dedication made a lasting impact on all who knew him.

Mayor Rilling request a moment of silence in memory of both Congresswoman Love and Mr. Romao.

I. ROLL CALL

Ms. Murillo called the Roll as follows:

Council at Large:	Mr. Gregory Burnett	Mr. Joshua Goldstein
	Mr. Johan Lopez	Ms. Niedzielski-Eichner
	Ms. Barbara Smyth	
District A:	Ms. Nicol Ayers	Mr. Jalin Sead
District B:	Mr. Dajuan Wiggins	Ms. Darlene Young
District C:	Ms. Nicole Eaddy	Ms. Anne Wennerstrand
District D:	Ms. Heather Dunn	Mr. Douglas W. Sutton
District E:	Mr. James Frayer	Ms. Lisa Shanahan

At Roll Call there were fifteen (15) Common Councilmembers present. A quorum was present.

Also present were Mayor, Harry Rilling; Assistant City Clerk, Esther Murillo and Corporation Counsel, Mario Coppola.

II. ACCEPTANCE OF MINUTES

A. Regular Meeting: March 11, 2025

**** MS. SHANAHAN MOVED THE MINUTES OF THE MARCH 11, 2025 MEETING.**

Page 6, under **Consent Calendar**: please change the following from:

Ms. Smyth announced that Mr. Lohan would be reading this evening's Consent Calendar.

**** MR. LOHAN MOVED THE FOLLOWING CONSENT CALENDAR:**

To: Ms. Smyth announced that Mr. Lopez would be reading this evening's Consent Calendar.

**** MR. LOPEZ MOVED THE FOLLOWING CONSENT CALENDAR:**

II.

**** THE MOTION TO APPROVE PASSED WITH FOURTEEN (14) IN FAVOR (AYERS, BURNETT, DUNN, EADDY, FRAYER, GOLDSTEIN, LOPEZ, SEAD, SHANAHAN, SMYTH, SUTTON, WENNERSTRAND AND YOUNG) AND ONE (1) ABSTENTION (NIEDZIELSKI-EICHNER).**

III. PUBLIC PARTICIPATION

Public participation comments are not verbatim and represent a summarization of statements unless otherwise noted. Speakers are Norwalk residents unless otherwise noted.

Mr. Chris Shimko came forward and greeted the Council. He stated that he was a lifelong resident of Norwalk and involved in flag football and Youth Baseball. He was present to speak about the recent increase in fees from \$10.00 to \$15.00 per person. He said they try to keep the cost low and the leagues have decreased from five down to one. He noted that they had invested over \$80,000 in the two fields that they use, Anastasia and Devine, along with the water bill for those fields. The fee increase last year from \$5.00 to \$10.00, which was a bit unexpected. He explained that the fields have not been maintained over the years and noted the best fields were the Cal Ripken field along with Anastasia and Devine fields. He noted that all the money for the fields is from the taxpayers and now they have to pay more on top of their taxes. It would cost up to \$10,000 a year for 400 kids to play on the fields, which is a lot of money for a non-profit. He encouraged the Council to consider this careful and suggested delaying it a year and possibly added in a phased increase.

Mr. Tyler Fairbairn came forward to speak about the proposed baseball fee increase. He said that they understood that it was probably necessary for maintaining the fees. He explained that they start registration in January and noted that there was a \$50.00 field use fee increase. He suggested that they lock in the rate for a few years. The organizations are not able to absorb the increase and have to pass it along to the players. He also asked that they let the organizations know in advance.

Mr. Vinnie Mangiacopra came forward and greeted the Council Members. He gave a brief background history of the group, which is a partnership between the Cal Ripken league and Norwalk Youth Baseball. They have three pillars: Norwalk Baseball, the parents and the City of Norwalk. He asked the Council to put the word “parents” next to all the organizations because that is who ends up paying these fees. It’s nice to make Norwalk a destination.

There was no one online who wished to address the Council at this time.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS – None at this time.

B. MAYOR’S REMARKS

II.

Mayor Rilling announced that Norwalk was named one of the top 100 places to live in Connecticut. The City's nightlife, diversity and commute were all factors, along with the family friendly atmosphere. He thanked those who contributed to making Norwalk such a great place to live.

The Calf Pasture Skate Park was named as the best playgrounds and best play space in Fairfield County in the 2024 Daily Voice Reader's Choice Awards. It was renovated in 2023 and it has become a very popular spot for resident skaters and visitors around the area. Mayor Rilling recognized the hard work of the City employees, particularly the Parks Department.

He thanked all those who attended the Mayor's Ball on March 14th and said he believed a great time was had by all. There is a possibility that they raised more money than previous Mayor's Balls. These funds will benefit the Salvation Army and the Family and Children's Agency, which are two non-profits which provide many services to Norwalk residents.

V. COUNCIL PRESIDENT

A. RESIGNATIONS AND APPOINTMENTS – None at this time.

B. CONSENT CALENDAR

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

B. BOARD OF ESTIMATE AND TAXATION

Ms. Smyth announced that Ms. Niedzielski-Eichner would be reading the Consent Calendar.

**** MS. NIEDZIELSKI-EICHNER MOVED TO APPROVE THE FOLLOWING
CONSENT CALENDAR.**

VII. COMMON COUNCIL COMMITTEES

A. FINANCE AND CLAIMS COMMITTEE

1. NARRATIVE ON TAX COLLECTIONS DATED MARCH 2025

2. MONTHLY TAX COLLECTOR'S REPORTS DATED FEBRUARY 2025

3. CLAIMS COMMITTEE REPORT DATED MARCH 2025

**6. AUTHORIZED THE MAYOR, HARRY W. RILLING, TO ENTER INTO A
THREE (3)-YEAR PURCHASE AGREEMENT WITH SOFTCHOICE
CORPORATION, INC. FOR SQL AND WINDOWS SERVER**

II.

MAINTENANCE. THE ANNUAL AMOUNT SHALL NOT EXCEED \$19,844.13, WITH A TOTAL AMOUNT NOT TO EXCEED \$59,532.39. ACCOUNT # 011370-574C, CITY IT CYBERSECURITY.

- 7. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO SUBMIT AN APPLICATION TO THE STATE OF CONNECTICUT FOR GRANT FUNDS PROVIDED UNDER THE STATE OF CONNECTICUT'S LOCAL CAPITAL IMPROVEMENT FUND FOR LOCAL CAPITAL IMPROVEMENT PROGRAM (\$859,498.31 – 2025 GRANT)**
- 8. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE THE GRANT ASSIGNMENT CERTIFICATION, SFY 2026 ASSIGNING STATE OF CONNECTICUT 13B-38BB ELDERLY AND DISABLED DEMAND RESPONSIVE MUNICIPAL GRANT PROGRAM APPORTIONED FUNDS TO OPERATION OF TRANSPORTATION SERVICES COORDINATING ENTITY, NORWALK TRANSIT DISTRICT. CITY MATCH \$390,000 ACCOUNT 012010- 5A0620.**
- 9. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO CTL CORPORATION. FOR THE SUPPLY OF 300 CHROMEBOOKS, FOR AN AMOUNT NOT TO EXCEED \$136,800.00 ACCOUNT 09255010-5777-C0112.**

B. ORDINANCE

- 1. APPROVE SECTION 103-14 APPOINTMENT OF MEMBERS; INCREASE IN MEMBERSHIP (BOARD OF ASSESSMENT APPEALS).**

C. RECREATION, PARKS AND CULTURAL AFFAIRS

- 3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO SIGN AN AGREEMENT CLARIFYING THE LONG HISTORY OF JOINT USE OF THE CITY OF NORWALK'S PUBLICLY HELD SCHOOL BUILDINGS AND FACILITIES BETWEEN NORWALK PUBLIC SCHOOLS AND ITS PTO AND PTAS AND NORWALK'S DEPARTMENT OF RECREATION; AND THIRD-PARTY USERS. AND CLARIFYING TIMING AND SITUATIONS DETERMINING PRIORITY USE. (THE AGREEMENT HAS BEEN PASSED BY THE SCHOOL BOARD AND IS AWAITING SIGNATURE BY THE SCHOOL SUPERINTENDENT)**
- 4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT FOR THE USE OF CALF PASTURE BEACH AND IMMEDIATE SURROUNDING GROUNDS BY THIRD TAXING DISTRICT FOR THEIR SUMMER CONCERT SERIES TO BE HELD ON SUNDAY, JULY 20TH AND 27TH, AUGUST 10TH, 17TH,**

II.

24TH, AND 31ST, 2025 FROM 5:00 P.M. TO 7:00 P.M. SET-UP TIME BY 3:00 P.M. SATURDAY WITH TEAR-DOWN BY 8:00 P.M. APPROXIMATELY 500 PEOPLE.

- 5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT FOR THE USE OF VETERAN'S PARK AND IMMEDIATE SURROUNDING GROUNDS BY TRIANGLE COMMUNITY CENTER FOR THEIR PRIDE IN THE PARK TO BE HELD ON JUNE 14TH, 2025 FROM 2:00 P.M. TO 8:00 P.M. WITH A RAIN DATE OF SUNDAY, JUNE 15TH. SET-UP TIME BY 12:00 P.M. FRIDAY, JUNE 13TH WITH TEAR-DOWN BY 12:00 P.M. MONDAY, JUNE 16TH. APPROXIMATELY 10,000 PEOPLE.**
- 6. AUTHORIZE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO GRANT AN ELECTRICAL AND GAS UTILITY EASEMENT TO EVERSOURCE IN THE VICINITY OF WILLIAMS STREET, NORWALK, CONNECTICUT, FOR PURPOSES OF ACCESS AND MAINTENANCE. P&Z 8-24 REFERRAL: REFERRAL OF THE PROPOSED EASEMENT IN THE VICINITY OF WILLIAMS STREET, NORWALK, CONNECTICUT, FOR PURPOSES OF ACCESS AND MAINTENANCE, FOR REVIEW AND REPORT.**
- 7. AUTHORIZE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO GRANT A TEMPORARY ELECTRICAL AND GAS UTILITY EASEMENT TO EVERSOURCE IN THE VICINITY OF MARVIN STREET, NORWALK, CONNECTICUT, FOR PURPOSES OF ACCESS AND MAINTENANCE. P&Z 8-24 REFERRAL: REFERRAL OF THE PROPOSED EASEMENT IN THE VICINITY OF MARVIN STREET, NORWALK, CONNECTICUT, FOR PURPOSES OF ACCESS AND MAINTENANCE, FOR REVIEW AND REPORT.**
- 8. AUTHORIZE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO GRANT AN ELECTRICAL AND GAS UTILITY EASEMENT TO EVERSOURCE IN THE VICINITY OF CALF PASTURE BEACH ROAD, NORWALK, CONNECTICUT, FOR PURPOSES OF ACCESS AND MAINTENANCE. P&Z 8-24 REFERRAL: REFERRAL OF THE PROPOSED EASEMENT IN THE VICINITY OF CALF PASTURE BEACH ROAD, NORWALK, CONNECTICUT, FOR PURPOSES OF ACCESS AND MAINTENANCE, FOR REVIEW AND REPORT.**
- 9. AUTHORIZE THE PURCHASING AGENT TO ISSUE A SOLE SOURCE PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$125,000 TO PLANIT GEO, FOR THE ADDITIONAL INVENTORY OF 25,000 TREES,**

II.

FROM GRANT ACCOUNT 380000 5790 G0058.

D. COMMUNITY SERVICES

- 1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS, OR AMENDMENTS AS MAY BE NECESSARY WITH CINTAS CORPORATION FOR A PERIOD OF FIVE (5) YEARS, IN THE AMOUNT OF \$2,476.00 FOR YEAR ONE (1) INCREASED BY 3% FOR EACH YEAR THEREAFTER. ACCOUNT # 0120-70-5276.**
- 2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AGREEMENTS WITH CT STATE COMMUNITY COLLEGE – NORWALK FOR HEALTH DEPARTMENT STAFF AND VOLUNTEERS TO USE SPACE ON CT STATE NORWALK CAMPUS FOR THE KNOW YOUR NUMBERS HEALTH SCREENING PROGRAM ON VARIOUS DATES BETWEEN APRIL 1, 2025 AND MARCH 31, 2026.**
- 3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS, OR AMENDMENTS AS MAY BE NECESSARY WITH CARVER FOUNDATION, INC. TO PROVIDE FINANCIAL ASSISTANCE FOR THE 2025 SUMMER ENRICHMENT PROGRAM IN THE AMOUNT OF \$147,000. ACCOUNT NO. 012010-5A0620.**

E. ECONOMIC AND COMMUNITY DEVELOPMENT

- 1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO ANY AND ALL PROJECT AUTHORIZATION LETTERS AND OTHER DOCUMENTS REQUIRED BY CONN. DOT NEEDED FOR EXPENDITURE OF FUNDS UNDER THE CONNECTICUT DEPARTMENT OF TRANSPORTATION'S URBAN ACTION GRANT (UAG) PROGRAM FOR ROUTE 53 CHESTNUT HILL ROAD SIDEWALK PROJECT.
ACCT: 0924 3750 5777 C0824
0925 3750 5777 C0824**
- 2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND VHB FOR 100% DESIGN SERVICES, BID ADVERTISEMENT, AND BID ANALYSIS FOR THE ROUNDABOUT AT THE INTERSECTION OF SOUTH MAIN STREET, MEADOW STREET, WILSON AVENUE, & MEADOW STREET EXTENSION, IN AN AMOUNT NOT TO EXCEED \$377,000. ACCT: 0924 3750 5777 C0835**

II.

- 3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO ANY AND ALL DOCUMENTS AND AGREEMENTS REQUIRED BY THE CONNECTICUT DEPARTMENT OF TRANSPORTATION (CT DOT) TO ACCEPT FUNDING RELATED TO THE WEST ROCKS ROAD SIDEWALK PROJECT UNDER BOTH STATE PROJECT(S) 102-365 AND 102-374.**

VII. COMMON COUNCIL COMMITTEES

A. FINANCE AND CLAIMS COMMITTEE.

4. Tax Assessor Report and Resolution

**** MR. BURNETT MOVED TO APPROVE THE FOLLOWING ITEM**

RESOLUTION

WHEREAS, the City of Norwalk, acting through its Tax Assessor, makes an assessment of property taxes on motor vehicles on October 1 of each year in accordance with Sections 12-40 et. seq. of the Connecticut General Statutes; WHEREAS, for assessment years commencing on or after October 1, 2024, any municipality may, by vote of its legislative body elect to apply the modified schedule of depreciation under Section 12-63(b)(7)(B) of the Connecticut General Statutes; WHEREAS, the Common Council is the legislative body of the City of Norwalk; BE IT RESOLVED, that the Common Council of the City of Norwalk hereby elects to apply the modified schedule of depreciation under Section 12-63(b)(7)(B) of the Connecticut General Statutes as amended and in effect on the date of this resolution commencing from the October 1, 2024 Grand List.

Mr. Burnett said that they were looking to approve the amount of 90% and allow them to reduce the mill rate slightly.

Mr. Schmitt said that they had been talking about this for some time and the legislature decided to allow the change the percentage from 85% to 90%. He said that the previous formula would result in a 30% reduction in revenue but this change will reduce the shortfall.

Ms. Niedzielski-Eicher asked was what would happen when a vehicle aged out to 20 years. Mr. Schmitt said that the vehicle would be charged a flat rate.

**** THE MOTION PASSED UNANIMOUSLY.**

5. Special Capital Appropriation Relating to School HVAC Grant Projects.

II.

a. Approve the allocation of \$4,981,378.00 in Special Capital Appropriation funds for interim funding of the State's 60% share of the project costs in compliance with State HVAC grant requirements for Brien McMahon High School HVAC Improvement project.

b. Approve the allocation of \$1,996,352.00 in Special Capital Appropriation funds for interim funding of the State's 60% share of the project costs in compliance with State HVAC grant requirements for Brookside Elementary School HVAC Improvement project.

c. Approve the allocation of \$2,475,127.00 in Special Capital Appropriation funds for interim funding of the State's 60% share of the project costs in compliance with State HVAC grant requirements for Marvin Elementary School HVAC Improvement project.

d. Approve the allocation of \$1,815,319.00 in Special Capital Appropriation funds for interim funding of the State's 60% share of the project costs in compliance with State HVAC grant requirements for Silvermine Elementary School HVAC Improvement project.

e. Approve the allocation of \$6,395,171.00 in Special Capital Appropriation funds for interim funding of the State's 60% share of the project costs in compliance with State HVAC grant requirements for Rowayton Elementary School HVAC Improvement project.

f. Approve the allocation of \$3,877,126.00 in Special Capital Appropriation funds for interim funding of the State's 60% share of the project costs in compliance with State HVAC grant requirements for Naramake Elementary School HVAC Improvement project.

Mr. Burnett introduced the items and explained that they needed to vote on each item separately because they were different amounts at different schools.

**** MR. BURNETT MOVED TO APPROVE THE ALLOCATION OF \$4,981,378.00 IN SPECIAL CAPITAL APPROPRIATION FUNDS FOR INTERIM FUNDING OF THE STATE'S 60% SHARE OF THE PROJECT COSTS IN COMPLIANCE WITH STATE HVAC GRANT REQUIREMENTS FOR BRIEN MCMAHON HIGH SCHOOL HVAC IMPROVEMENT PROJECT.**

Mr. Burnett said that Mr. Lo was present to speak to the item. This is not a new project for the City and they have been working on other schools in the past. The City is required to allocate and insure that both the City portion and the State fund are secure. There will be reimbursement, but the City has to cover the State's share of the project.

Mr. Lo said that Mr. Schmitt was present to talk about the financial aspect. Mr. Lo said he was present to speak about any technical questions.

Mr. Schmitt said that back in December 2023, the Council had voted to bond for these projects and this was necessary to show they had local commitment to the project. This vote is to authorize the spending of the State's share. He gave the details.

II.

Ms. Dunn asked for clarification on Interim Funding. Mr. Schmitt said he believed it addressed the original funding that was approved to get the project started.

**** THE MOTION PASSED UNANIMOUSLY.**

b. Approve the allocation of \$1,996,352.00 in Special Capital Appropriation funds for interim funding of the State's 60% share of the project costs in compliance with State HVAC grant requirements for Brookside Elementary School HVAC Improvement project.

**** MR. BURNETT MOVED TO APPROVE THE ALLOCATION OF \$1,996,352.00 IN SPECIAL CAPITAL APPROPRIATION FUNDS FOR INTERIM FUNDING OF THE STATE'S 60% SHARE OF THE PROJECT COSTS IN COMPLIANCE WITH STATE HVAC GRANT REQUIREMENTS FOR BROOKSIDE ELEMENTARY SCHOOL HVAC IMPROVEMENT PROJECT.**

**** THE MOTION PASSED UNANIMOUSLY.**

c. Approve the allocation of \$2,475,127.00 in Special Capital Appropriation funds for interim funding of the State's 60% share of the project costs in compliance with State HVAC grant requirements for Marvin Elementary School HVAC Improvement project.

**** MR. BURNETT MOVED TO APPROVE THE ALLOCATION OF \$2,475,127.00 IN SPECIAL CAPITAL APPROPRIATION FUNDS FOR INTERIM FUNDING OF THE STATE'S 60% SHARE OF THE PROJECT COSTS IN COMPLIANCE WITH STATE HVAC GRANT REQUIREMENTS FOR MARVIN ELEMENTARY SCHOOL HVAC IMPROVEMENT PROJECT.**

**** THE MOTION PASSED UNANIMOUSLY.**

d. Approve the allocation of \$1,815,319.00 in Special Capital Appropriation funds for interim funding of the State's 60% share of the project costs in compliance with State HVAC grant requirements for Silvermine Elementary School HVAC Improvement project.

**** MR. BURNETT MOVED TO APPROVE THE ALLOCATION OF \$1,815,319.00 IN SPECIAL CAPITAL APPROPRIATION FUNDS FOR INTERIM FUNDING OF THE STATE'S 60% SHARE OF THE PROJECT COSTS IN COMPLIANCE WITH STATE HVAC GRANT REQUIREMENTS FOR SILVERMINE ELEMENTARY SCHOOL HVAC IMPROVEMENT PROJECT.**

**** THE MOTION PASSED UNANIMOUSLY.**

e. Approve the allocation of \$6,395,171.00 in Special Capital Appropriation funds for interim funding of the State's 60% share of the project costs in

II.

compliance with State HVAC grant requirements for Rowayton Elementary School HVAC Improvement project.

**** MR. BURNETT MOVED TO APPROVE THE ALLOCATION OF \$6,395,171.00 IN SPECIAL CAPITAL APPROPRIATION FUNDS FOR INTERIM FUNDING OF THE STATE'S 60% SHARE OF THE PROJECT COSTS IN COMPLIANCE WITH STATE HVAC GRANT REQUIREMENTS FOR ROWAYTON ELEMENTARY SCHOOL HVAC IMPROVEMENT PROJECT.**

**** THE MOTION PASSED UNANIMOUSLY.**

f. Approve the allocation of \$3,877,126.00 in Special Capital Appropriation funds for interim funding of the State's 60% share of the project costs in compliance with State HVAC grant requirements for Naramake Elementary School HVAC Improvement project.

**** MR. BURNETT MOVED TO APPROVE THE ALLOCATION OF \$3,877,126.00 IN SPECIAL CAPITAL APPROPRIATION FUNDS FOR INTERIM FUNDING OF THE STATE'S 60% SHARE OF THE PROJECT COSTS IN COMPLIANCE WITH STATE HVAC GRANT REQUIREMENTS FOR NARAMAKE ELEMENTARY SCHOOL HVAC IMPROVEMENT PROJECT.**

**** THE MOTION PASSED UNANIMOUSLY.**

Mayor Rilling commented that the public has been asking for this for a very long time and some of the schools are the location for Summer School. Even when school is in session during May and June, the temperatures can be in the 80's and 90's. When the temperatures are that high, the District has to close the schools. This will address the problem in six schools in Norwalk. Mayor Rilling thanked Senator Bob Duff and the State of Connecticut.

2. Approve Vape Shop ordinance.

**** MS. SHANAHAN MOVED TO APPROVE THE VAPE SHOP ORDINANCE.**

Ms. Shanahan then spoke about the recent proliferation of vape shops and become a troublesome issue because of confusion regarding cannabis and other safety concerns. At the request of the Police Chief, a meeting was held to strategize and to address the Police Chief's concerns. The Ordinance is the culmination of six months of work.

Ms. Shanahan then gave a brief overview of the Ordinance.

Police Chief Walsh greeted the Council. He explained that after Connecticut allowed cannabis sales, the City started to see an increase in individuals selling unregulated, unlicensed marijuana, illegal vape products, and TCH products over the counter. The State of Connecticut lacks regulatory legislation. All the police can do is arrest the individuals. Another concern is the fact that the smoke shops are being burglarized by criminal at night for these items. This ordinance will be a significant improvement and help with public safety. Often customers think that the

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product that they are buying has been checked and is legal. However, they have no idea where the illegal material comes from. There are items that look like candy that may not be safe to consume.

Mr. Lopez then said that this was to help the Police Department deter some of the sales of unregulated cannabis that may contain other substances such as fentanyl. This ordinance will allow the Director of Health and the Chief of Police to conduct routine inspections to make sure they are complying. There are fines with the first violation being \$250, second violation within a 12 month period would be a six month suspension of a license and a third violation within 24 months would result in license revocation. He then continued to review the details of the Ordinance including the appeal process.

Mr. Lopez explained that while the Council Committee was discussing this ordinance, a younger relative of his purchased unregulated cannabis that was laced with fentanyl. That person died in his sleep due to a heart attack. The ordinance will help deter some of the criminal activity.

Ms. Smyth thanked the Committee for their work on this and expressed her condolences to Mr. Lopez. This is so very dangerous, but it takes time to move it through Committee in order to get it right.

Mr. Goldstein also thanked the Committee for their work on this. He noted that both Ms. Shanahan and Mr. Lopez had personal connections to this issue. There is a difference from illegal cannabis and legal cannabis. It is important to make sure these products are safe for everyone. He thanked Chief Walsh for bringing this forward and keeping the community safe.

Ms. Niedzielski-Eichner said that a small business owner had contacted her about this. He is dedicated to following the law and would like to see others also follow the law. She thanked the Committee for their work on this.

Mr. Burnett asked if this ordinance would result in additional police overtime hours. Chief Walsh said that it could be completed within the current operating budget. They have been doing this for the past two years.

Ms. Ayers said that she was opposed to this. She was happy that something has been proposed and they are trying to regulate something that has affected so many residents in a negative way. However from a legislative point of view, she felt she had not been heard. Any time that the Norwalk legislative body pass any policy or legislation, it has financial implications. Chief Walsh said that it would not impact his department because it is part of their normal duties.

However, there are other departments that will be partnering with the police to get all this work done. The City is already strapped financially. Ms. Ayers said that they need to build in processes when they create a policy, regulation or an ordinance that has financial implications. It's not fair to ask departments to cut their budget and then give them more work to do. Ms. Ayers said that she would be abstaining from this vote because while she supports the ordinance,

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she is against the process of the Council making rules and regulations that have financial implications without providing additional resources to any department.

Ms. Smyth said that the Planning and Zoning Commission was working on this issue in terms of distances from one another.

**** MS. SHANAHAN MOVED TO AMEND THE POLICY, WHICH HAS BEEN REVIEWED BY THE CORPORATION COUNCIL:**

IN SECTION SIX TO INCLUDE THE FOLLOWING “NOT LESS THAN 60 DAYS AFTER THE EFFECTIVE DATE OF THIS CHAPTER FOR AN EXISTING ESTABLISHMENT OR FOR THE OPENING OF A NEW ESTABLISHMENT” FOLLOWING THE WORDS “CITY CLERK” IN THE FIRST LINE.

IN ARTICLE FOUR – THE EFFECTIVE DATE, LAST SENTENCE SHOULD SAY “THIS CHAPTER TAKES EFFECTIVE ON AUGUST 1, 2025.

Ms. Shanahan said that the effect of these small amendments will give the staff and the applicants a bit more time to create the application form and then have the application filed. It would effectively start on October 1st and the applications should ready by then.

**** THE MOTION TO AMEND PASSED WITH FOURTEEN (14) IN FAVOR (BURNETT, DUNN EADDY, FRAYER, GOLDSTEIN, LOPEZ, NIEDZIELSKI-EICHER, SEAD, SHANAHAN, SMYTH, SUTTON, WENNERSTRAND, WIGGINS AND YOUNG) AND ONE (1) ABSTENTION (AYERS).**

Ms. Young asked what would happen to those who did not fill out an application. Ms. Shanahan said that they would be informed that they were in violation and if they continue not to comply, they would be shut down. Ms. Young said that this ordinance should be assigned to the Public Safety Committee. They should receive regular updates. Ms. Dunn agreed.

**** MS. SHANAHAN MOVED THE VAPE SHOP ORDINANCE AS AMENDED.**

**** THE MOTION TO APPROVE THE VAPE SHOP ORDINANCE AS AMENDED PASSED WITH FOURTEEN (14) IN FAVOR (BURNETT, DUNN EADDY, FRAYER, GOLDSTEIN, LOPEZ, NIEDZIELSKI-EICHER, SEAD, SHANAHAN, SMYTH, SUTTON, WENNERSTRAND, WIGGINS AND YOUNG) AND ONE (1) ABSTENTION (AYERS).**

C. RECREATION, PARKS AND CULTURAL AFFAIRS

1. Approve the fee adjustments for the following fees based on a Fees and Charges Study completed by MGT Consultants where they measured the market demand; and Cost factors in conducting Recreation Programs activities and Uses of the Recreation and Parks Facilities.

**** MS. YOUNG MOVED THE ITEM.**

Ms. Young said that a consultant group did a study to see if the fees were comparable. She said that her concern involved the timing and the Council Members need to think about the impact on the residents.

Mr. Stowers came forward to address the Council. He said that he had looked at the scientific background of raising the fees. The survey compared the region and a cost analysis was done. He also mentioned the price elasticity. He then reviewed the details of various programs and the rate of return for these programs. After reviewing the recommendations of raising the fees between 5 to 20%, the Department decided to stay between 5 and 15%. He said that they had held a Public Hearing and asked many of the major participators about increasing the parking fees and other fees. The information in the packets is the result of what was recommended in the study and would be for the spring of 2026.

Mr. Stowers then reviewed the increases that the leagues would be presented with. They will be asking for \$350 for the use of the field for a year.

Mr. Goldberg asked for clarification on when the fees would begin for the youth sports to the beginning of the calendar year 2026.

Ms. Ayers asked why they were amending something that was included in the original agenda items. Mayor Rilling said that it would be clearer if they have a date in the ordinance.

Ms. Dunn asked if all the fees would take effect July 1, 2025 with the exception of the Youth Field Use fees, which will begin January 1, 2026. Mr. Stowers agreed.

Ms. Smyth asked how long the Council should expect these fees to be in effect. Mr. Stowers said that an annual increase would be expected to keep up with inflation.

Mr. Sead said that while it was good to consider what the market could bear, these were tax payers that would be paying these increased fees. They are already paying more in taxes and the grocery bill while their paycheck is not increasing. The cost may be to an organization, but it will be paid by the families.

Ms. Ayers thanked Mr. Stowers for all his hard work and noted that Norwalk had been very behind on their fees schedule. She said it was good for him to have brought this to the Council's attention. If they increase the fees, they have to make sure the fields show the improvements and upkeep. However, they have to be aware of who will be paying the fees. She felt that the City needs a Parks Foundation to help with fund raising.

Ms. Dunn thanked the baseball leagues who have contributed an enormous amount of money to the upkeep of the fields. She thanked them for their contributions.

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Ms. Dunn said that more budget funding should be invested in having a grant writer to help explore opportunities.

Ms. Dunn said that it was her understanding that the summer camp fees were a sliding scale fee. Mr. Stowers said that this was so. Ms. Dunn said that this was important for families to know.

Ms. Eaddy said that she wanted to thank Mr. Stowers for being open to the concerns.

Mr. Ken Hughes said that he wanted to clarify since there were some fees included such as parking at Calf Pasture, the Vets boats at the Marina, they need to know if the July 1st start date would be for the sports fees or for all the fees. It was stated that all fees were starting July 1st and the youth fees were starting in January 2026. Mr. Hughes said that the beach parking fees will start on May 15th. Mr. Stowers said that they avoided raising the beach parking fees too much because it would result in people parking in the neighborhoods.

Mr. Goldstein said that Ms. Ayers was correct about the fact that there was no date on the original item and that would give the Department more discretion to handle these various outliers. He said that the Council should make an exception for Youth Sports for January 2026. Discussion followed.

**** MS. YOUNG MOVED TO AMEND THE AGENDA ITEM C1 - APPROVE THE FEE ADJUSTMENTS FOR THE FOLLOWING FEES BASED ON A FEES AND CHARGES STUDY COMPLETED BY MGT CONSULTANTS WHERE THEY MEASURED THE MARKET DEMAND; AND COST FACTORS IN CONDUCTING RECREATION PROGRAMS ACTIVITIES AND USES OF THE RECREATION AND PARKS FACILITIES BY INCLUDING “WITH THE EXCEPTION OF THE YOUTH SPORTS FIELD USE FEE TO BE IMPLEMENTED ON JANUARY 1, 2026”.**

Mr. Sead thanked Mr. Stowers for all his hard work.

Ms. Dunn asked about holding an event in late June. Mr. Stowers said that the events that have been approved has already paid their fees.

**** THE MOTION TO AMEND PASSED UNANIMOUSLY.**

**** THE MOTION TO APPROVE AS AMENDED PASSED UNANIMOUSLY.**

2. Authorize the Mayor, Harry W. Rilling, to sign an agreement with the Friends of Norwalk Dogs whose mission is to represent Norwalk residents with dogs and to collaborate with the City’s Recreation and Parks Department (RPD) to preserve and improve current-off leash dog parks; and working with (RPD) in finding ways to develop more leashed and off-leashed space in Norwalk for dogs; establish communication between Norwalk residents with dogs and the City; and fund raise to provide needed amenities in dog Parks named herein.

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**** MS. YOUNG MOVED THE ITEM.**

Ms. Young noted that the more that there are new development, the more Norwalk becomes more dog friendly. Mayor said that he would not be fund raising for the dogs.

Ms. Smyth thanked Mr. Stowers for this. She asked for clarification on the language. Mr. Stowers said that they had started with Taylor Farm and then decided to include Oyster Shell Park and now the Cranbury residents have expressed interest also. A group is being formed to take on the advocacy of dogs in Norwalk. Mr. Stowers noted that he was from Seattle which has more dogs than children and he can see the need when there is a growing population. Now there are three places where people can walk their dogs.

Ms. Dunn said that she appreciated having the poop bags at the parks but hoped that this would not mean more asphalt parking area.

Ms. Young said there have been a lot of things over the years that Recreation and Parks could have been doing. She said that Mr. Stowers has address many of the issues and now the Department is actually generating revenue. This is what they need to keep the fields in good condition and recreational spaces. She added that they do need a Foundation so that everyone can help and allow everyone to participate.

Mayor Rilling suggested that they need to have scholarships for young people.

**** THE MOTION PASSED UNANIMOUSLY.**

E. ECONOMIC AND COMMUNITY DEVELOPMENT

4. Authorize the Mayor, Harry W. Rilling, to execute any and all documents to amend the Plan of Conservation and Development to implement the recommendations of the Affordable Housing Action Plan.

**** MR. GOLDSTEIN MOVED THE ITEM.**

Mr. Goldstein said that one of the biggest challenge in Norwalk was affordability. He then gave a brief overview of the recent Housing Assessment that came out last June He noted that 38% of the renters and 50% of homeowners earn less than \$50,000. The median cost of a home increased from \$413,000 in 2015 5o \$700,000 in 2023. 75% of the teachers, firefighters and police don't live in Norwalk and nearly 40% of Norwalk's Households pay over 30% of their household income towards housing costs. Mr. Goldstein said that the Trump administration was unlikely to help.

He introduced two people who have been very crucial to this effort, Michelle Andrzejewski and Steve Kleppin from Planning and Zoning. He noted that Ms. Niedzielski-Eicher has also taken a leading role in this effort.

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Mr. Goldstein said that Ms. Andrzejewski would be presenting the Housing Action Plan to the Council.

Ms. Andrzejewski then displayed a PowerPoint presentation on screen and narrated the slide deck. Some of the action items included: Zoning amendments for 2 bedroom units counting as 1.5 wf units. 80% SMI increase to 90% SMI for recertifying tenants; bonus for construction of units between 80% and 90% SMI.

Legislative proposal were to address food deserts, home ownership for condominiums; and Tax Sale to Home ownership.

Ms. Andrzejewski also spoke about discussions regarding the Community Land Trusts, Tax Incentives, Affordable Housing Account and AHP Tracker.

Ms. Ms. Niedzielski-Eicher said that anyone interested should come to the Affordable Housing Ad Hoc Committee meetings. They will be looking at Tax Incentives and how that might work. She is looking to investigating what State, Federal and local funding is currently available for affordable housing. She noted that most of the funding comes through Federal Tax Credits, which will be a long term concern for the Council. The data that was collected was very helpful and provided some very specific and detailed information on both rental and home ownership properties. The lack of affordable housing in the City may be feeding into the traffic problems that the Council hears about regularly. She said that nationally, no one has enough housing, but it is a particular problem in the Northeast. When there is not enough supply, the price goes up. She said that the ad hoc committee would appreciate new suggestions and ideas.

Ms. Dunn said that there were zero metric in the plan and she noted that the State requires them to create this plan. Currently there is 14% affordable housing in the City. She asked how much more affordable housing they were looking for. She also wondered what the effect would be if Norwalk had 25% affordable housing. She added that one fifth of the Norwalk population were seniors and that this should be a concern. There are unintended consequences and if they shift the tax burden due to tax breaks, where is that burden going to shift to?

Ms. Dunn said that while a majority of teachers, firefighters and police may not live in the City, only 22% of the population commutes to NYC. Young people need access to housing also. This would involve moving seniors into senior housing and the young families can move into homes. It's important to create more wealth and freedom rather than having people paying more rents that they can barely afford. She said she doesn't like the plan and will not be voting for it.

Mr. Sead said that affordable housing was not the total answer. He noted that affordable housing was not the quilt, but simply one of the pieces. He felt that this would be a start. It's not just a Norwalk issue, and it isn't perfect, but it is a start.

Mr. Lopez spoke about the seniors and how it was important to keep them independent. He went on to give a number of percentages and other data about affordable housing. Most of the units in the City are not affordable for those who are making less than 80% of the State SMI. He went on

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to speak about the metrics and pointed out that this would limit the City's ability to respond to changes in construction costs or other economic factors.

Ms. Niedzielski-Eicher said that POCD is not to be an economic plan but is a vision, a starting place. This plan is just to help identify how they want to move forward. This will be complex conversations. It helps clarify the resources that are already in place and where are the opportunities. What are people willing to give up. It needs to be part of every conversation they have. Right now, the Capital budget does not fund affordable housing in the City. They mostly rely on Federal tax credits. Now is the time to get these plans started and the discussions going.

Ms. Ayers said that she was not very happy with the plan because she felt the scope was too narrow. When they say "affordable housing", it need to be defined. What is affordable for her, may not be affordable for her colleague. While this plan will help them focus on issues, they need to be clear about the difference between "units" and "housing". While the city is further down the road than when she began, it still needs work. If people want something, they have to give something. Constituents keep saying "No more apartments!" but they need to come to meetings so they can tell the Council what they would like to see. What would they like to see? A few years ago, there was a discussion about tiny homes. However, the issue is today, not down the road.

It will also be important to distinguish between "low income" and "affordable". She explained that she might be able to earn six figures, but it might not be affordable. It is time to clean up the language. For many people, when they say "affordable housing", they think public housing. The police, fire and teachers all deserve affordable housing, and there is confusion about work force housing. The people that work at Stop N Shop deserve affordable housing, also. She said that Norwalk needs everyone's help to build a community that is able to grow but doesn't stifle the community. Norwalk needs home ownership. It's not about units and apartments, it's about homes and houses. They should want people to buy homes in Norwalk and invest in the community.

Mr. Goldstein said that this was an incredible discussion and this should be a focus for the Council and the entire City because it is the single biggest challenge facing Norwalk today. He said that a number of Council Members have lobbied at the state level about this issue. It is not a partisan issue at all. He said that he was grateful to his colleagues and thanked Ms. Andrzejewski for her work along with the Planning and Zoning Board.

Mayor Rilling said that Norwalk is growing, but cautioned people about going up more than a few stories.

**** THE MOTION TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS TO AMEND THE PLAN OF CONSERVATION AND DEVELOPMENT TO IMPLEMENT THE RECOMMENDATIONS OF THE AFFORDABLE HOUSING ACTION PLAN PASSED WITH FOURTEEN (14) IN FAVOR (AYERS BURNETT, EADDY, FRAYER, GOLDSTEIN, LOPEZ, NIEDZIELSKI-EICHER, SEAD, SHANAHAN, SMYTH,**

SUTTON, WENNERSTRAND, WIGGINS AND YOUNG) AND ONE (1) OPPOSED (DUNN).

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were no resolutions from Common Council members this evening.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were no motions postponed to a specific date this evening.

X. SUSPENSION OF RULES

There were no suspensions of the rules this evening.

XI. ADJOURNMENT

** Ms. Young

MOVED TO ADJOURN

** MOTION PASSED UNANIMOUSLY

There was no further discussion, and the meeting was unanimously adjourned at 9:45 p.m.

ATTEST: _____
Esther Murillo, Assistant City Clerk

Kitty Sang
 26 Bartlett Ave
 Norwalk, CT 06850
 (home) 230-840-0831 (cell) 203-727-8717
 Email: kittysang@yahoo.com

Education

University of Connecticut, Stamford, CT

January 2003 – May 2008

MBA Management in Information Systems
 Cumulative Grade Point Average: 4.12/4.0
 Honor Society: Beta Gamma Sigma

Dartmouth College, Hanover, N.H.

September 1993 – June 1997

BA with Honors in Computer Science modified with Mathematics
 Cumulative Grade Point Average: 3.41/4.0
 Activities: Tucker Foundation, volunteer teacher for ESL students at local primary schools.
 Chinese interpreter for the Windsor Family Court, V.T.
 Senior thesis: <http://www.cs.dartmouth.edu/reports/abstracts/TR97-314/>

Computer Skills

Computer Language: C#, Python, SAP ABAP, VB.NET, C, C++, Perl, Tcl(Scotty), Java, HTML, Javascript, Pascal, Assembly Language, Business Basic

Commercial APIs: Microsoft Active Directory, Windows Registry, SOAP Web Services, Twisted for Python, Java JClass Chart, XRT graph, Japanese Language Kit for Macintosh, Windows SDK, ASP, XML-RPC, SQL Server Reporting Services (SSRS), SAP RFC

Platforms: Unix on DEC alpha and Sun Sparc Ultra, AIX on RS6000, PowerMac, Motorola 68000, Windows 2000, 2003, 2008 server, XP, Win 7, 8 desktop, SAP ERP 6.0

Protocols: SAP IDoc, SNMP, CORBA, RMI, PPP, TCP/IP, HTTP, NNTP, FTP, SSL, LDAP

Database: MS SQL 2000, 2005, 2008, 2012, Sybase Sqlanywhere, Informix, Oracle, mSQL, Progress
 Proficient in system and software design and implementation that provide long-term scalability and maintainability to the company. Self managed projects. Experienced in communicating technical aspects of a project to non-technical colleagues.

Work Experience

Odyssey Reinsurance America

November 2006 - Present

SOFTWARE DEVELOPMENT, Stamford, CT

Electronic Data Interchange Administrator, Senior Analyst, Imaging Solution Project Manager

Handle all data translation and transmission between the company and its subsidiary Hudson Insurance with external parties such as State DMV's, reinsurance brokers and banks. Also handle all large scale data interchange between internal SAP ERP 6.0 environment using the SAP IDoc format. Use EDI Web Services Protocol (SOAP) to receive and process data to and from reinsurance brokers in real time. All mappings are developed within the Softshare Delta framework. Softshare is a leading EDI software provider.

Manage the transition from paper filing to image filing using ImageRight document storage solution for certain business units based on each of their unique workflow requirements. Develop program to process incoming emails from brokers into the proper location in the electronic filing system to eliminate manual filing. Design and implement workflow automation in the software to mimic the paper flow in a business unit. Implement data integration solutions into the ImageRight software from other business processes such as accounting systems, underwriting rating engine, etc. Develop export tool to extract data and import images when such tool is not available from ImageRight. The business units that successfully transitioned to electronic filing include: Claims (US and Toronto), Facultative Underwriting, and Retrocession. (a total of more than 80 employees)

Develop financial reporting programs within SAP using SAP ABAP programming language. Some of

these programs are remote functions that can be called within a Windows C# .NET program to allow external programs to insert/update/select data from SAP in an auditable and controlled manner.

C# Highlights:

Developed command line program to preprocess data bound for SAP. It aggregates and validates data from tab delimited files before the resulting data is transformed into SAP IDoc's using Liaison Softshare middleware program. Program handles emailing process errors to business users in order for them to make corrections on the source application.

Developed numerous program to extract data out of various databases such as the ImageRight system using straight SQL and network folder file copy to be able to export data to another system. Also wrote many programs to extract data out of SAP using SAP Connector library by making remote function calls to the live system. The data is then transformed into custom financial reports that are not supported by SAP or to replace those reports that are too slow to run on the SAP front end client.

Developed image manipulation software to overlay annotations on top of image files.

Rewrote the entire underwriting application that the company uses to book businesses that was developed in Access 2000 over the past 15 years to .NET C# VS 2013 in a timeframe of 9 months. This includes all of the intricate business rules involved in calculating all of the numeric values as well as all data validations on user input and preserving all of the features that are built into Access which are not standard in .NET. All event handlers, data grid and combo boxes are custom developed to mimic the exact behavior of Access 2000.

Python Highlights:

Developed an email processing program to extract mail from POP3 mailbox on the Exchange server using smtpplib library. The program uses regular expression to parse the content of the email to extract the claim reference numbers to be able to automatically index the incoming mail into ImageRight system after breaking up the MIME parts of the email into individual files ready for import. Program was developed in 2007 and is still actively used.

Developed scripts to query the Active Directory system to send emails to AD administrators (different person handle different domains) whenever a service account password is expiring (because company IT policy require all account's password to have a 3 month expiration even for service accounts). It also detects when a user account is about to expire in the next 2 weeks in order to alert the hiring manager of the employee (usually consultant accounts) if the account should be extended for another 30, 60 or 90 days.

Develop various sources for IT to monitor the health of service programs that may stop for some reason. These monitoring scripts require some out-of-the-box thinking to come up with ways to monitor database activity or network folder activity in order to determine if there are real programs with the long running systems such as the scheduler service used by ImageRight to import external data.

FitLinxx Inc.

September 2000 – November 2006

NETWORK MANAGEMENT, Stamford, CT

Senior Software Developer, Network Operations Manager

Develop a virtual network that links together disparate customer's fitness facilities in order to allow tasks to be performed at any site remotely even though the fitness centers are not online at all times. This virtual network infrastructure includes a scheduling system that manages dial up connections to sites and executions of network management related tasks; a software distribution and installation platform that enables automatic installation of new software onto multiple machines remotely from our centralized location; a set of programs that perform database synchronization between the sites and the central database for the web sites, as well as for auditing and monitoring purposes. Develop internal tools for different departments such as Finance, Technical support to perform site related operations in a controllable manner.

In additional to developing internally used software, also develop commercial products using the Xtreme Programming philosophy (Test driven programming). Participate in pair programming to provide better oversight to the coding process.) I am able to attain excellent technical communication and leadership skills through this process.

All programs are written in Python, Perl or C++ on the Windows NT and Windows 2000 platform. Web interface to the scheduling system is written in ASP with Python as the backend. Various technologies are used to facilitate the communication between different processes. Some of these are: XML-RPC, C++ libraries using Windows API, wxPython for graphical user interface, and COM.

Also perform dual role as developer as well as manager of network operations (July 2004 – November 2006). Manage a team of 3 IT professionals who perform daily internal IT maintenance such as server backups, monitoring and troubleshooting server problems (mail, tape backup, warehouse, etc.) Interview and make new hiring decisions. Construct procedures for cross department operations.

Circle.com

November 1999 – September 2000

SOFTWARE DEVELOPMENT, Wilton, CT

Software Developer

Develop online applications associated with customer's marketing campaigns: email blasts, massive data loads, web activity reporting, CGI programming. Backend database is Oracle 8.0.7. Access methods are Orapl and JDBC.

Project Highlights:

- Provide Daily support for Merck's campaign related inquiry requests database. Generate massive mailing lists from the database based on business rules supplied by Merck for promoting products such as Zocor, Vioxx. Maintain call center CGI application.
- Develop IBM online marketing campaigns such as Web Starter Kit, WebConnections, etc. Conduct online user activity reporting using data logged into the database by a proprietary agent running with a Netscape Enterprise version 3.6 server. Mentor junior and senior level colleagues mostly from a mainframe background, and help them adapt the Web programming environment.
- Develop programs to do periodic poll of prospects' profile data collected by ZDTV's UPS campaign web site and post them to an internal CGI script, which perform data clean up before putting into the database. FTP and HTTP are used to automatically pull and post data.

UUNET Technologies Inc. (Formerly ANS Communications) July 1997 – November 1999

NETWORK MANAGEMENT SOFTWARE DEVELOPMENT, Purchase, N.Y.

Software Developer

Develop network management applications to monitor the dialup and backbone networks in real time. Write reporting tools to generate statistical analysis to help access the Quality of Service.

Project highlights:

- Real time AOL user count graphs are used by the UUNET Network Operations staff to perform network monitoring and analysis of a 1 million port global network. These graphs are accessible through the internal web site (java applet) or directly on user's desktop (X windows XRT graphs).
- Circuit availability reports provides daily analysis which helped the Quality of Service to diagnose the location of the problematic circuits provided by telecommunication vendors such as SNET, MCI, etc.
- Supported a 3-tier alerts gathering/posting application. Alerts are gathered from monitoring agents in the physical global dial network using SNMP. The polling agent then transfers the alerts to an alert server, which then posts the alerts to the client display board. The interactions between the server and its clients are bidirectional via TCP.
- Develop multi-step PPP error detection tool, which verifies the traceroute command output for a sample of PPP IP addresses, assigned to each dial up router. Extensive ip addresses computation is involved to cover all ip addresses that belong to Class C or below category.

High Performance Systems Inc. www.hpc-inc.com

SOFTWARE DEVELOPMENT, Hanover, N.H.

June 1996 – December 1996

Software Developer (Full time Internship)

Test and debug existing application for simulation modeling. Rework code for running on PowerPC machines. Develop localized Japanese version of the software. Participated in overall design of the software rewrite process.

Distributor Information Systems

December 1995 – March 1996

SOFTWARE MANUFACTURING, Farmington, C.T.

Software Engineer (Full time Internship)

Update customers' systems on IBM, MAIA, SPX and GPX machines. Perform extensive Business Basic code comparison in order to properly incorporate customers' modifications into new software products. Implement utility programs for internal operations.

Personal and Hobbies

Proficient in Chinese and English.

Proficient in ballroom dance.

Paint in water color and oil medium. Sculpting in clay. Glass painting. Pictures are available upon request.

Winner/semi finalist of multiple writing. Entered formerly Westinghouse Science Talent Search in 1993 (currently Intel STS) contest.

Michelle Sawyer

203.249.7265
sawyer.michelle@gmail.com
Norwalk, CT

SKILLS

- Leadership
- Critical Thinking
- Problem Solving
- HIPAA Compliance
- Patient Experience
- Relationship Building
- Strategic long-term planning

EDUCATION

Bachelors of Science – Business
Administration
University of Phoenix

Associate of Science – Marketing
Management
NCC, Norwalk, Connecticut

Nuvance Health, Norwalk CT	2015 – present
Director, Navigators Program, Norwalk CT	2019 - present
Development/Navigators Coordinator	2015 - 2019
- Lead operations, implementation and growth of the Navigators program across the network, including recruitment, retention, and management of three FTEs and 10+ PRN program staff. - Triage and resolve situations with department leadership. Identifying service recovery opportunities for strategic patient experience, risk management, quality assurance programs within the Network. - Oversee the educational training program for internal clinical staff to facilitate understanding the impact of philanthropy. - Develop and nurture strategic relationships internally with key stakeholders across Nuvance and externally with community-based providers and industry leaders to evaluate and enhance the program	

Laurel House Inc., Stamford, CT	2009 - 2015
Development Support Manager	
- Contribute to consistent year-over-year increase of private fundraising from both corporate and individual donors. - Ensure safety and confidentiality of mental health clientele through management of over 75 volunteers. - Collaborated with CEO and Director of Development in rollout of new branding for Laurel House. - Planning and execution of successful fundraising events. - Ensure compliance of data and reporting to various federal, state and local government agencies as required - Audit accuracy of fundraising database to maintain fiscal operations - Prepare event and project financial analysis for CEO, CFO, and Board of Director meetings.	

CITY OF NORWALK
FIRE DEPARTMENT

Office of Chief Gino Gatto

121 CONNECTICUT AVENUE

NORWALK, CONNECTICUT 06854



Tel: (203) 854-0230

Fax: (203) 854-0234

February 13, 2025

Dear Members of the Public Safety and General Government Committee,

Presently the Fire Departments Marine Division is lacking a shallow water vessel. Our 24' 1985 fiberglass Privateer Renegade Fireboat, has reached the end of its service life. A replacement small boat will ensure that we maintain situational awareness and sustain our current operational capabilities around our bridge piles and foundations, along with our shallow areas along the coast and 23 barrier islands. Our 38' Jet drive boat/platform is not practical in shallow water operations be it firefighting or rescue, with the intakes being fouled with mud, sand and shells. The 2 vessels are also used together on many rescue occasions, seeing that we may be the only agency responding in our area of response, especially at night or in the off season.

In fiscal year 2021 we received a Port Security Grant to purchase a refurbished boat for a total of \$ 240,000.00 We are now moving forward with the purchase of a 29' MetalShark Vigilant boat.

Please add the following action item to your February 27, 2025 meeting:

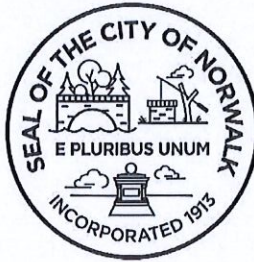
ACTION REQUESTED:

Authorize the Purchasing Agent, Sharon Connors, to issue a purchase order to the sole bidder, Brown Helicopter, Inc. 10100 Aileron Ave. Pensacola, Florida 32506, for the purchase of a refurbished boat, MetalShark 29 Vigilant not to exceed \$ 240,000.00 The 25% municipal grant match of \$ 60,000.00 has been allocated for in the 2022-2023 Capital Budget.

Account Number 363185-5738-GOOOS

Respectfully,

Chief Gino Gatto



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 02/12/2025

DEPARTMENT: Fire

Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

☒	1	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
☐	2	After solicitation of several sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
☐	3	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
☐	4	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote, and the contract/agreement number)
☐	5	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency
☐	6	Other, please explain:

TOTAL COST: \$ 220,157.50 MUNIS Account: # 363185-5738-GOOOS

VENDOR: Brown Helicopter, Inc.

Purchasing Agent Signature		The Purchasing Agent		Department Head Signature	
Sharon Conners rs	Digitally signed by Purchasing Agent Name	X ☐	Supports	Gino Gatto	
	Conners	☐	Does Not Support	Department Head Name	
	Date: 2025.02.13 10:56:34 -05'00'	X ☐	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Date	

JUSTIFICATION:

Our 24 foot 1985 Fiberglass Privateer Renegade Fireboat has reached the end of its service life. This refurbished boat will replace the 24 foot boat, ensuring that we maintain situational awareness and sustain our current operational capabilities around bridge piles and foundations, along with our shallow areas along the coast and 23 barrier islands.

Purchasing Agent Review/Comments: The Purchasing Department issued two (2) public solicitations to acquire a refurbished boat for the Fire Department. 4165 - resulted in no interested bidders. 4165R resulted awarding to the only bidder. Unfortunately, the bidder failed to delivery as contracted. It has been recommended by the Purchasing Department for NFD to go direct to find a replacement boat.

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): _____

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

U.S. Department of Homeland Security
Washington, D.C. 20472

Harry Rilling
City of Norwalk DUNS2
125 East Avenue
Norwalk, CT 06851 - 5125

Re: Grant No.EMW-2021-PU-00439

Dear Harry Rilling:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2021 Port Security Grant Program has been approved in the amount of \$193,839.00. As a condition of this award, you are required to contribute a cost match in the amount of \$64,613.00 of non-Federal funds, or 25 percent of the total approved project costs of \$258,452.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2021 Port Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

CHRISTOPHER PATRICK LOGAN GPD Assistant Administrator

Obligating Document for Amendment

1a. AGREEMENT NO. EMW-2021-PU-00439-S01	2. AMENDMENT NO. EMW-2021-PU-00439-A08	3. RECIPIENT NO. 06-6011881	4. TYPE OF ACTION AMENDMENT	5. CONTROL NO. WX04676N2021T		
6. RECIPIENT NAME AND ADDRESS City of Norwalk DUNS2 125 East Avenue Norwalk, CT 06851 - 5125	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603				
9. NAME OF RECIPIENT PROJECT OFFICER Thomas Roncinske	PHONE NO. 2038543007	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askesid@dhs.gov				
11. EFFECTIVE DATE OF THIS ACTION 05/16/2024	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 09/01/2021 To: 08/31/2025 Budget Period 09/01/2021 08/31/2025			
15. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2021-FA-GC01-P410-4101-D	\$193,839.00	\$0.00	\$193,839.00	See Totals
TOTALS			\$193,839.00	\$0.00	\$193,839.00	\$64,613.00
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL OR DESIGNEE (at the time of the Award) (Name and Title) Rilling, Harry Mayor					SIGNATURE DATE 09/30/2021 17:53	
18. FEMA SIGNATORY OFFICIAL (Name and Title) TAMARA YVONNE THOMPSON, Grants Specialist					DATE Thu May 16 18:31:19 UTC 2024	



Revised 1/29/2025

BROWN HELICOPTER, INC.

10100 Aileron Ave.
Pensacola, FL 32506

(850) 455-0971

FAX (850) 456-8231

Pro-Forma

To: *City of Norwalk Fire Department*

Chief Gino Gatto

121 Connecticut Ave, Norwalk CT, 06854

Description

MetalShark 29 Vigilant

Black collars

195,000.00

Hull Vin: GAJ29141D313

MFG: Gravois Aluminum Boats, LLC.

Model: RBS

Year: 2012

Length 29'

Beam 8'6"

Power

Included

Twin Mercury 300 Outboards We have a set in-stock good used running condition.

Hour of operation: TBD

Add Brand New **BLACK** Hypalon collars.

Installed

These collars are constructed to OEM factory specs. They are MFG in house at our facility

Generator:

None

Electronics

Included

2 ea. ICOM VHF radios

Raymarine Axiom Pro 12 3D display Radar, chart, Sonar

AIS Transmit/ receive

Hailer Horn

Standard Horizon VLH 3000 Hailer/Signal

Added RV420SS RealVison Transducer

2179.99

Trailer

5,000.00

MFG: Patriot

Make: Evolution

Axles: 2

Aluminum Construction

Trailer will be fully serviced including new Hercules HD load rated tires, new bearings, serviced brakes

Addendum

Raise transom from 25" to 30". This will allow the boat to receive a set of 30" shaft motors.

Included

Bottom paint vessel 2 coats Epoxy followed by 2 coats Trilux 33 Bottom paint

Included

Service Shox seat

Included

Service two forward facing Shox seats for coxswain and one crew	Included
Add two 5' long Bench style seats with Black Cushion and storage under seats Port/Starboard	Included
Sea trial vessel for acceptance	Included
New LED 2ea. Cockpit lights	Included
Service 12 Volt system	Included
New dash cover flat Black, repaint dash and back panels Flat Black	Included
Replace all NON-Skid with OEM Non Skid Kit	Waiting on quote from Metal shark Est. Included
Service Webasco Heater	Allotment Included
Fabricate 4" pickup for intake fire pump	Included
Fabricated mounting bracket and stand for Tohatsu Fire Pump	Included
Purchase VF53ASNA Tohatsu Firepump	Included
30" LightBar Dual Beam	Included
2 ea. LED Guess Spot lights	Included
1 ea. Battery Charging system	Included
1 ea. SMARTPLUG 30 Amp shore power plug	Included
Installation 110V system to allow vessel to be charged from dock side locations	Included
1001H Heater - 120V AC, 1500W SKU: 162900 Item ID: HEA 1001H	Included
Red Yellow Flashing Product Code: FSG-220SC-AR Manufacturer Code: 220SC-AR	Included

Per our virtual conversation 1/27/2025 the requested items have been added to the work list.
The price shown is the final price and is not exceed this amount as long as no new items are added.

	Sub-Total	\$217,345.00
Shipping Pensacola Fl. to Norwalk Ct 1250miles x 2.25		2812.50
	Tax	0.00
	Total	220,157.50

Build to finish 14-20 Weeks. Payment is due in full when vessel is completed.

Vessel Is Sold with limited warranty
90 Day Limited **parts only** for outboards

All warranties associated with factory warranties from newly purchased items

5 year limited warranty on the Hypalon collar. This coverage is for MFG delamination's only. Warranty does not cover normal wear, neglect, or user mishandling of the vessel which results in damage to the foam or outer fabric.



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Economic and Community Development Committee of the Common Council

FROM: Bryan Lutz – Assistant Director of Parking

CC: Sabrina Godeski -Director of Business Development & Tourism
James Travers – Director of Transportation, Mobility and Parking

REF: April 3rd Meeting Agenda Item – Authorization the Mayor, Harry W. Rilling to execute a contract agreement with GL Capasso, Inc., in the amount of \$1,735,827 to project NPA2025-01, Repairs and Improvements at the Haviland Parking Garage.

DATE: March 27, 2025

Memorandum

Background:

The Norwalk Parking Authority (NPA) has prepared documentation to award NPA2025-01, a project for repairs and improvements at the Haviland Parking Garage. On February 24, 2025, a bid opening for NPA2025-01 resulted in four bids. After thorough analysis, the NPA recommended awarding the contract to the lowest bidder, GL Capasso, Inc. This recommendation was approved by the NPA at their March 26, 2025 meeting.

The project will be financed using a combination of capital funds and NPA funds.

Project Scope:

NPA2025-01 addresses extensive concrete and structural repairs identified in a 2022 conditions assessment of NPA assets. Additionally, the project includes beautification and lighting enhancements along the walkway to Washington St—a key route for visitors to

VII.B.

surrounding businesses—as well as the addition of a stairwell to improve ingress and egress for parkers accessing nearby businesses.

Request:

The NPA respectfully requests that the following item be added to the agenda for the April 3, 2025 meeting of the Economic and Community Development Committee of the Common Council:

- Authorize the Mayor, Harry W. Rilling, to execute a contract agreement with GL Capasso, Inc., in the amount of \$1,735,827 for project NPA2025-01, Repairs and Improvements at the Haviland Parking Garage.

Account Number

- 09254095 5777 C03030



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Economic and Community Development Committee of the Common Council

FROM: Garrett Bolella, P.E., PTOE, RSP1 Assistant Director Transportation, Mobility and Parking

CC: Sabrina Godeski, BS, MPL., AICP – Director of Business Development & Tourism
James Travers – Director of Transportation, Mobility, and Parking (TMP)
Greg Pacelli – Transportation Planner, TMP
Kenneth Bushka – Construction Manager, TMP

REF: Authorize the Mayor, Harry W. Rilling to execute a Temporary Construction Easement/Right of Way Agreement between the City of Norwalk and Nea Liosa, LLC for the construction of sidewalks at 26 Wall Street as part of TMP2023-2 East Wall Street – Landmark Square, Safety, Accessibility, and Streetscape Improvement Project.

DATE: March 27, 2025

Memorandum

Phase I of the Wall Street Corridor Improvement Project is currently underway! As part of the project, the Transportation, Mobility and Parking Department has been regularly coordinating with adjacent residents, business owners and property owners along Wall Street/East Wall Street within the project limits to ensure the projects success.

The 26 Wall Street property's existing sidewalks abut and are integrated with the City's sidewalks. The enclosed Temporary Construction Easement/Right of Way Agreement between the City of Norwalk and owner of the 26 Wall Street property is necessary to ensure the construction of a uniform and continuous sidewalk and transitions between both parties' properties, under one contract, with the work to be performed by one contractor.

The Agreement/Scope of Work includes the installation of 1,800 square feet of new additional sidewalk (to be paid by the property owner) along the length of the building frontage. This is necessary to tie the finished floor elevations of the building/doorways to the newly proposed curb line improving mobility and access between City Right-of-Way and the property, sidewalk slopes and drainage.

TMP respectfully requests that the Common Council authorize the Mayor to execute the aforementioned agreement to the benefit of the project and in order to for the City to maintain the project schedule.

- a. Authorize the Mayor, Harry W. Rilling to execute a Temporary Construction Easement/Right of Way Agreement between the City of Norwalk and Nea Liosa, LLC for the construction of sidewalks at 26 Wall Street as part of TMP 2023-2 East Wall Street Landmark Square, Safety, Accessibility, and Streetscape Improvement Project.

Account No.

0925 3750 5777 C0800

Enclosed:

Temporary Construction Easement/Right of Way Agreement

F:\Projects\LOTICIP\L102-0004\Common Council\Construction Contract\TMP2023-2 East Wall Street - Landmark Square Safety, Accessibility and Streetscape State L102-004 26 Wall Street Sidewalk Improvements _CC 20250327 (Final).docx 20250326

TEMPORARY CONSTRUCTION EASEMENT/RIGHT OF WAY AGREEMENT

THIS AGREEMENT (the “Agreement”), made this _____ day of _____, 2025 (the “Effective Date”), by and between **NEA LIOSA, LLC** (the “Owner”), as the owner of the property located at 26 Wall Street, Norwalk, Connecticut (the “Property”), acting herein by Ourania Bletsas, its Managing Member, duly authorized, and the **CITY OF NORWALK** (the “City”), a municipal corporation and political subdivision of the State of Connecticut, acting herein by Harry W. Rilling, its Mayor, duly authorized. The Owner and the City collectively referred to herein as the “Parties” and individually as a “Party.”

1. The Owner, for good and valuable consideration received to its full satisfaction of the City, does hereby give, grant, bargain, sell and confirm unto the City, its employees, contractors, subcontractors and agents, a temporary construction easement and right of way (the “Construction Easement”) upon, over, under and through the portion of the Property identified as the “Temporary Construction Easement/Right of Way Area – Approximately 1,800 Square Feet” (referred to herein as, the “Easement Area”) on Sheet 5 of 47 of certain construction plans entitled “East Wall Street – Landmark Square, Safety, Accessibility, and Streetscape Improvement Project” dated June 2023, last revised on August 21, 2024 and prepared by Fuss& O’Neil (the “Plans”), a copy of which is attached hereto as **Schedule 1**, for the purpose of constructing and installing a new sidewalk thereon (“Private Sidewalk Construction Work”) in accordance with the Plans. The Owner hereby represents that it is well seized of the Property by virtue of good and legal title as evidenced by a deed filed on the Norwalk Land Records in Volume 8760 at Page 82.

2. The City agrees to perform the Private Sidewalk Construction Work in connection and coordination with the construction and installation of various “public” sidewalks set forth in the Plans (the “Project”), and more particularly, the public sidewalk located directly adjacent

thereto. In the event that the Project does not proceed or is discontinued for any reason whatsoever, the City shall be under no obligation to undertake the Private Sidewalk Construction Work.

3. The City shall perform the Private Sidewalk Construction Work in accordance with the Plans. The Owner agrees to reimburse the City for all costs the City incurs in connection with performing the Private Sidewalk Construction Work. In connection therewith, the Owner agrees as follows:

a. The Owner shall deposit with the City the sum of **FORTY THREE THOUSAND FOUR HUNDRED SEVENTY DOLLARS AND 00/100 CENTS (\$43,470.00)**(the “Funds”), said Funds being the estimated construction costs the City expects to incur (plus a 15% construction contingency) to perform the Private Sidewalk Construction Work. In no event shall said Funds be deemed a cap on the amount the City is entitled to reimbursement hereunder it being expressly understood and agreed that the City shall be reimbursed for all costs the City incurs in connection with performing the Private Sidewalk Construction Work.

b. In the event that the City determines that the Funds are or will be insufficient to cover the construction costs incurred by the City in connection with performing the Private Sidewalk Construction Work, the Owner agrees to deposit upon demand such additional funds that the City determines, upon consultation with its contractor and engineer of record, necessary to cover such additional costs (the “Additional Funds”). The City shall be entitled to suspend the performance of the Private Sidewalk Construction Work until the Additional Funds are deposited with the City and for any additional time necessary to remobilize its contractor. In the event that Additional Funds are not deposited with the City within fourteen (14) calendar days of demand, the City, at its option, may terminate its obligation to perform the Private Sidewalk Construction Work (or complete said work, as applicable) hereunder without any cost or liability whatsoever.

c. The City shall be entitled to draw down and reimburse itself from the Funds (and Additional Funds, as applicable) as the Private Sidewalk Construction Work progresses. In the event that any Funds or Additional Funds, as applicable, remain on deposit with the City after the City is reimbursed for all costs the City incurs in connection with performing the Private Sidewalk Construction Work, the balance thereof shall be returned to the Owner.

4. In the event that the City determines, in its sole and absolute discretion, that repairs to the Owner's Property are necessary to perform and/or complete the Private Sidewalk Construction Work, whether arising from subsurface conditions, structural conditions of the building located on the Property (e.g.,- the building foundation or columns located in the vicinity of the Easement Area), or otherwise, the City shall be entitled to suspend the Private Sidewalk Construction Work, and in such event, the Owner, upon notice thereof, shall make the necessary repairs to the City's reasonable satisfaction, at Owner's sole cost and expense. The Owner shall have (i) fourteen (14) calendar days to complete the repairs from the date of notice, or (ii) in the event that the repairs are incapable of being completed within fourteen (14) calendar days and the Owner has commenced performing the repairs within said fourteen (14) calendar days and at all times is diligently prosecuting the repairs to completion, the Owner shall have an additional fourteen (14) calendar days to complete the repairs. In the event that the Owner fails to complete the repairs within the times set forth herein the City, at its option, may terminate its obligation to perform the Private Sidewalk Construction Work (or complete said work, as applicable) hereunder without any cost or liability whatsoever.

5. Except during the performance of the Private Sidewalk Construction Work hereunder by the City, the Owner shall at all times have ownership and control over, and shall be responsible for maintenance and repair of the sidewalk as it now exist and as reconstructed

hereunder, as applicable, and further, upon substantial completion of the Private Sidewalk Construction Work, the Owner agrees to accept the sidewalk in “**AS IS**” condition “**WITH ALL FAULTS**”

6. This Construction Easement shall terminate upon completion of the Private Sidewalk Construction Work, termination of the obligation to perform the Private Sidewalk Construction Work pursuant to Section 4(b) of this Agreement, or two (2) years from the Effective Date, whichever occurs first.

7. The City shall require its contractor performing the Private Sidewalk Construction Work to maintain commercial general liability insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The Owner hereby represents that it has in place sufficient commercial general liability insurance and property damage insurance coverage on the Property.

8. The Owner hereby agrees to indemnify, defend and hold City harmless, from and against any and all claims, lawsuits, actions, damages, liabilities, losses and expenses (including reasonable attorney’s fees) arising from or attributed to the Owner’s actions or omissions and those of its agents, contractors, employees and representatives related to or arising from the Easement Area, including, but not limited to, the conditions of or existing on the Easement Area. The Owner further waives and releases the City from and any all claims, lawsuits, actions, damages, liabilities, losses and expenses (including reasonable attorney’s fees) arising from disruption of or to access and/or use of the Property in connection with the performance of the Private Sidewalk Construction Work (or completion of said work, as applicable), including, but not limited to, any suspension or termination of the Private Sidewalk Construction Work pursuant to Sections 3(b) or 4 of this Agreement.

9. Throughout the effective period of this Construction Easement, and until such time as the City's rights herein have expired, the Owner shall convey no interest, right or easement, nor grant any privilege related to the Easement Area, nor use or enter upon the same in any way that may cause interference with or impair the City's full use and enjoyment of the rights and interests hereby conveyed, or that may in any way impede, injure, or damage the work being done hereunder.

10. All notices and communications under this Agreement shall be mailed or delivered to the individuals listed below: **FOR THE CITY:** Director of Transportation, Parking and Mobility, 125 East Avenue, P.O. Box 5125, Norwalk, CT 06856-5125, **WITH A COPY TO:** Norwalk Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, CT 06856-5125, **FOR THE OWNER:** at the address first set forth above.

11. If any court of competent jurisdiction determines that any provision of this grant of this grant of Construction Easement is invalid or unenforceable, such provision shall be deemed to have been modified automatically to confirm to the requirement for the validity and enforceability as determined by such court. In the event that the provision invalidated is of such nature that it cannot be so modified, then the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case the remaining provisions of this instrument shall remain in full force and effect.

12. Any and all rights and remedies set forth in this Agreement shall be cumulative and in addition to all rights or remedies allowed by law or in equity.

13. **THE OWNER HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO COMPENSATION FOR THE RIGHTS GRANTED HEREIN.**

14. The Effective Date of this Agreement shall be the date this Agreement is last signed

by the Parties hereto, and shall be identified as such in the introductory paragraph hereto.

IN WITNESS WHEREOF, this Agreement has been executed in two (2) counterparts, to be effective as of the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

Witnesses' signatures:

NEA LIOSA, LLC

By: Ourania Bletsas
Title: Manager Member
Duly Authorized

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD)

ss. Norwalk _____, 2025

Personally appeared Ourania Bletsas, who acknowledged herself to be the Managing Member of NEA LIOSA, LLC, and that she as such Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of NA LIOSA, LLC, by herself as Managing Member, before me.

Notary Public
Commission Expires:_____

[Signatures continue on next page]

Witnesses' signatures:

CITY OF NORWALK

By: Harry W. Rilling
Title: Mayor
Duly Authorized

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD)

ss. Norwalk _____, 2025

Personally appeared Harry W. Rilling, who acknowledged himself to be the Mayor of the City of Norwalk, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of City of Norwalk, by himself as Mayor, before me.

Notary Public
Commission Expires:_____

City of Norwalk and NPS / Board of Ed						3/6/25 10:35 AM					
Division Requested & Recommended FYE 2026 Capital Budget											
03/05/25 -- Version 5						FYE 2025	FYE 2026	FYE 2026	FYE 2026	FYE 2026	FYE 2026
printed: 3/6/2025 10:35						Council	Department	Finance	Mayor	(1) Mayor	Funded by
Division	SubDivision	Rank	ProjectName	Proj ID	Available	Approved	Request	Recommend	Adjust	Recommend	Debt Premium
FINANCE DEPT	INFORMATION TECH	1	INFORMATION TECHNOLOGY PROJECTS	C0375	742,329	1,000,000	625,000	625,000	-	625,000	-
	INFORMATION TECH Total				742,329	1,000,000	625,000	625,000	-	625,000	-
FINANCE DEPT Total					742,329	1,000,000	625,000	625,000		625,000	
COMMUNITY SVCS	CHIEF OF COMM SERVICES	1	ADA COMPLIANCE	C0536	329,798	221,470	450,000	450,000	-	450,000	-
	CHIEF OF COMM SERVICES Total				329,798	221,470	450,000	450,000	-	450,000	-
COMMUNITY SVCS	HEALTH ADMINISTRATION	2	PAINTING	C0690	10,000	10,000	15,000	15,000	-	15,000	-
COMMUNITY SVCS	HEALTH ADMINISTRATION		BUILDING RENOVATIONS	C0691	20,000	20,000	-	-	-	-	-
	HEALTH ADMINISTRATION Total				30,000	30,000	15,000	15,000	-	15,000	-
COMMUNITY SVCS	LIBRARY ADMIN	1	MAIN LIBRARY ADA DOOR HANDLES	C0692	16,000	16,000	31,500	31,500	-	31,500	-
COMMUNITY SVCS	LIBRARY ADMIN	2	LIBRARY VAN	NEW	-	-	84,113	84,113	-	84,113	-
COMMUNITY SVCS	LIBRARY ADMIN	3	NORWALK NEWSPAPER DIGITIZATION	C0548	-	22,800	23,148	23,148	-	23,148	-
COMMUNITY SVCS	LIBRARY ADMIN	4	LAPTOP VENDING MACHINES	NEW	-	-	17,000	17,000	-	17,000	-
COMMUNITY SVCS	LIBRARY ADMIN		SONO LIBRARY ADA PARKING LOT	C0693	46,362	46,362	-	-	-	-	-
COMMUNITY SVCS	LIBRARY ADMIN		SONO LIBRARY ALARM & INTERCOM	C0694	11,000	11,000	-	-	-	-	-
COMMUNITY SVCS	LIBRARY ADMIN		SONO LIBRARY SECURITY CAMERAS	C0695	18,037	18,037	-	-	-	-	-
COMMUNITY SVCS	LIBRARY ADMIN		MAIN LIBRARY SECURITY CAMERAS	C0696	18,037	18,037	-	-	-	-	-
COMMUNITY SVCS	LIBRARY ADMIN		TECHNOLOGY UPGRADES	C0828	31,458	23,700	-	-	-	-	-
	LIBRARY ADMIN Total				140,894	155,935	155,761	155,761	-	155,761	-
COMMUNITY SVCS Total					500,692	407,405	620,761	620,761	-	620,761	-
POLICE & COMB DISP	ADMINISTRATION	1	CARS & VANS	C0665	132,606	657,000	950,000	950,000	-	950,000	-
POLICE & COMB DISP	ADMINISTRATION	2	CRISIS RESPONSE EQUIPMENT	NEW	-	-	30,000	30,000	-	30,000	-
POLICE & COMB DISP	ADMINISTRATION	3	GAS PUMP REPLACEMENTS	NEW	-	-	135,000	135,000	-	135,000	-
POLICE & COMB DISP	ADMINISTRATION	4	EVIDENCE PROCESSING HARDWARE	NEW	-	-	-	-	-	-	-
POLICE & COMB DISP	ADMINISTRATION	5	SCUBA TEAM COMMS EQUIPMENT	NEW	-	-	-	-	-	-	-
POLICE & COMB DISP	ADMINISTRATION	6	SECURITY CAMERAS	NEW	-	-	-	-	-	-	-
POLICE & COMB DISP	ADMINISTRATION	7	FLEET MODEMS	NEW	-	-	-	-	-	-	-
POLICE & COMB DISP	ADMINISTRATION	8	MARINE UNIT	NEW	-	-	-	-	-	-	-
POLICE & COMB DISP	ADMINISTRATION		MOTORCYCLES	C0697	-	140,000	-	-	-	-	-
POLICE & COMB DISP	ADMINISTRATION		SAFE BOAT REPAIR	C0698	4,439	75,000	-	-	-	-	-
POLICE & COMB DISP	ADMINISTRATION		DUTY PISTOL REPLACEMENT	C0699	-	105,000	-	-	-	-	-
POLICE & COMB DISP	ADMINISTRATION		SAFE BOAT DEFENDER	C0700	963	325,000	-	-	-	-	-
	ADMINISTRATION Total				138,008	1,302,000	1,115,000	1,115,000	-	1,115,000	-
POLICE & COMB DISP Total					138,008	1,302,000	1,115,000	1,115,000	-	1,115,000	-
FIRE DEPARTMENT	FIREFIGHTING	1	STATION 4 ADDITION / RENOVATION	NEW	-	-	4,000,000	4,000,000	-	4,000,000	-
FIRE DEPARTMENT	FIREFIGHTING	2	LADDER TRUCK REPLACEMENT	NEW	-	-	2,900,000	2,900,000	-	2,900,000	-



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FIRE DEPARTMENT	FIREFIGHTING	3	SCBA VEHICLE COMPRESSOR	C0703	130,965	250,000	720,000	720,000	-	720,000	-
FIRE DEPARTMENT	FIREFIGHTING	4	VEHICLES -- FIRE MARSHAL STAFF	C0486	17,014	100,000	100,000	100,000	-	100,000	-
FIRE DEPARTMENT	FIREFIGHTING	5	GENERAC INDUSTRIAL GENERATOR	NEW	-	-	125,000	125,000	-	125,000	-
FIRE DEPARTMENT	FIREFIGHTING	6	UPGRADE EOC MEDIA EQUIPMENT	NEW	-	-	100,000	100,000	-	100,000	-
FIRE DEPARTMENT	FIREFIGHTING	7	BUILDING REPAIRS VARIOUS STATIONS	C0385	98,098	225,000	50,000	-	-	-	50,000
FIRE DEPARTMENT	FIREFIGHTING	8	REPLACE FIRE PUMPERS	NEW	-	-	-	-	-	-	-
FIRE DEPARTMENT	FIREFIGHTING		STATION OVERHEAD DOOR REPLACE	C0701	-	320,000	-	-	-	-	-
FIRE DEPARTMENT	FIREFIGHTING		REPLACE SHIFT COMMANDER VEH #2	C0702	94,523	156,000	-	-	-	-	-
FIRE DEPARTMENT	FIREFIGHTING		REPLACE ADMIN STAFF VEHICLES	NEW	-	-	-	-	-	-	-
	FIREFIGHTING Total				340,600	1,051,000	7,995,000	7,945,000	-	7,945,000	50,000
FIRE DEPARTMENT Total					340,600	1,051,000	7,995,000	7,945,000	-	7,945,000	50,000
ECD	ART COMMISSION	1	ARTS IN PUBLIC PLACES PROGRAM	C0804	8,028	-	150,000	100,000	-	100,000	-
ECD	ART COMMISSION	2	PUBLIC ART INVENTORY	NEW	-	-	150,000	-	-	-	-
ECD	ART COMMISSION		ARTS & CULTURE PLAN	C0704	-	100,000	-	-	-	-	-
	ART COMMISSION Total				8,028	100,000	300,000	100,000	-	100,000	-
ECD	CHIEF OF ECD	1	ONLINE PERMITTING & LICENSING SYS	NEW	-	-	500,000	500,000	-	500,000	-
ECD	CHIEF OF ECD		WELCOME / TRANSIENT / MARINE UNIT	C0705	350,000	350,000	-	-	-	-	-
	CHIEF OF ECD Total				350,000	350,000	500,000	500,000	-	500,000	-
ECD	CODE ENFORCEMENT	1	STREETSCAPE IMPROVEMENTS	C0806	18,031	150,000	150,000	150,000	-	150,000	-
	CODE ENFORCEMENT Total				18,031	150,000	150,000	150,000	-	150,000	-
ECD	P & Z COMMISSION	1	LAND USE DOCUMENT SCANNING	NEW	-	-	120,000	120,000	-	120,000	-
ECD	P & Z COMMISSION	2	OPEN SPACE FUND	C0372	250,000	-	50,000	-	-	-	-
ECD	P & Z COMMISSION	3	OPEN SPACE PLAN	NEW	-	-	75,000	-	-	-	-
	P & Z COMMISSION Total				250,000	-	245,000	120,000	-	120,000	-
ECD	TMP	1	ROADWAY DESIGN & RECONSTRUCTION	C0824	920,436	500,000	900,000	900,000	-	900,000	-
ECD	TMP	2	TRAFFIC SIGNAL EQUIPMENT	C0232	756,427	350,000	150,000	150,000	25,000	175,000	-
ECD	TMP	3	NEW SIDEWALK CONSTRUCTION	C0649	984,970	500,000	1,400,000	1,000,000	-	1,000,000	-
ECD	TMP	4	SAFE ROUTES TO SCHOOL	C0441	299,785	250,000	500,000	250,000	-	250,000	-
ECD	TMP	5	WALL STREET CORRIDOR IMPROVE	C0800	389,410	500,000	750,000	600,000	-	600,000	-
ECD	TMP	6	PAVEMENT MARKINGS & SIGNAGE	C0562	272,327	200,000	250,000	200,000	-	200,000	-
ECD	TMP	7	WEST ROCKS ROAD SIDEWALKS	C0706	350,000	350,000	300,000	300,000	-	300,000	-
ECD	TMP	8	EAST AVENUE CORRIDOR IMPROVE	C0678	300,000	-	450,000	-	450,000	450,000	-
ECD	TMP	9	GREGORY - 5TH ST/MARVIN/CALF PAST	C0825	100,000	-	1,500,000	-	-	-	-
ECD	TMP	10	ISAACS / WALL ST ROADWAY IMPROVE	NEW	-	-	1,000,000	250,000	-	250,000	-
ECD	TMP	11	TRAFFIC SYSTEM ENHANCEMENT	C0528	145,167	60,000	-	-	-	-	-



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ECD	TMP	12	PEDESTRIAN CROSSWALK - 40 CROSS	C0823	75,000	75,000	-	-	-	-	-
ECD	TMP	13	NORWALK RIVER VALLEY TRAIL	C0777	234,668	-	-	-	-	-	-
ECD	TMP	14	LINDEN STREET SIDEWALKS	NEW	-	-	-	-	-	-	-
ECD	TMP	15	CALF PASTURE BEACH RD COMPLETE ST	NEW	-	-	-	-	-	-	-
ECD	TMP	16	WASHINGTON ST STREETSCAPE	NEW	-	-	-	-	-	-	-
ECD	TMP	17	NORTH MAIN ST CORRIDOR IMPROVE	NEW	-	-	-	-	-	-	-
ECD	TMP	18	STREET LIGHTS	C0679	144,714	75,000	-	-	-	-	-
ECD	TMP	19	ROWAYTON MOBILITY & SAFETY	NEW	-	-	-	-	-	-	-
ECD	TMP	20	SEAVIEW AVE CORRIDOR IMPROVE	C0599	150,000	-	-	-	-	-	-
ECD	TMP	21	SILVERMINE AVENUE SIDEWALKS	NEW	-	-	-	-	-	-	-
ECD	TMP		GEORGE AVENUE SIDEWALKS	C0707	100,000	100,000	-	-	-	-	-
ECD	TMP		TRAFFIC SAFETY DATA	C0708	7,005	60,000	-	-	-	-	-
	TMP Total				5,229,909	3,020,000	7,200,000	3,650,000	475,000	4,125,000	-
ECD	BUSINESS DEV & TOUR	1	NORWALK SPECIAL EVENTS	C0680	69,091	250,000	250,000	200,000	-	200,000	200,000
ECD	BUSINESS DEV & TOUR	2	SMALL BUSINESS MAIN ST PROGRAM	C0773	170,801	125,000	200,000	100,000	-	100,000	-
	BUSINESS DEV & TOUR Total				239,892	375,000	450,000	300,000	-	300,000	200,000
ECD	HISTORICAL COMM	1	SMITH STREET BUILDINGS	C0430	99,500	75,000	375,000	375,000	-	375,000	-
ECD	HISTORICAL COMM	2	LOCKWOOD HOUSE -- ADA	C0549	234,950	-	150,000	150,000	-	150,000	-
ECD	HISTORICAL COMM	3	L-M MANSION CODE & REPAIR	C0186	139,668	3,000,000	75,000	-	-	-	75,000
ECD	HISTORICAL COMM	4	ADA ACCESS MILL HILL & MASTER	C0521	15,824	-	35,000	35,000	-	35,000	-
ECD	HISTORICAL COMM	5	CEMETERY SITE WORK	C0294	19,309	-	10,000	-	-	-	10,000
ECD	HISTORICAL COMM	6	WPA MURALS	C0574	-	-	25,000	-	-	-	-
	HISTORICAL COMM Total				509,251	3,075,000	670,000	560,000	-	560,000	85,000
ECD	REDEVELOPMENT	1	PINNACLE TOD UNDERGROUND UTILS	NEW	-	-	1,500,000	1,500,000	-	1,500,000	-
ECD	REDEVELOPMENT		URBAN CORE INFRASTRUCTURE	C0663	329,708	200,000	-	-	-	-	-
ECD	REDEVELOPMENT		COMMUNITY DEV BLOCK GRANT PLAN	C0709	70,000	70,000	-	-	-	-	-
ECD	REDEVELOPMENT		WEST AVE/QUINCY/ORCHARD CONTING	C0710	500,000	500,000	-	-	-	-	-
	REDEVELOPMENT Total				899,708	770,000	1,500,000	1,500,000	-	1,500,000	-
ECD Total					7,504,819	7,840,000	11,015,000	6,880,000	475,000	7,355,000	285,000
OPERATIONS AND PW	OPERATIONS	1	ELECTRICAL UPGRADES / CHARGING STA	C0681	30,000	30,000	30,000	-	-	-	30,000
	OPERATIONS Total				30,000	30,000	30,000	-	-	-	-
OPERATIONS AND PW	SOLID WASTE	1	TRANSFER STATION IMPROVEMENTS	C0711	348,000	348,000	425,000	425,000	-	425,000	-
	SOLID WASTE Total				348,000	348,000	425,000	425,000	-	425,000	-
OPERATIONS AND PW	ENGINEERING	A1	BRIDGE REPAIRS	C0315	288,149	210,000	450,000	450,000	-	450,000	-
OPERATIONS AND PW	ENGINEERING	A2	STRUCTURAL INSPECTION / REPAIRS	C0617	162,294	50,000	50,000	-	-	-	50,000

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OPERATIONS AND PW	ENGINEERING	B1	PAVEMENT MANAGEMENT PROGRAM	C0021	6,425,612	6,000,000	8,000,000	6,500,000	-	6,500,000	-
OPERATIONS AND PW	ENGINEERING	B2	SIDEWALKS AND CURBS	C0318	3,500,000	3,500,000	8,800,000	4,500,000	-	4,500,000	-
OPERATIONS AND PW	ENGINEERING	B3	FOOTPATH REPLACEMENT	C0503	200,000	200,000	300,000	-	-	-	-
OPERATIONS AND PW	ENGINEERING	B4	GENERAL DRAINAGE	C0302	701,658	400,000	600,000	400,000	-	400,000	-
OPERATIONS AND PW	ENGINEERING	C1	WATERCOURSE MAINTENANCE	C0440	2,231,956	1,500,000	2,500,000	1,000,000	-	1,000,000	-
OPERATIONS AND PW	ENGINEERING	C2	DREDGING MARINAS AND EASEMENTS	C0281	-	-	-	-	-	-	-
OPERATIONS AND PW	ENGINEERING	C3	STORMWATER MANAGEMENT PLAN	C0425	129,043	270,000	350,000	350,000	-	350,000	-
OPERATIONS AND PW	ENGINEERING	C4	NORWALK RIVER FLOOD CONTROL	C0643	330,000	50,000	-	-	-	-	-
OPERATIONS AND PW	ENGINEERING	C5	COASTAL RESILIENCY	NEW	-	-	-	-	-	-	-
OPERATIONS AND PW	ENGINEERING	C6	NEW CANAAN AVE / PONUS STORM DRAIN	C0712	1,200,000	1,200,000	2,000,000	2,000,000	-	2,000,000	-
OPERATIONS AND PW	ENGINEERING	C7	GLENDENNING / CANNON ST STORM DRAIN	C0713	231,000	231,000	3,000,000	3,000,000	-	3,000,000	-
OPERATIONS AND PW	ENGINEERING	C8	LAWRENCE ST STORM DRAINAGE	C0714	60,000	60,000	500,000	-	-	-	-
OPERATIONS AND PW	ENGINEERING	C9	GLENWOOD AVE STORM DRAINAGE	NEW	-	-	-	-	-	-	-
OPERATIONS AND PW	ENGINEERING	D1	TREE PLANTING DPW	C0233	13,527	100,000	200,000	200,000	-	200,000	-
OPERATIONS AND PW	ENGINEERING	E1	EAST AVENUE RDWY & BRIDGE RECONSTRUCTION	C0471	1,972,858	1,500,000	1,500,000	1,500,000	-	1,500,000	-
OPERATIONS AND PW	ENGINEERING	E2	GRANT LOCAL MATCHING FUNDS	C0816	1,163,548	450,000	450,000	350,000	-	350,000	-
OPERATIONS AND PW	ENGINEERING	E3	INFRASTRUCTURE REINVEST (CAPITAL RESERVE)	C0817	100,000	-	-	-	-	-	-
OPERATIONS AND PW	ENGINEERING	E4	RIGHT-OF-WAY USE POLICY STUDY	NEW	-	-	-	-	-	-	-
OPERATIONS AND PW	ENGINEERING	E5	STATE NON-PARTICIPANT CITY STANDARD AMENITIES	C0818	100,000	-	250,000	-	-	-	-
OPERATIONS AND PW	ENGINEERING	E6	ELIZABETH ST STREETSCAPE & UNDERGROUND UTIL	C0819	599,811	500,000	1,000,000	-	-	-	-
OPERATIONS AND PW	ENGINEERING	E7	CONVERSION OF AERIAL TO UNDERGROUND UTILITIES	NEW	-	-	-	-	-	-	-
OPERATIONS AND PW	ENGINEERING	E8	GREEN INFRASTRUCTURE	C0715	100,000	100,000	250,000	100,000	-	100,000	-
	ENGINEERING Total				19,509,456	16,321,000	30,200,000	20,350,000	-	20,350,000	50,000
OPERATIONS AND PW	FLEET MAINTENANCE	1	FLEET REPLACEMENT	C0313	9,509	610,000	990,000	665,000	-	665,000	-
OPERATIONS AND PW	FLEET MAINTENANCE	2	VARIOUS DEPT FLEET VEHICLES	C0716	-	125,000	200,000	200,000	-	200,000	-
	FLEET MAINTENANCE Total				9,509	735,000	1,190,000	865,000	-	865,000	-
OPERATIONS AND PW	BUILDING MANAGEMENT	H01	CITY HALL REPAIRS & IMPROVEMENTS	C0439	336,844	200,000	220,000	95,000	-	95,000	-
OPERATIONS AND PW	BUILDING MANAGEMENT	H02	PUBLIC WORKS CENTER IMPROVEMENTS	C0119	180,053	475,500	377,000	282,000	-	282,000	-
OPERATIONS AND PW	BUILDING MANAGEMENT	H03	MAIN LIBRARY	C0133	12,040	-	540,000	540,000	-	540,000	-
OPERATIONS AND PW	BUILDING MANAGEMENT	H04	BRANCH LIBRARY IMPROVEMENTS	C0644	10,045	-	385,000	385,000	-	385,000	-
OPERATIONS AND PW	BUILDING MANAGEMENT	H05	HEALTH DEPARTMENT	C0645	16,300	-	290,000	290,000	-	290,000	-
OPERATIONS AND PW	BUILDING MANAGEMENT	H06	POLICE FACILITIES	C0137	78,782	-	610,000	610,000	-	610,000	-
OPERATIONS AND PW	BUILDING MANAGEMENT	H07	FIRE HEADQUARTERS	NEW	-	-	45,000	45,000	-	45,000	-
OPERATIONS AND PW	BUILDING MANAGEMENT	H08	BEN FRANKLIN IMPROVEMENTS	C0295	25,348	-	1,047,500	1,047,500	-	1,047,500	-
OPERATIONS AND PW	BUILDING MANAGEMENT	H09	VARIOUS CITY BLDG REPAIRS	C0476	20,392	60,000	60,000	-	-	-	60,000

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OPERATIONS AND PW	BUILDING MANAGEMENT	H10	ELECTRIC VEHICLES / SUSTAINABILITY PROJECTS	C0718	64,839	75,000	75,000	75,000	-	75,000	-	
OPERATIONS AND PW	BUILDING MANAGEMENT	H11	ROOSEVELT CENTER IMPROVEMENTS	C0683	167,000	83,375	100,500	100,500	-	100,500	-	
OPERATIONS AND PW	BUILDING MANAGEMENT	H12	ENVIRONMENTAL REMEDIATION	C0543	18,237	20,000	20,000	-	-	-	20,000	
OPERATIONS AND PW	BUILDING MANAGEMENT	H13	SIDEWALK & CURB BLDG MGT	C0583	44,223	25,000	25,000	-	-	-	25,000	
OPERATIONS AND PW	BUILDING MANAGEMENT	H14	NATHANIEL ELY IMPROVEMENTS	C0266	550,250	-	330,000	35,000	-	35,000	-	
OPERATIONS AND PW	BUILDING MANAGEMENT	H16	ELECTRICAL SYSTEMS SURVEYS	NEW	-	-	50,000	-	-	-	50,000	
OPERATIONS AND PW	BUILDING MANAGEMENT		MATTHEWS PARK	C0717	75,000	75,000	-	-	-	-	-	
	BUILDING MANAGEMENT Total				1,599,353	1,013,875	4,175,000	3,505,000	-	3,505,000	155,000	
OPERATIONS AND PW	PARK MAINTENANCE	1	98 SOUTH MAIN COMMUNITY CENTER	C0719	135,114	2,500,000	2,115,000	115,000	-	115,000	-	
OPERATIONS AND PW	PARK MAINTENANCE	2	BROAD RIVER BASEBALL COMPLEX	C0658	3,383,761	1,000,000	2,000,000	2,000,000	-	2,000,000	-	
OPERATIONS AND PW	PARK MAINTENANCE	3	CALF PASTURE BEACH	C0365	53,057	1,140,000	2,760,000	2,760,000	-	2,760,000	-	
OPERATIONS AND PW	PARK MAINTENANCE	4	MALMQUIST FIELD	NEW	-	-	-	-	-	-	-	
OPERATIONS AND PW	PARK MAINTENANCE	5	ADA IMPROVEMENTS	NEW	-	-	-	-	-	-	-	
OPERATIONS AND PW	PARK MAINTENANCE	6	VEHICLES	C0486	86,322	142,000	373,000	373,000	-	373,000	-	
OPERATIONS AND PW	PARK MAINTENANCE	7	PARK SIGNAGE	NEW	-	-	100,000	-	-	-	100,000	
OPERATIONS AND PW	PARK MAINTENANCE	8	PARKS GARAGE REPAIRS	C0472	120,830	25,000	25,000	-	-	-	25,000	
OPERATIONS AND PW	PARK MAINTENANCE	9	DEMO & DESIGN 4 TITO COURT	NEW	-	-	-	-	-	-	-	
OPERATIONS AND PW	PARK MAINTENANCE	10	PARKS SUSTAINABILITY	C0684	221,786	100,000	50,000	-	-	-	50,000	
OPERATIONS AND PW	PARK MAINTENANCE	11	SCHOOL & PARK PLAYGROUNDS	C0364	96,803	30,000	300,000	300,000	-	300,000	-	
OPERATIONS AND PW	PARK MAINTENANCE	12	ATHLETIC FIELDS	C0771	39,912	30,000	50,000	-	-	-	50,000	
OPERATIONS AND PW	PARK MAINTENANCE	13	PAVING SIDEWALK PROJECTS	C0588	90,500	60,000	50,000	-	-	-	50,000	
OPERATIONS AND PW	PARK MAINTENANCE	14	BASKETBALL & TENNIS COURTS	C0321	21,677	-	50,000	-	-	-	50,000	
OPERATIONS AND PW	PARK MAINTENANCE	15	TREE PLANTING	C0830	42,090	50,000	50,000	-	-	-	50,000	
OPERATIONS AND PW	PARK MAINTENANCE	16	BACKSTOPS AND FENCING	C0131	36,481	60,000	60,000	-	-	-	60,000	
OPERATIONS AND PW	PARK MAINTENANCE	17	CRANBURY PARK	C0366	438,946	-	25,000	-	-	-	25,000	
OPERATIONS AND PW	PARK MAINTENANCE	18	VETERANS PARK	C0367	5,052,083	2,000,000	-	-	-	-	-	
OPERATIONS AND PW	PARK MAINTENANCE		TAYLOR FARM	C0720	165,000	165,000	-	-	-	-	-	
	PARK MAINTENANCE Total				9,984,362	7,302,000	8,008,000	5,548,000	-	5,548,000	460,000	
OPERATIONS AND PW Total					31,480,680	25,749,875	44,028,000	30,693,000	-	30,693,000	695,000	
BOARD OF EDUCATION	PUBLIC SCHOOL	1	ENHANCEMENT TO SCHOOL SECUIITY	C0537	-	86,500	554,388	327,000	-	327,000	-	
BOARD OF EDUCATION	PUBLIC SCHOOL	2	LITERARY CURRICULUM	NEW	-	-	300,000	300,000	-	300,000	-	
BOARD OF EDUCATION	PUBLIC SCHOOL	3	SCIENCE & SOCIAL STUDIES CURRICULUM	C0609	202,016	250,000	250,000	200,000	-	200,000	-	
BOARD OF EDUCATION	PUBLIC SCHOOL	4	BAND /STRINGS INSTRUMENT REPLACEMENTS	C0685	7,538	300,000	300,000	300,000	-	300,000	-	
BOARD OF EDUCATION	PUBLIC SCHOOL	5	INSTRUCTIONAL TECHNOLOGY	C0112	503,992	437,500	1,839,375	1,619,375	-	1,619,375	-	
BOARD OF EDUCATION	PUBLIC SCHOOL	6	REPLACEMENT OF MIDDLE SCHOOL LOCKERS	C0722	340,100	500,000	250,000	250,000	-	250,000	-	

City of Norwalk and NPS / Board of Ed						3/6/25 10:35 AM					
Division Requested & Recommended FYE 2026 Capital Budget											
03/05/25 -- Version 5						FYE 2025	FYE 2026	FYE 2026	FYE 2026	FYE 2026	FYE 2026
printed: 3/6/2025 10:35						Council	Department	Finance	Mayor	(1) Mayor	Funded by
Division	SubDivision	Rank	ProjectName	Proj ID	Available	Approved	Request	Recommend	Adjust	Recommend	Debt Premium
BOARD OF EDUCATION	PUBLIC SCHOOL	7	WEST ROCKS ROOF REPAIR	NEW	-	-	240,000	240,000	-	240,000	-
BOARD OF EDUCATION	PUBLIC SCHOOL	8	STUDENT TECHNOLOGY	NEW	-	-	922,510	922,510	-	922,510	-
BOARD OF EDUCATION	PUBLIC SCHOOL	9	BOE ASBESTOS ABATEMENT PROGRAM	C0595	1,105,584	600,000	1,400,000	1,400,000	-	1,400,000	-
BOARD OF EDUCATION	PUBLIC SCHOOL	10	OIL TANK REPLACEMENT	C0789	938,763	500,000	250,000	250,000	-	250,000	-
BOARD OF EDUCATION	PUBLIC SCHOOL	11	AIR CONDITIONING PROGRAM	C0652	1,347,260	-	500,000	500,000	-	500,000	-
BOARD OF EDUCATION	PUBLIC SCHOOL	12	SCHOOL DISTRICT PAVING & ADA COMPLIANCE	C0516	856,682	700,000	400,000	400,000	-	400,000	-
BOARD OF EDUCATION	PUBLIC SCHOOL	13	CAPITAL REPAIRS AND REPLACEMENT	C0587	198,076	250,000	250,000	250,000	-	250,000	-
BOARD OF EDUCATION	PUBLIC SCHOOL	14	DISTRICT VEHICLES	C0623	63,000	198,000	-	-	-	-	-
BOARD OF EDUCATION	PUBLIC SCHOOL		AIR CONDITIONING PROGRAM	C0652	1,347,260	500,000	-	-	-	-	-
BOARD OF EDUCATION	PUBLIC SCHOOL		BROOKSIDE-MONTESSORI PROGRAM EXPANSION	C0686	34,851	125,000	-	-	-	-	-
BOARD OF EDUCATION	PUBLIC SCHOOL		HEATING SYSTEMS REPLACEMENTS	C0721	200,000	200,000	-	-	-	-	-
BOARD OF EDUCATION	PUBLIC SCHOOL		SONO LAND ACQUISITION	C0723	3,370,000	3,370,000	-	-	-	-	-
	PUBLIC SCHOOL Total				10,515,122	8,017,000	7,456,273	6,958,885	-	6,958,885	-
BOARD OF EDUCATION Total					10,515,122	8,017,000	7,456,273	6,958,885	-	6,958,885	-
OPERATIONS AND PW	WPCA	1	COLLECTIONS SYSTEM REHABILITATION	C0361	17,425,216	13,350,000	7,600,000	7,600,000	-	7,600,000	-
OPERATIONS AND PW	WPCA	2	PUMP STATION UPGRADE / REPLACE	C0360	4,183,572	-	-	-	-	-	-
OPERATIONS AND PW	WPCA	3	WWTP REHABILITATION/IMPROVEMENT	C0791	10,000,000	10,000,000	10,000,000	10,000,000	-	10,000,000	-
	WPCA Total				31,608,788	23,350,000	17,600,000	17,600,000	-	17,600,000	-
WPCA Total					31,608,788	23,350,000	17,600,000	17,600,000	-	10,000,000	-
PARKING AUTHORITY	PARKING AUTHORITY	P1	PARKING GARAGES	C0303	3,701,700	1,500,000	1,750,000	1,750,000	-	1,750,000	-
PARKING AUTHORITY	PARKING AUTHORITY	P2	REVENUE CONTROL EQUIPMENT	C0465	18,622		-	-	-	-	-
	PARKING AUTHORITY Total				3,720,322	1,500,000	1,750,000	1,750,000	-	1,750,000	-
PARKING AUTHORITY Total					3,720,322	1,500,000	1,750,000	1,750,000	-	1,750,000	-
Grand Total					86,551,360	70,217,280	92,205,034	74,187,646	475,000	74,662,646	1,030,000
			Less WPCA (Enterprise Fund)		(31,608,788)	(23,350,000)	(17,600,000)	(17,600,000)	-	(17,600,000)	-
			Less Parking Auth (Enterprise Fund)		(3,720,322)	(1,500,000)	(1,750,000)	(1,750,000)	-	(1,750,000)	-
			Total City and Board of Ed only		51,222,250	45,367,280	72,855,034	54,837,646	475,000	55,312,646	1,030,000
			Total Board of Ed only		10,515,122	8,017,000	7,456,273	6,958,885	-	6,958,885	-
			Total City only		40,707,128	37,350,280	65,398,761	47,878,761	475,000	48,353,761	1,030,000



Honorable Harry W. Rilling, Mayor
125 East Avenue
Norwalk, Connecticut 06851

March 5, 2025

Honorable Mayor Rilling,

The Planning & Zoning Commission held a public hearing on the FY 2025-2026 Capital Budget at their February 8, 2025, regular meeting.

On February 19, 2025, the Planning & Zoning Commission made the following decision regarding the City of Norwalk's FY 2025-26 Capital Budget:

**Whereas the Planning & Zoning Commission (the Commission) recommends that the East Avenue Corridor Improvements project (C0678) as part of the Transportation, Mobility & Parking Department's budget be fully funded and prioritized as it is especially consistent with the 2019-2029 Plan of Conservation and Development (POCD);*

THEREFORE, BE IT RESOLVED by the Norwalk Planning & Zoning Commission that the FY 2025-26 Capital Budget is consistent with the 2019-2029 Plan of Conservation and Development; and

BE IT FURTHER RESOLVED that notice of this action be forwarded to Mayor Rilling.

Respectfully submitted on behalf of the Planning & Zoning Commission,

Bryan Baker

Bryan Baker, AICP
Principal Planner
City of Norwalk

Galen Wells, Chairwoman, Norwalk Planning & Zoning Commission
Chapin Bryce, Vice-Chairman, Norwalk Planning & Zoning Commission
Jacquen Jordan-Byron, Secretary, Norwalk Planning & Zoning Commission
Louis Schulman, Norwalk Planning & Zoning Commission
Tamsen Langalis, Norwalk Planning & Zoning Commission
Richard Roina, Norwalk Planning & Zoning Commission
Nicholas Kantor, Norwalk Planning & Zoning Commission
Darius Williams, Norwalk Planning & Zoning Commission
Ana Tabachneck, Norwalk Planning & Zoning Commission
Diana Lenkowsky, Norwalk Planning & Zoning Commission



VII.C.

Office of Building Management
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: NEIL RENNIE, PROPERTY MANAGER

DATE: APRIL 4, 2025

RE: ELEVATOR MAINTENANCE CONTRACT BID - #4421

On February 13, 2025 the City's Purchasing Department solicited bids for elevator maintenance service at the following ten City buildings. The numbers of elevators/ dumbwaiters at each location are as follows: City Hall (3) elevators, Public Works (1) chairlift, Public Library – Belden Avenue (1) elevator and (2) dumbwaiters, Public Library – South Norwalk (1) elevator, Health Department (1) elevator, Police Headquarters (1) elevator, Fire Headquarters (1) elevator, Nathaniel Ely Center (1) elevator, Ben Franklin Center (1) elevator, and Lockwood House Museum (1) elevator. The current service will expire on June 30, 2025. Four (4) contractors submitted bids for the elevator maintenance service. The following are the bid results:

FIRM	1st Year Contract	2nd Year Contract	3rd Year Contract	4th Year Contract	5th Year Contract	Total
TK Elevator Corp.	\$24,540.00	\$25,276.20	\$26,034.49	\$26,815.52	\$27,619.99	\$130,286.19
Kone, Inc.	\$29,904.00	\$31,100.16	\$32,344.17	\$33,637.93	\$34,983.45	\$161,969.71
3Phase Elevator Corp.	\$36,420.00	\$37,694.70	\$39,014.01	\$40,379.51	\$41,792.79	\$195,301.01
Otis Elevator Company	\$48,480.00	\$50,176.80	\$51,932.99	\$53,750.64	\$55,631.92	\$259,972.35

The apparent low bidder is TK Elevator Corp., they also happen to be the current service provider which provide significant benefit as a continued service provider.

ACTION REQUESTED:

- a. **Authorize the Mayor, Harry W. Rilling, to execute an agreement with TK Elevator Corp. for the elevator maintenance services at various City buildings. Agreement will be for five (5) years beginning July 1, 2025 for a total amount not to exceed \$130,286.19. Funding is available in various building operating accounts for FY 2025 - 2026 and subsequent years will be subject to availability of operating funds.**

VII.C.

- b. Authorize a contingency allowance in the amount not to exceed \$5,000 per year in the event Building Management takes on the management of Lockwood Mathews Mansion Museum as well as the Norwalk Community Recreation Center upon its completion.**



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

TO: LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER

RE: **STATE PROJ: 103-0263N – NORWALK HIGH SCHOOL/P-TECH – EVERSOURCE
ENERGY GAS AGREEMENT**

DATE: MARCH 26, 2025

The City of Norwalk Common Council approved the Guaranteed Maximum Price for the Norwalk High School in February 2024. The Construction Manager mobilized and began construction in April of 2024. Currently the project is erecting structural steel, placing slab on grade concrete and developing the site which includes underground utilities.

To limit disruptions to existing school operations the Construction Manager plans to install new utility services to the building during the Summer of 2025. These utilities will be installed under the existing Calvin Murphy Drive, which currently serves as the entrance to the existing school. Services include gas, electric, telecom and water. All work will be coordinated with Norwalk Public Schools to maintain limited access for summer programs, including use of the pool.

To maintain the project schedule and begin coordinating the work with Eversource Energy, a general gas service agreement must be executed by the City of Norwalk. A copy of this agreement is attached for reference.

ACTION REQUESTED

Authorize the Mayor, Harry W. Rilling, to execute a general gas service agreement with Eversource Energy for the Norwalk High School Project for a term of 15 years and a \$0.00 contribution amount.



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 : LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDING & FACILITIES MANAGER

RE: **BOILER PURCHASE APPROVAL FOR (2) SCHOOL HVAC PROJECTS**

DATE: MARCH 31, 2025 (REVISED)

In 2022, the State created a school HVAC (Heating Ventilation and Air Conditioning) improvement program. Typically, facility repairs and replacement work are not eligible for reimbursement by the State. However, this program offers an opportunity for communities to receive State reimbursement at their normal reimbursement rate. With the recent State Special Legislative action, the City's current reimbursement rate is 60%.

In December of 2023, the City submitted 6 projects to the State for the second round of HVAC improvement program. These HVAC projects include Brien McMahon, Brookside, Marvin, Silvermine, Naramake and Rowayton schools. The estimated total cost is approximately \$36 million and the City, through Special Capital Budget Appropriation process, approved the City's and the State's share as follows:

School Name	Project Cost	City Share at 40%
Silvermine Elementary School	\$3,025,516	\$1,210,206
Rowayton Elementary School	\$10,658,618	\$4,263,447

In May 2024, the State approved all six Norwalk School HVAC projects. Thereafter the City retained engineering firms to provide design services followed by hiring of a construction management (CM) firm, Newfield Construction to implement the projects. Together with the City, Newfield began investigating lead times for equipment fabrication in order to verify the schedule. We were informed that lead times for boilers for Rowayton and Silvermine were 8 -12 weeks. Taking into consideration the conventional bidding process we realized that the boilers would fall outside of our schedule if we followed the traditional public procurement method

of issuing the full set of bid documents and purchasing the boilers through a mechanical contractor.

After reviewing options, we decided that the most expeditious method of getting the boilers in time to meet our schedule was to purchase them off of the State Bid List. The State Bid List is a procurement method initiated by the State of Connecticut, Department of Administrative Services (DAS) in an effort to expedite and minimize the time related to the traditional public purchasing procedure. The State issues bid notifications for specific goods and services every 5 years and vendors and service providers respond with their pricing that is “good” for a 5-year period. Cities and Towns, including school districts, are allowed to contact the vendors and purchase their goods and services through this method since the providers have already “bid” their goods to the State.

The Building Management Department along with the City’s Purchasing Department requested Newfield to issue a request for proposals to the State approved boiler distributors/suppliers who would provide the specified boilers. In response to Newfield’s request they received two responses: one from F.W.Webb Company and the other from Torrco. A third supplier, The Granite Group, was invited to participate however Newfield did not receive a response from them. After review by Newfield and the City it was determined that F.W. Webb had the lowest responsible proposal.

Company	Silvermine Proposed Amount	Rowayton Proposed Amount
F.W. Webb Company	\$62,225.46	\$109,840.00
Torrco	\$69,912.00	\$116,792.00
The Granite Group	No bid	No bid

As the fee proposal for Silvermine boilers is under the purchasing guidelines of \$100,000 for Council approval, Building Management will request the issuance of a purchase order directly through the Purchasing Department. Meanwhile, the following action by the Common Council for Rowayton School is required:

ACTION REQUESTED:

- 1a. Authorize the Purchasing Agent to issue a purchase order to F.W. Webb Company to purchase the boilers for the Rowayton Elementary School (State Project #103-001 HVACN) in the amount of \$109,840.00. Funds are available in Acct. #09245010 5777 C0843.**
- 1b. Authorize allowance for change order in an amount not to exceed \$5,492.00. Acct. #09245010 5777 C0843.**



CITY OF NORWALK
James Meehan, P.E.
Principal Engineer /
Department of Engineering
 125 East Avenue
 Norwalk, CT 06851
 Office: (203) 854-7731
www.norwalkct.gov
jmeehan@norwalkct.gov

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works

FROM: James Meehan, P.E. – Principal Engineer

RE: Project Bid No. 4431 RD2025-1 - Roadway Paving and Sidewalks for Flax Hill Road (From Arbor Drive to Highland Avenue)

DATE: March 26, 2025

The Department of Public Works has prepared plans for Project RD2025-1. This project consists of the paving and installation of curbs and sidewalks for Flax Hill Avenue between Highland Avenue and Arbor Street.

On March 21, 2025, the Purchasing Agent received three (3) bid packages from various construction firms for the above referenced project and the apparent low bidder is Grasso Companies, LLC with a bid amount of \$1,801,903.30.

I have attached a copy of the selection results received from four (4) bidders for your reference, including an itemized comparison of the three (3) apparent low responsive bid results and Engineer's Estimate for your reference.

Therefore, I would like to request that the following items be included on the agenda for the April 1, 2025 Public Works Committee meeting:

- 1) Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Grasso Companies, LLC for Project RD2025-1 - Roadway Paving and Sidewalks for Flax Hill Road (From Arbor Drive to Highland Avenue) for a sum not to exceed \$1,801,903.30.

Account No.

0924 4021 5777 C0021
 0925 4021 5777 C0021
 0919 4021 5777 C0318
 0925 4021 5777 C0318
 0925 4021 5777 C0440



CITY OF NORWALK
James Meehan, P.E.
*Principal Engineer /
Department of Engineering*
125 East Avenue
Norwalk, CT 06851
Office: (203) 854-7731
www.norwalkct.gov
jmeehan@norwalkct.gov

- 2) Authorize the Chief of Operations and Public Works to execute orders on the contract with Grasso Companies, LLC for Project RD2025-1 - Roadway Paving and Sidewalks for Flax Hill Road (From Arbor Drive to Highland Avenue) for a sum not to exceed \$180,190.33.

Account No.

0924 4021 5777 C0021
0925 4021 5777 C0021
0919 4021 5777 C0318
0925 4021 5777 C0318
0925 4021 5777 C0440

A copy of the bid information from the Purchasing Department for Project 4431, RD2025-1 - Roadway Paving and Sidewalks for Flax Hill Road (From Arbor Drive to Highland Avenue).
<https://www.norwalkct.gov/DocumentCenter/Index/1773>



DEPARTMENT OF
ENGINEERING

City of Norwalk
Department of Operations and Public Works

Norwalk City Hall
125 East Avenue
Norwalk, CT 06856-5125
Office Telephone: (203) 854-7891
www.norwalkct.gov

BID SHEET

CITY PROJECT: RD2025-1

ROADWAY PAVING AND SIDEWALKS FOR FLAX HILL ROAD
(FROM ARBOR DRIVE TO HIGHLAND AVENUE)

DATE: FRIDAY, MARCH 21, 2025 2:00 P.M.

BIDDER	BID AMOUNT	BID BOND
The Grasso Companies, LLC 57 Viaduct Road Stamford, CT 06907	\$1,801,829.50 \$1,801,903.30 (Corrected Amount - Math Error) Apparent Low Bidder	15% Argonaut Insurance Company
Burns Construction Company, Inc. 300 Sperry Avenue Stamford, CT 06615	\$1,938,956.85	15% Western Surety Company
Colonna Concrete & Asphalt Paving LLC 1 Bradley Road Unit 504 Woodbridge, CT 06525	\$2,003,323.00	15% emc Insurance
	\$	%
	\$	%
	\$	%
	\$	%

Project Number : RD2025-1

Project Name : ROADWAY PAVING AND SIDEWALKS FOR FLAX HILL ROAD (FROM ARBOR DRIVE TO HIGHLAND AVENUE)

Items	Description	Quantity	Apparent Low Bidder			Second Bidder			Third Bidder			Engineering's Estima		
			Unit Price	Amount		Unit Price	Amount		Unit Price	Amount		Unit Price	Amount	
0201001A	CLEARING AND GRUBBING	1	\$8,500.00	\$8,500.00		\$26,000.00	\$26,000.00		\$52,500.00	\$52,500.00		\$30,000.00	\$30,000.00	
0202000	EARTH EXCAVATION	700	\$40.00	\$28,000.00		\$46.50	\$32,550.00		\$25.00	\$17,500.00		\$45.15	\$31,605.00	
0202100	ROCK EXCAVATION	40												
0202452A	TEST PIT	5	\$1,500.00	\$7,500.00		\$2,900.00	\$14,500.00		\$500.00	\$2,500.00		\$2,500.00	\$12,500.00	
0202529	CUT BITUMINOUS CONCRETE PAVEMENT	260	\$2.20	\$572.00		\$6.50	\$1,690.00		\$4.00	\$1,040.00		\$7.55	\$1,963.00	
0209001	FORMATION OF SUBGRADE	290	\$3.00	\$870.00		\$13.00	\$3,770.00		\$4.00	\$1,160.00		\$6.90	\$2,001.00	
0219001	SEDIMENTATION CONTROL SYSTEM	5,000	\$3.35	\$16,750.00		\$4.50	\$22,500.00		\$2.00	\$10,000.00		\$6.75	\$33,750.00	
0219011A	SEDIMENTATION CONTROL AT CATCH BASIN	11	\$185.00	\$2,035.00		\$150.00	\$1,650.00		\$250.00	\$2,750.00		\$237.15	\$2,608.65	
0304002	PROCESSED AGGREGATE BASE	200	\$82.00	\$16,400.00		\$64.00	\$12,800.00		\$65.00	\$13,000.00		\$68.30	\$13,660.00	
0406170A	HMA SUPERPAVE 1.0" (25.4) LEVEL 2	70	\$195.00	\$13,650.00		\$270.00	\$18,900.00		\$300.00	\$21,000.00		\$291.95	\$20,436.50	
0406171A	HMA SUPERPAVE 0.50" (12.5) LEVEL 2	960	\$145.00	\$139,200.00		\$145.00	\$139,200.00		\$165.00	\$158,400.00		\$177.65	\$170,544.00	
0406172A	HMA SUPERPAVE 0.375" (9.5) LEVEL 2	960	\$150.00	\$144,000.00		\$155.00	\$148,800.00		\$173.00	\$166,080.00		\$203.30	\$195,168.00	
0406204A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL) MIN BID - SEE SPECIAL NOTES	1,000	\$37.00	\$37,000.00		\$48.00	\$48,000.00		\$100.00	\$100,000.00		\$70.00	\$70,000.00	
0406236	MATERIAL FOR TACK COAT	840	\$10.00	\$8,400.00		\$12.50	\$10,500.00		\$20.00	\$16,800.00		\$15.80	\$13,272.00	
0406285A	FINE MILLING OF BIT. CONCRETE (0" - 4")	8,329	\$7.20	\$59,968.80		\$4.00	\$33,316.00		\$9.00	\$74,961.00		\$3.05	\$25,403.45	
0506027A	PRECAST BLOCK SEGMENTAL RETAINING WALL	225	\$125.00	\$28,125.00		\$60.00	\$13,500.00		\$100.00	\$22,500.00		\$45.00	\$10,125.00	
0506710A	CONCRETE AND STONE STAIRS	30	\$265.00	\$7,950.00		\$520.00	\$15,600.00		\$200.00	\$6,000.00		\$200.00	\$6,000.00	
0507007A	TYPE "C" CATCH BASIN TOP	1	\$635.00	\$635.00		\$460.00	\$460.00		\$1,500.00	\$1,500.00		\$1,490.60	\$1,490.60	
0586600A	RESET CATCH BASIN	11	\$1,245.00	\$13,695.00		\$500.00	\$5,500.00		\$1,000.00	\$11,000.00		\$1,764.75	\$19,412.25	
0586650	RESET MANHOLE	51	\$840.00	\$42,840.00		\$275.00	\$14,025.00		\$1,000.00	\$51,000.00		\$1,606.05	\$81,908.55	
0811001A	CONCRETE CURBING	4,473	\$51.00	\$228,123.00		\$80.00	\$357,840.00		\$45.00	\$201,285.00		\$52.35	\$234,161.55	
0812000A	EXTRUDED CONCRETE CURB	126	\$102.00	\$12,852.00		\$10.00	\$1,260.00		\$45.00	\$5,670.00		\$52.50	\$6,615.00	
0905003A	REBUILD STONE WALL	50	\$65.00	\$3,250.00		\$78.00	\$3,900.00		\$40.00	\$2,000.00		\$20.00	\$1,000.00	
0915001A	TREE PROTECTION	2	\$425.00	\$850.00		\$600.00	\$1,200.00		\$500.00	\$1,000.00		\$5,000.00	\$10,000.00	
0915003	TREE ROOT PROTECTION	2	\$760.00	\$1,520.00		\$900.00	\$1,800.00		\$100.00	\$200.00		\$130.00	\$260.00	
0921001A	CONCRETE SIDEWALK	22,250	\$16.65	\$370,462.50		\$16.50	\$367,125.00		\$16.00	\$356,000.00		\$17.10	\$380,475.00	
0921005A	CONCRETE SIDEWALK RAMP	2,160	\$17.00	\$36,720.00		\$25.00	\$54,000.00		\$25.00	\$54,000.00		\$38.05	\$82,188.00	
0921011A	CONCRETE DRIVEWAY RAMP	5,500	\$17.00	\$93,500.00		\$25.00	\$137,500.00		\$20.00	\$110,000.00		\$20.00	\$110,000.00	
0921048A	DETECTABLE WARNING SURFACE	270	\$35.00	\$9,450.00		\$50.00	\$13,500.00		\$30.00	\$8,100.00		\$45.70	\$12,339.00	
0922501A	BITUMINOUS CONCRETE DRIVEWAY	140	\$83.50	\$11,690.00		\$50.00	\$7,000.00		\$70.00	\$9,800.00		\$87.70	\$12,278.00	

Project Number : RD2025-1

Project Name : ROADWAY PAVING AND SIDEWALKS FOR FLAX HILL ROAD (FROM ARBOR DRIVE TO HIGHLAND AVENUE)

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0939001	SWEEPING FOR DUST CONTROL	10	\$300.00	\$3,000.00	\$200.00	\$2,000.00	\$40.00	\$400.00	\$81.15	\$811.50
0942001	CALCIUM CHLORIDE FOR DUST CONTROL	1	\$2,300.00	\$2,300.00	\$1,300.00	\$1,300.00	\$200.00	\$200.00	\$1,863.10	\$1,863.10
0943001	WATER FOR DUST CONTROL	10	\$120.00	\$1,200.00	\$0.01	\$0.10	\$50.00	\$500.00	\$50.40	\$504.00
0944004A	FURNISHING AND PLACING TOPSOIL	203	\$155.00	\$31,465.00	\$100.00	\$20,300.00	\$80.00	\$16,240.00	\$15.60	\$3,166.80
0950004	TURF ESTABLISHMENT	1,220	\$3.20	\$3,904.00	\$11.00	\$13,420.00	\$6.00	\$7,320.00	\$2.80	\$3,416.00
0970006A	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	1	\$176,000.00	\$176,000.00	\$176,000.00	\$176,000.00	\$176,000.00	\$176,000.00	\$176,000.00	\$176,000.00
0970007A	TRAFFICPERSON (UNIFORMED FLAGGER)	960	\$80.00	\$76,800.00	\$100.00	\$96,000.00	\$65.00	\$62,400.00	\$24.80	\$23,808.00
0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	1	\$42,000.00	\$42,000.00	\$5,200.00	\$5,200.00	\$80,000.00	\$80,000.00	\$75,000.00	\$75,000.00
0975004A	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3% OF BID)	1	\$50,000.00	\$50,000.00	\$14,500.00	\$14,500.00	\$50,000.00	\$50,000.00	\$60,705.00	\$60,705.00
0980002A	PROJECT SURVEY AND STAKEOUT	1	\$16,000.00	\$16,000.00	\$33,750.00	\$33,750.00	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00
1002203	TRAFFIC CONTROL FOUNDATION PEDESTAL - TYPE 1	1	\$1,050.00	\$1,050.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$600.00	\$600.00
1010902	REMOVE CONCRETE HANDHOLE	2	\$300.00	\$600.00	\$1,250.00	\$2,500.00	\$2,000.00	\$4,000.00	\$461.60	\$923.20
1118012A	REMOVAL AND/OR RELOCATION OF TRAFFIC SIGNAL EQUIPMENT	1	\$18,000.00	\$18,000.00	\$13,850.00	\$13,850.00	\$15,000.00	\$15,000.00	\$1,000.00	\$1,000.00
1206023A	REMOVAL AND RELOCATION OF EXISTING SIGNS	1	\$2,400.00	\$2,400.00	\$1,900.00	\$1,900.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00
1208931	SIGN FACE-SHEET ALUMINUM (TYPE IX RETROREFLECTIVE SHEETING)	18	\$93.00	\$1,674.00	\$85.00	\$1,530.00	\$120.00	\$2,160.00	\$68.25	\$1,228.50
1210101	4" WHITE EPOXY RESIN PAVEMENT MARKINGS	2,045	\$1.00	\$2,045.00	\$0.75	\$1,533.75	\$1.00	\$2,045.00	\$1.15	\$2,351.75
1210102	4" YELLOW EPOXY RESIN PAVEMENT MARKINGS	4,359	\$1.00	\$4,359.00	\$0.75	\$3,269.25	\$10.00	\$43,590.00	\$0.95	\$4,141.05
1210105	EPOXY RESIN PAVEMENT MARKINGS - SYMBOLS AND LEGENDS	3,211	\$4.00	\$12,844.00	\$6.50	\$20,871.50	\$8.00	\$25,688.00	\$6.75	\$21,674.25
1210109	6" WHITE EPOXY RESIN PAVEMENT MARKINGS	1,717	\$2.00	\$3,434.00	\$1.25	\$2,146.25	\$2.00	\$3,434.00	\$1.15	\$1,974.55
1302060A	RESET GATE BOXES	16	\$300.00	\$4,800.00	\$250.00	\$4,000.00	\$100.00	\$1,600.00	\$575.00	\$9,200.00
			\$1,801,903.30		\$1,938,956.85		\$2,003,323.00		\$2,023,532.25	

Apparent Low Bidder : THE GRASSO COMPANIES LLC
Second Bidder : BURNS CONSTRUCTION COMPANY, INC.
Third Bidder : Colonna Concrete and Asphalt Paving, LLC

BID BOND FORM

Herewith find a deposit in the form of a certified check, cashier's check, cash, or bid bond in the amount of \$ _____ which amount is not less than fifteen (15) percent of the total bid.

Sign Here: _____

BID BOND
City of Norwalk
Norwalk, CT

KNOW ALL MEN BY THESE PRESENTS:

That we, The Grasso Companies, LLC, of 57 Viaduct Rd, Stamford
State of Connecticut as Principal, hereinafter called the Principal,
a ☐ corporation ☐ partnership ☐ individual duly authorized by law to do business in the state of
Connecticut, and Argonaut Insurance Company, as Surety, a Corporation
duly authorized to do a surety business under the laws of the state of Connecticut, hereinafter called the
Surety, are held and firmly bound unto the City of Norwalk, Connecticut, as obligee, hereinafter called
City, in the sum of Fifteen Percent of Attached Bid (15%) Dollars
(\$ (15%)), for the payment of which the Principal and Surety bind themselves, their
heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has submitted a bid for the project named:

RD2025-1 - Roadway Paving and Sidewalks for Flax Hill Road (From Arbor Drive to Highland Avenue)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal, and the Principal shall duly
make and enter into a contract with City in accordance with the terms of said proposal or bid and award
and shall give bond for the faithful performance thereof, with Surety or Sureties approved by City; or if
the Principal shall, in case of failure so to do, pay and forfeit to City the penal amount of the deposit
specified in the all for bids, then this obligation shall be null and void; otherwise it shall be and remain in
full force and effect and the Surety shall forthwith pay and forfeit to City, as penalty and liquidated
damages, the amount of this bond.

Signed and sealed this 19th day of March 20 25.



Witness

The Grasso Companies, LLC



Principal (L.S.)

Managing Member Joseph Grasso Jr

Print name above Title



Witness Samantha Berenzo, Client Service Representative

Argonaut Insurance Company


Surety (L.S.) Seal

Bette A. Botticello, Attorney-In-Fact

Print name above Title

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Mark D. Leskanic, Bette A. Botticello, Matthew Leskanic, Greg Angel

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



by:

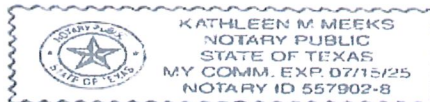
Gary E. Grose, President

STATE OF TEXAS

COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 19th day of March, 2025



Austin W. King, Secretary

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.

STATEMENT OF NON-COLLUSION

By submission of this bid each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bidder each party certifies as to its own organization under penalty of perjury, that to the best of knowledge and belief:

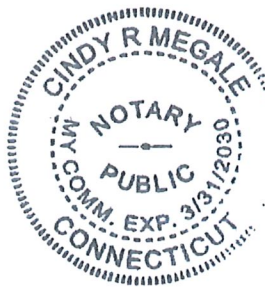
- A.) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- B.) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the bid opening, directly or indirectly, to any other bidder or to any competitor.
- C.) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

I hereby sign this document acting within my authority as a duly authorized representative of the named bidder. By signing below I certify, affirm and acknowledge that the information set forth in this document is true, accurate and complete to the best of my information and knowledge.

Signature of Bidder: _____

Dated: 3/19/2025

Note: The Bidders signature must be notarized to be considered a responsive Bid!



Cindy R Megale
Notary Public

3/19/2025

Date

Name and Addresses of Members of the Firm:

Joseph M. Grasso Jr.

30 Laurel Brook Lane

Fairfield, CT 06824

BIDDER'S QUALIFICATION STATEMENT

The Bidder is required to submit the following information at the time of bid.

Name of Project submitted for: RD2025-1 Road Paving & Sidewalks for Flax Hill Rd(Arbor Dr to Highland Ave)

1. How many years has your organization been in business as a general contractor: 15
2. How many years has your organization been in business under its present name? 15
 - a. If applicable, under what other names has your organization operated?
 - i. _____
 - ii. _____
 - iii. _____
3. If a corporation, please answer the following:
 - a. Date of Incorporation: 6/2010
 - b. State of Incorporation: Connecticut
 - c. President's Name: Joseph M. Grasso Jr.
 - d. Vice-President's Name(s) _____

 - d. Secretary's Name: _____
 - e. Treasurer's Name _____
4. If a partnership, please answer the following:
 - a. Date of Organization: _____
 - b. State type of partnership: _____
 - c. Name(s) of general partner(s) _____

5. If your organization is individually owned, please answer the following:
 - a. Date of Organization: _____
 - b. Name of Owner: _____
6. If the form of your organization is other than those listed above, please describe and name the principals:

7. List the categories of work that your organization normally performs with its own forces:

Sitework

Concrete

Asphalt Pave

8. Have you ever failed to complete any work awarded to you? If so, note when, where and why:

We are currently seeking restitution for NY DOT Project D264461

9. Are you presently involved in any litigation or arbitration over existing contracts or work? If so, note when, where and why:

Claim for extra work due to differing site conditions on NY DOT Project D264461

10. Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization that has failed to complete a construction contract? If so, note when, where and why.

We are currently seeking restitution for NY DOT Project D264461

11. Attach a separate sheet, listing the major projects that your organization has completed in the past five (5) years, giving the name of project, owner, designer, contract amount, date of completion and percentage of work performed by your organization. See Attached
12. Attach a separate sheet, listing the total worth of work in progress and under contract, giving the name of project, owner, designer, contract amount, percent complete and scheduled completion date. See Attached
13. Attach a separate sheet, listing the construction experience and present commitment of the key individuals of your organization. See Attached

14. Trade References:

O&G 203-337-5119

15. Bank References:

Ives Bank (Formerly Savings Bank of Danbury)
40 Grass Plain Street
Bethel, CT 06801
Gil Dilrocha
475-218-1522

16. Name of Bonding Company and name and address of agent:

Argonaut Insurance Company
P.O. Box 469011
San Antonio, Texas 78246
Bette A. Botticello

17. **Is NOT required at the time of Bid, but must be made available upon request.** Attach Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet which must contain the following items:

Current Assets: (Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, and material and prepaid expenses), net fixed assets and other assets.

Current Liabilities: (Accounts payable, notes payable, accrued interest on notes, provisions for income taxes, advances received from owners, accrued salaries, accrued payroll taxes)

Other Liabilities: (Capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings)

Name and address of firm preparing attached financial statement and date thereof:

The MP Group
1 Manod Place
#900
Springfield, MA
01144

The undersigned certifies under oath that the information is true and sufficiently complete so as not to be misleading.

Date: March 19, 2025
Name of Organization: The Grasso Companies, LLC
By: Joseph M. Grasso Jr. (L.S.)
Title: President

I, Joseph M. Grasso Jr. being duly sworn
deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

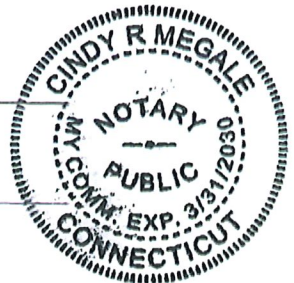
Subscribed and sworn before me this 19 day of March 2025.

Notary Public:

Cindy R Megale

My Commission Expires:

3/31/30



Project Number: RD2025-1

Project Name: ROADWAY PAVING AND SIDEWALKS FOR FLAX HILL ROAD (FROM ARBOR DRIVE TO HIGHLAND AVENUE)

ITEM NUMBER	QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT BID
0201001A	1	CLEARING AND GRUBBING		
		<u>Eight Thousand</u> <u>Five Hundred Dollars</u> per LUMP SUM	<u>\$8,500.00</u>	<u>\$8,500.00</u>
0202000	700	EARTH EXCAVATION		
		<u>Forty Dollars</u> per CUBIC YARD	<u>\$40.00</u>	<u>\$28,000.00</u>
0202100	40	ROCK EXCAVATION		
		<u>Eighty Eight Dollars</u> per CUBIC YARD	<u>\$88.00</u>	<u>\$3,520.00</u>
0202452A	5	TEST PIT		
		<u>One Thousand Five Hundred</u> <u>Dollars</u> per EACH	<u>\$1,500.00</u>	<u>\$7,500.00</u>
0202529	260	CUT BITUMINOUS CONCRETE PAVEMENT		
		<u>Two Dollars Twenty Cents</u> per LINEAR FEET	<u>\$2.20</u>	<u>\$572.00</u>
0209001	290	FORMATION OF SUBGRADE		
		<u>Three Dollars</u> per SQUARE YARDS	<u>\$3.00</u>	<u>\$870.00</u>

CONTRACTOR'S NAME:

The Grasso Companies

PROPOSAL

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Project Number: RD2025-1

Project Name: ROADWAY PAVING AND SIDEWALKS FOR FLAX HILL ROAD (FROM ARBOR DRIVE TO HIGHLAND AVENUE)

ITEM NUMBER	QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT BID
0219001	5,000	SEDIMENTATION CONTROL SYSTEM		
		Three Dollars and Thirty Five cents per LINEAR FEET	\$ 3.35	\$16,750.00
0219011A	11	SEDIMENTATION CONTROL AT CATCH BASIN		
		One Hundred Eighty Five Dollars per EACH	\$185.00	\$2,035.00
0304002	200	PROCESSED AGGREGATE BASE		
		Eight Two Dollars per CUBIC YARD	\$82.00	\$16,400.00
0406170A	70	HMA SUPERPAVE 1.0" (25.4) LEVEL 2		
		One Hundred and Ninety Five Dollars per TONS	\$195.00	\$13,650.00
0406171A	960	HMA SUPERPAVE 0.50" (12.5) LEVEL 2		
		One Hundred Forty Five Dollars per TONS	\$145.00	\$139,200.00
0406172A	960	HMA SUPERPAVE 0.375" (9.5) LEVEL 2		
		One Hundred and Fifty Dollars per TONS	\$150.00	\$144,000.00

CONTRACTOR'S NAME:

PROPOSAL

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Project Number: RD2025-1

Project Name: ROADWAY PAVING AND SIDEWALKS FOR FLAX HILL ROAD (FROM ARBOR DRIVE TO HIGHLAND AVENUE)

ITEM NUMBER	QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT BID
0406204A	1,000	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL) MIN BID - SEE SPECIAL NOTES <u>Thirty Seven Dollars</u> per SQUARE YARDS	<u>\$37.00</u>	<u>\$37,000.00</u>
0406236	840	MATERIAL FOR TACK COAT <u>Ten Dollars</u> per GALLONS	<u>\$10.00</u>	<u>\$8,400.00</u>
0406285A	8,329	FINE MILLING OF BIT. CONCRETE (0" - 4") <u>Seven Dollars and Twenty cents</u> per SQUARE YARDS	<u>\$7.20</u>	<u>\$59,904.00</u>
0506027A	225	PRECAST BLOCK SEGMENTAL RETAINING WALL <u>One Hundred Twenty Five Dollars</u> per SQUARE FEET	<u>\$125.00</u>	<u>\$28,125.00</u>
0506710A	30	CONCRETE AND STONE STAIRS <u>Two Hundred Sixty Five Dollars</u> per SQUARE FEET	<u>\$265.00</u>	<u>\$7,950.00</u>
0507007A	1	TYPE "C" CATCH BASIN TOP <u>Six Hundred Thirty Five Dollars</u> per EACH	<u>\$635.00</u>	<u>\$635.00</u>

CONTRACTOR'S NAME:

The Grasso Companies LLC

PROPOSAL

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Project Number: RD2025-1

Project Name: ROADWAY PAVING AND SIDEWALKS FOR FLAX HILL ROAD (FROM ARBOR DRIVE TO HIGHLAND AVENUE)

ITEM NUMBER	QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT BID
0586600A	11	RESET CATCH BASIN <u>One thousand Two hundred</u> <u>Forty Five Dollars</u> per EACH	<u>\$1,245.00</u>	<u>\$13,695.00</u>
0586650	51	RESET MANHOLE <u>Eight Hundred and</u> <u>Forty Dollars</u> per EACH	<u>\$840.00</u>	<u>\$42,840.00</u>
0811001A	4,473	CONCRETE CURBING <u>Fifty One Dollars</u> per LINEAR FEET	<u>\$51.00</u>	<u>\$228,123.00</u>
0812000A	126	EXTRUDED CONCRETE CURB <u>One Hundred and Two</u> <u>Dollars</u> per LINEAR FEET	<u>\$102.00</u>	<u>\$12,852.00</u>
0905003A	50	REBUILD STONE WALL <u>Sixty Five Dollars</u> per SQUARE FEET	<u>\$65.00</u>	<u>\$3,250.00</u>
0915001A	2	TREE PROTECTION <u>Four Hundred Twenty</u> <u>Five Dollars</u> per EACH	<u>\$425.00</u>	<u>\$850.00</u>

CONTRACTOR'S NAME:

The Grosso Companies LLC PROPOSAL

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Project Number: RD2025-1

Project Name: ROADWAY PAVING AND SIDEWALKS FOR FLAX HILL ROAD (FROM ARBOR DRIVE TO HIGHLAND AVENUE)

ITEM NUMBER	QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT BID
0915003	2	TREE ROOT PROTECTION		
		<u>Seven Hundred Sixty</u> <u>Dollars</u> per CUBIC YARD	<u>\$760.00</u>	<u>\$1,520.00</u>
0921001A	22,250	CONCRETE SIDEWALK		
		<u>Sixteen Dollars and</u> <u>Sixty Five Cents</u> per SQUARE FEET	<u>\$16.65</u>	<u>\$370,462.50</u>
0921005A	2,160	CONCRETE SIDEWALK RAMP		
		<u>Seventeen Dollars</u> per SQUARE FEET	<u>\$17.00</u>	<u>\$36,720.00</u>
0921011A	5,500	CONCRETE DRIVEWAY RAMP		
		<u>Seventeen Dollars</u> per SQUARE FEET	<u>\$17.00</u>	<u>\$93,500.00</u>
0921048A	270	DETECTABLE WARNING SURFACE		
		<u>Thirty Five Dollars</u> per SQUARE FEET	<u>\$35.00</u>	<u>\$9,450.00</u>
0922501A	140	BITUMINOUS CONCRETE DRIVEWAY		
		<u>Eight Three Dollars</u> <u>and Fifty Cents</u> per SQUARE YARDS	<u>\$83.50</u>	<u>\$11,690.00</u>

CONTRACTOR'S NAME:

The Grosso Companies

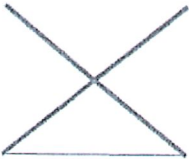
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Project Number: RD2025-1

Project Name: ROADWAY PAVING AND SIDEWALKS FOR FLAX HILL ROAD (FROM ARBOR DRIVE TO HIGHLAND AVENUE)

ITEM NUMBER	QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT BID
0939001	10	SWEEPING FOR DUST CONTROL		
		<u>Three Hundred</u> <u>Dollars</u> per HOURS	<u>\$ 300.00</u>	<u>\$ 3,000.00</u>
0942001	1	CALCIUM CHLORIDE FOR DUST CONTROL		
		<u>Two Thousand Three</u> <u>Hundred Dollars</u> per TONS	<u>\$ 2,300.00</u>	<u>\$ 2,300.00</u>
0943001	10	WATER FOR DUST CONTROL		
		<u>One Hundred and</u> <u>Twenty Dollars</u> per MILLION GALLONS	<u>\$ 120.00</u>	<u>\$ 1,200.00</u>
0944004A	203	FURNISHING AND PLACING TOPSOIL		
		<u>One Hundred and Fifty</u> <u>Five Dollars</u> per CUBIC YARD	<u>\$ 155.00</u>	<u>\$ 31,465.00</u>
0950004	1,220	TURF ESTABLISHMENT		
		<u>Three Dollars and</u> <u>Twenty Cents</u> per SQUARE YARDS	<u>\$ 3.20</u>	<u>\$ 3,904.00</u>
0970006A	1	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)		
		ONE HUNDRED SEVENTY-SIX THOUSAND DOLLARS & NO CENTS per ALLOWANCE		<u>\$176,000.00</u>

CONTRACTOR'S NAME:

The Grosso Companies

PROPOSAL

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Project Number: RD2025-1

Project Name: ROADWAY PAVING AND SIDEWALKS FOR FLAX HILL ROAD (FROM ARBOR DRIVE TO HIGHLAND AVENUE)

ITEM NUMBER	QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT BID
0970007A	960	TRAFFICPERSON (UNIFORMED FLAGGER) <u>Eighty Dollars</u> per HOURS	<u>\$80.00</u>	<u>\$76,800.00</u>
0971001A	1	MAINTENANCE AND PROTECTION OF TRAFFIC <u>Forty Two Thousand Dollars</u> per LUMP SUM	<u>\$42,000.00</u>	<u>\$42,000.00</u>
0975004A	1	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3% OF BID) <u>Fifty Thousand Dollars</u> per LUMP SUM	<u>\$50,000.00</u>	<u>\$50,000.00</u>
0980002A	1	PROJECT SURVEY AND STAKEOUT <u>Sixteen Thousand Dollars</u> per LUMP SUM	<u>\$16,000.00</u>	<u>\$16,000.00</u>
1002203	1	TRAFFIC CONTROL FOUNDATION PEDESTAL - TYPE 1 <u>One Thousand fifty Dollars</u> per EACH	<u>\$1,050.00</u>	<u>\$1,050.00</u>
1010902	2	REMOVE CONCRETE HANDHOLE <u>Three Hundred Dollars</u> per EACH	<u>\$300.00</u>	<u>\$600.00</u>

CONTRACTOR'S NAME:

The Gresso Companies

PROPOSAL

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Project Number: RD2025-1

Project Name: ROADWAY PAVING AND SIDEWALKS FOR FLAX HILL ROAD (FROM ARBOR DRIVE TO HIGHLAND AVENUE)

ITEM NUMBER	QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT BID
1118012A	1	REMOVAL AND/OR RELOCATION OF TRAFFIC SIGNAL EQUIPMENT <u>Eighteen Thousand Dollars</u> per LUMP SUM	<u>\$18,000.00</u>	<u>\$18,000.00</u>
1206023A	1	REMOVAL AND RELOCATION OF EXISTING SIGNS <u>Two thousand Four Hundred Dollars</u> per LUMP SUM	<u>\$2,400.00</u>	<u>\$2,400.00</u>
1208931	18	SIGN FACE-SHEET ALUMINUM (TYPE IX RETROREFLECTIVE SHEETING) <u>Ninety Three Dollars</u> per SQUARE FEET	<u>\$93.00</u>	<u>\$1,674.00</u>
1210101	2,045	4" WHITE EPOXY RESIN PAVEMENT MARKINGS <u>One Dollar.</u> per LINEAR FEET	<u>\$1.00</u>	<u>\$2,045.00</u>
1210102	4,359	4" YELLOW EPOXY RESIN PAVEMENT MARKINGS <u>One Dollar</u> per LINEAR FEET	<u>\$1.00</u>	<u>\$4,350.00</u>
1210105	3,211	EPOXY RESIN PAVEMENT MARKINGS - SYMBOLS AND LEGENDS <u>Four Dollars</u> per SQUARE FEET	<u>\$4.00</u>	<u>\$12,844.00</u>

CONTRACTOR'S NAME:

PROPOSAL

Page 8 of 9

13

Project Number: RD2025-1

Project Name: ROADWAY PAVING AND SIDEWALKS FOR FLAX HILL ROAD (FROM ARBOR DRIVE TO HIGHLAND AVENUE)

ITEM NUMBER	QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT BID
1210109	1,717	6" WHITE EPOXY RESIN PAVEMENT MARKINGS		
		<u>Two Dollars</u>	<u>\$2.00</u>	<u>\$3,434.00</u>
		per LINEAR FEET		
1302080A	16	RESET GATE BOXES		
		<u>Three Hundred Dollars</u>	<u>\$300.00</u>	<u>\$4,800.00</u>
		per EACH		

Total Amount: \$ 1,801,829.50

Total In Gross Sum Written In Words

NOTE:

Evaluation of Bids:

Contractors are hereby advised that the determination of the Successful Awarded Bidder will be based upon

- 1) The lowest responsible bidder for the sum of the Total Amount for the Project work.
- 2) The lowest responsible bidder's ability to ensure that the Project Work is completed by October 1, 2025 based upon the labor/personnel listed by the bidder in the Assigned Project Labor/Personnel Chart on Page 15, and demonstrating that the Project will be adequately staffed until Project completion (Completion of the Chart is mandatory – Not completing the Chart is grounds for rejection of the bid).
- 3) History of completing Projects on schedule.
- 4) The City's available funding.

Said determination by the City would be final on any and all bid evaluation criteria listed above.

If awarded the contract, the Contractor will be penalized on a daily basis in the form of Liquidated Damages if the City Project Inspector verifies that the Contractor is not in compliance with the Assigned Project Labor/Personnel Chart referenced above.

CONTRACTOR'S NAME:

The Grosso Companies

PROPOSAL

Page 9 of 14



Background and Experience of Key Personnel

1. Joseph Grasso Jr. – CEO
2. Emmanuel Monge – Chief Financial Officer
3. Ralph Vavala – Chief Operating Officer – 15 Years
4. William Robbie – Chief Commercial/Municipality Estimator – 41 Years
5. Robert Sciamatore – Project Superintendent
6. Antonio Miguel – Project Superintendent – 38 Years
7. Avelino Miguel – Paving Superintendent – 33 Years
8. Bruno Pinto – Excavating and Grading Foreman – 22 Years
9. Christopher Verissimo – Concrete Supervisor – 10 Years

Every proposal must be accompanied by a certified check or bank cashier's check or bid bond payable to the City of Norwalk in the amount of fifteen (15) percent of the bid.

Accompanying this proposal is a certified check or bank cashier's check or bid bond payable to the City of Norwalk in the amount of \$_____. In case this proposal shall be accepted by the City of Norwalk, and the undersigned shall fail to execute the contract, the monies represented by such certified check or bank cashier's check or bid bond shall be regarded as liquidated damages and shall be forfeited and become the property of the City of Norwalk. Said checks or bid bonds shall be returned to the unsuccessful bidders upon the Award of Contract.

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

All unit prices, lump sums, etc. listed in the bid proposal are firm and not subject to change for one hundred twenty (120) days from the day bids are opened.

Within ten (10) calendar days from the date of a notice of acceptance of this proposal, the undersigned agrees to execute the Contract and to furnish to the City a satisfactory "Faithful Performance Bond" and Labor and Material Bond" in the amount of 100% of the contract price.

All work to be performed under the Contract shall be completed within the time stated in the Agreement for the project or within such extended time for completion as may be granted by the Director.

As a condition of the contract award, the successful bidder shall provide proof, from the Connecticut Secretary of State's office, of its current authorization to do business in Connecticut. All Connecticut corporations must provide a Certificate of Good Standing from the Secretary of State's Office. All foreign (out of State) corporations shall provide a valid license to do business in Connecticut, in the form of a current Certificate of Authority from the Secretary of State's office and evidence of compliance with the bond requirements of the Connecticut Department of Revenue Services. These documents must be presented within thirty (30) days from the date of the bid opening.

Bidder acknowledges receipt of the Addenda listed below and further acknowledges that the provisions of each Addendum have been included in the preparation of this bid.

Addendum No.	Date Received	Addendum No.	Date Received
<u>1</u>	<u>2/28/2025</u>	<u>4</u>	<u>3/11/2025</u>
<u>2</u>	<u>3/7/2025</u>	<u> </u>	<u> </u>
<u>3</u>	<u>3/10/2025</u>	<u> </u>	<u> </u>

COMPANY NAME (BIDDER): The Grasso Companies, LLC
Address of Bidder: 57 Viaduct Rd
Stamford, CT 06907
Phone Number: Area Code (203) 838 0123

THE GRASSO COMPANIES, LLC
Schedule of Uncompleted Contracts
October 2024

Contract	Contract Price	Total		Revenue		Estimated		Estimated		Estimated		Percent Complete	Bonded Cost to Complete
		Estimated Costs	Estimated Profit	Earned To Date	Cost of Revenues	Gross Profit	To Date	Gross Profit	Billed To Date	Costs to Complete			
City of Bridgeport - Sewer Improvements	3,370,034	2,687,843	682,191	3,370,034	2,687,843	682,191	3,370,034	682,191	3,370,034	-	100%	-	22%
City of Stamford - Greenwich Avenue Corridor	3,391,908	2,829,530	562,378	3,391,908	2,829,530	562,378	3,391,908	562,378	2,394,782	(0)	100%	(0)	20%
City of Stamford - Mill River Greenway Phase II	1,886,599	1,542,569	344,030	1,744,888	1,426,700	318,188	1,744,888	318,188	1,526,923	115,869	92%	115,869	22%
Wolfsden - Greenwich Civic Center	2,313,077	2,014,557	298,520	2,164,216	1,884,908	279,308	2,164,216	279,308	2,297,327	129,649	94%	129,649	15%
Wholen Const. - Kindcare Senior Center - Phase 2 Naugatuck CT	582,951	513,799	69,152	444,288	391,598	52,690	444,288	52,690	443,499	122,201	76%	122,201	13%
Barton Const. - Norwalk Bus Transit	551,777	467,800	83,977	301,747	255,823	45,924	301,747	45,924	303,783	211,577	55%	211,577	18%
Barton Const. - Darton Train Station	2,303,822	1,544,746	759,076	903,716	605,955	297,761	903,716	297,761	680,333	938,791	39%	938,791	49%
City of Stamford - Lower Summer St Reconstruction	2,692,839	1,670,045	1,022,794	2,482,022	1,539,300	942,721	2,482,022	942,721	2,344,984	130,745	92%	130,745	61%
AP Const. - Oak Grove	1,370,417	846,010	524,407	1,307,286	807,037	500,249	1,307,286	500,249	1,067,137	38,973	93%	38,973	62%
AP Const. - Boys and Girls Club	1,504,949	964,260	540,689	716,492	2,317,579	729,635	716,492	729,635	3,227,504	1,180,201	66%	1,180,201	31%
City of Norwalk - PM2023-5 Paving	6,409,756	5,125,461	1,284,295	4,744,364	3,793,756	257,417	4,744,364	257,417	804,827	505,185	48%	505,185	56%
Delamar Hotel - Westport	1,503,094	1,053,005	450,089	1,111,065	778,366	332,699	1,111,065	332,699	4,465,071	1,331,705	74%	1,331,705	25%
City of Norwalk - West Ave Upgrade	3,010,737	2,158,840	851,897	3,010,737	2,158,840	851,897	3,010,737	851,897	1,276,761	274,639	74%	274,639	43%
Town of Darton - Concrete Curbs and Sidewalks	755,047	601,900	153,147	676,712	539,454	137,258	676,712	137,258	331,879	62,446	90%	62,446	39%
Turner - New Canaan Police Department	1,078,777	918,008	160,769	448,483	381,646	66,837	448,483	66,837	367,454	536,362	42%	536,362	25%
Secondino and Son - Wilton Police Department	1,317,777	1,010,474	307,303	300,927	230,751	70,176	300,927	70,176	457,911	779,723	23%	779,723	18%
City of Stamford - Childrens Learning Center	374,461	301,497	72,964	42,523	34,238	8,286	42,523	8,286	311,478	267,259	11%	267,259	30%
City of Stamford - Perna Lane	8,270,234	6,397,793	1,872,441	1,844,252	1,426,700	417,552	1,844,252	417,552	1,396,968	4,971,093	22%	4,971,093	24%
Aquarian - Monroe Water Main	866,920	684,444	182,476	649,769	513,001	136,768	649,769	136,768	549,422	171,443	75%	171,443	29%
O&G - Royal School Darton	2,632,733	1,255,554	1,377,179	836,001	398,690	437,311	836,001	437,311	812,556	856,864	32%	856,864	27%
City of Stamford - Utility Paving	5,816,737	4,088,871	1,727,866	2,262,152	1,590,178	671,974	2,262,152	671,974	2,396,877	2,498,693	39%	2,498,693	110%
TOTALS	\$ 66,543,221	\$ 38,525,127	\$ 8,425,316	\$ 18,111,233	\$ 15,786,819	\$ 3,131,451	\$ 17,237,085	\$ 15,123,818	\$ 17,237,085	\$ 15,123,818	41%	10,640,291	42%

Start Date	Complete Date	Project/Contract Description	Sub Or	Contract Amount	PROJECTCONTACT INFORMATION FULL	Owner's Email Address
2023	2024	City of Stamford - Greenwich Avenue Reconstruction - Road Reconstruction, New Storm and Sewer Installation, Granite Curbing and Sidewalk Install	P	\$3,423,529.00	Frank Petis - PE - City of Stamford 888 Washington BLVD Stamford, CT 06902 203-977-4124	FPetise@StamfordCT.gov
2023	2024	City of Stamford - Lower Summer Street Reconstruction - Road reconstruction, Sewer Replacement, Storm Drainage Replacement, Sidewalk Install	P	\$2,640,326.50	Luke Bittenwiser - Project Manager	
2023	2023	Hudson Meridain - 18 Dock St. - Deep Utility Upgrade and Connection	S	\$1,125,000.00	Sean McKay - Project Managver	Smckay@hudsonmeridian.com
2023	2023	Aquarion Water Company - Lower Summer Street Relocation - Relocated 24" high pressure water main	p	\$436,500.00	John Farrell - Aquarion Water Company	JFarrell@aquarionwater.com
2022	2025	Citywide Roadway Asphalt and Drainage Improvements - Deep Storm Replacement, Roadway Refinishing	P	\$5,296,000.00	Thomas Turk - City of Stamford 90 Magee Ave Stamford, CT 06902 203-667-5296	TTurk@StamfordCT.gov
2021	2023	City of Norwalk - PM2021 - Citywide Asphalt Replacment and Storm Drainage Installation	P	\$9,244,045.43	Drew Berndlmaier - PE - City of Norwalk 125 East Avenue Norwalk, CT	DBERNDLMAIER@norwalkct.org
2021	2023	Sewer/Drainage CSO - Bridgeport CT Upgrading the current drainag/sewer system to separate both utilities	P	\$3,875,191.12	Lauren Mappa - WPCA Bridgeport CT	Lauren.McBennettMappa@Bridgportct.gov
2021	2023	Pepper Street Reconstruction - Storm Drainage improvements, Road Reconstruction, Bridge Erections, Relocation of Utilities	P	\$5,210,447.00	Chris Nowacki - Town of Monroe	Cnowacki@monroect.org
2018	2019	Proposed Pavement management Program - City of Norwalk's yearly paving program which includes milling, reclaiming, drainage, concrete and landscaping.	P	\$ 3,469,173.62	Drew Berndlmaier - PE - City of Norwalk 125 East Avenue Norwalk, CT 06856 203-854-7879	DBERNDLMAIER@norwalkct.org
2017	2017	Ridgefield Streetscape Improvements Phase II - This work includes furnishing and installing concrete sidewalk and driveway, curbing, roadway repair, ornamental street lighting including conduit and power supply, plantings, pavement markings, restoration. This was also a state funded project with	P	\$ 399,627.50	Charles Fisher - PE Town of Ridgefield 400 Main Street Ridgefield, CT 06877 203-431-2752	cf.eng@ridgefieldct.org

2017	2018	Old Greenwich Storm Drain Improvements - Installation of new storm drain lines, box culvert, catch basins and manholes. The project also included landscaping and paving.	P	\$ 2,473,584.00	Jason Kaufman - PE Town of Greenwich 101 Field Point Road Greenwich, CT 06830 203-622-3839	Jason.Kaufman@greenwichct.org
2017	2019	Oaklawn Avenue Roadway Improvements -State funded project to realign Oaklawn Ave. Full depth road reconstruction, paving, milling, drainage and structure installation. The project included new concrete sidewalks and granite curbing on both sides of the road.	P	\$ 2,380,328.30	Frank Petis - PE - City of Stamford 888 Washington BLVD Stamford, CT 06902 203-977-4124	FPetis@StamfordCT.gov
2017	2018	Llone Park Improvements -Services shall include construction of a parking lot, including drainage, lighting, curbing and walks; and alternates to include construction of a basketball court, playground and drinking fountain.	P	\$ 1,398,729.25	Susan Kiskien - PE City of Stamford 888 Washington BLVD Stamford, CT 06902 203-977-6165	SKiskien@StamfordCT.gov
2017	2019	Atlantic Street @ Henry Street Intersection Improvements - Realigned the intersection. Work included traffic signals, full depth road reconstruction, utility work, drainage installation/repair, concrete sidewalks, granite curbing, paving and landscaping.	P	\$ 1,352,315.41	Ann Brown - PE City of Stamford 888 Washington BLVD, Stamford, CT 06902 203-977-4003	abrown2@stamfordct.gov
2016	2016	Road Improvement Program - Milling and paving of selected roads in Darien.	P	\$ 902,450.00	Darren Oustafine - Assistant DPW 2	doustafine@darienct.gov
2016	2019	Citywide Roadway Asphalt Surface Replacement Program -This project is Stamford's citywide pavement program which includes paving, milling, reclamation, pavement markings, drainage repairs/upgrades, concrete	P	\$ 19,500,015.00	Thomas Turk - City of Stamford 90 Magee Ave Stamford, CT 06902 203-667-5296	TTurk@StamfordCT.gov
2016	2016	Proposed sanitary Sewer Extension Contract NO.66 - upgraded the existing gravity sewer system with a forced sewer main. With the items mentioned above this project also included drainage structures and paving.	P	\$ 664,500.00	Bryan Thompson Town of Westport 110 Myrtle Ave Westport, CT 06880 203-341-1129	BTHOMPSON@westportct.gov

2016	2017	Oakland Avenue Interceptor Sewer - construct approximately 550 linear feet, horizontal measurement, of 24" ductile iron sanitary sewer, with 400 linear feet of the 24" ductile iron sanitary sewer in a 48" casing pipe jacked under Interstate 84 between Oakland Avenue and Oakland Avenue Extension in Danbury, Connecticut, and appurtenances	P	\$ 1,339,789.00	William Andres PE - Tata & Howard 37 Brookside Road Waterbury, CT 06708 203-802-6920	wandres@tataandhoward.com
2015	2017	Abbey Road Drainage Improvements - Upgraded existing drainage with junction chamber, manholes, box-culverts and catch basins that were 15 feet deep. The project also included landscaping, utility work and paving.	P	\$ 1,584,226.85	Darren Oustafine - Assistant DPW 2 Renshaw Road Darien, CT 06820 203-656-7485	doustafine@darienct.gov
2015	2017	Still River Greenway Phase 2 - continuing of a walking trail, installation of pedestrian bridge (165 feet long), retaining walls, drainage, landscaping, pile driving, grading and paving.	P	\$ 2,024,205.79	Joseph Lenahan - PE - Fuss & O'Neil 56 Quarry Road Trumbull, CT 06611 203-374-3748 EXT 3509	jlenahan@fando.com
2014	2014	2014 Paving in Place Danbury CT - Milling and Paving for selected roads in Danbury CT	P	\$ 990,000.00	Chick Volpe City of Danbury 155 Deer Hill Ave	c.volpe@danbury-ct.gov
2014	2015	Proposed Pavement management Program - City of Norwalk's yearly paving program which includes milling, reclaiming, drainage, concrete and landscaping.	P	\$3,806,112.00	Drew Berndlmaier - PE - City of Norwalk 125 East Avenue Norwalk, CT 06856 203-854-7879	DBERNDLMAIER@norwalkct.org
2014	2015	Scribner Ave and Edlie Ave/Prowitt Street and Deane Court/Belmont Place - installation of approximately 2500 linear feet of various diameter storm drainage lines and structures at	P	\$718,129.28	Drew Berndlmaier - PE - City of Norwalk 125 East Avenue Norwalk, CT 06856 203-854-7879	DBERNDLMAIER@norwalkct.org
2013	2013	2013 New Canaan Local Road #1 and #2 - Milling and paving of selected roads in the Town of New Canaan.	P	\$ 1,563,000.00	Tiger Mann - Director of Public Works 394 Main Street New Canaan, CT 06840 203-594-3056	Tiger.Mann@newcanaanct.gov
2013	2013	2013 Road Resurfacing Program Darlen CT - Milling and paving of selected roads in Darien.	P	\$ 576,905.00	Darren Oustafine - Assistant DPW 2	doustafine@darienct.gov
2013	2013	2013 Pavement Preservation And Repairs - Milling and Paving of local roads in Westport CT	P	\$ 1,123,300.00	Peter Ratkiewich - Town of Westport 110 Myrtle Ave Westport, CT 06880 203-	Pratkiewich@westportct.gov

ASSIGNED PROJECT LABOR/PERSONNEL CHART

NOTE:

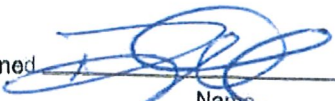
IT IS MANDATORY FOR ALL BIDDERS TO COMPLETE THE CHART BELOW. NOT COMPLETING THE CHART IS GROUNDS FOR REJECTION OF THE BID.

LABOR/PERSONNEL CLASSIFICATION	QUANTITY	HOURS PER WEEK PER EMPLOYEE	TOTAL HOURS
Foreman	1	40	40
Operators	1	40	40
Drivers	2	40	80
Laborers	4	40	160
Other (Specify) <i>Supervisor</i>	1	20	20
Other (Specify)			
Other (Specify)			
Other (Specify)			
Other (Specify)			
Other (Specify)			
Other (Specify)			
Other (Specify)			
Other (Specify)			
Other (Specify)			
Other (Specify)			
Other (Specify)			
Other (Specify)			
TOTAL MANHOURS PER WEEK			340

NOTE:

THE BIDDER SHALL DEMONSTRATE, BASED UPON THE LABOR/PERSONNEL LISTED ABOVE, THAT THEY CAN PROVIDE THE MANPOWER REQUIRED TO COMPLETE THE PROJECT BY OCTOBER 1, 2025. BY COMPLETING THE FORM AND SUBMITTING A BID, THE BIDDER AGREES TO PROVIDE THE MANPOWER LISTED IN THE CHART ABOVE AT A MINIMUM.

Signed


Name

3/19/2025

Date



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK
Wilber Giron, P.E.
Permit Engineer
Department of Engineering
125 East Avenue
Norwalk, CT 06856
Office: 203 -854 7801
wgiron@norwalkct.gov

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works

CC: James Meehan, P.E. – Principal Engineer

FROM: Wilber Giron, P.E. – Permit Engineer

RE: PM2024-2 Permanent Roadway Repairs and Surface Restoration – 1st Amendment Purchase Order Increase

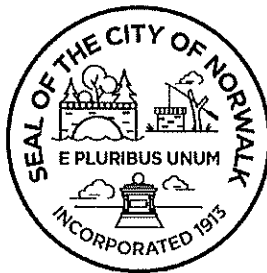
DATE: March 26, 2025

As part of the original contract, the Department of Public Works (DPW) has extended the PM2024-2 Permanent Roadway Repairs and Surface Restoration Agreement for an additional year. Upon further review, we have identified an opportunity to expand the project scope to address additional roadway restoration needs resulting from utility work. To support this effort, I request approval to modify the first amendment agreement, increasing the contract amount by an additional \$400,000.00.

Accordingly, I respectfully request that the following item be included on the agenda for the April 1, 2025, Public Works Committee meeting:

1. Authorize the Purchasing Agent to increase the Purchase Order for the First Amendment to the April 9, 2024, Agreement between the City of Norwalk and Burns Construction Company, Inc., for Project PM2024-2 – Permanent Roadway Repairs and Surface Restoration, by an amount not to exceed \$400,000.00.

Account No.: 03 00 00 2602



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 4/2/25

DEPARTMENT: Engineering

Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

☒	1	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
☐	2	After solicitation of several sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
☐	3	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
☐	4	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote, and the contract/agreement number)
☐	5	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency
☐	6	Other, please explain:

TOTAL COST: \$100,000 MUNIS Account: 0924 40 7100 5777 C0836

VENDOR: _____

Purchasing Agent Signature		The Purchasing Agent		Department Head Signature	
Sharon Connors	Digitally signed by Sharon Connors	☒	Supports	<i>James Meehan</i>	
	Purchasing Agent Name	☐	Does Not Support	Department Head Name	
	Date: 2025.04.03 09:43:58 -04'00'	☒	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	James Meehan	
				Date	4/2/25

JUSTIFICATION:

Langan P.C. has been previously retained by the city to perform a drainage assessment to evaluate a feasible solution for the watershed problem in the area. They have submitted their assessment and a recommended design proposal. It is practical for DPW to retain the services of Langan as they have already performed the study of the area and are most familiar with what would be required to resolve the watershed problem. This is the location of the new school.

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): _____

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



CITY OF NORWALK
James Meehan, P.E.
*Principal Engineer /
Department of Engineering*
125 East Avenue
Norwalk, CT 06851
Office: (203) 854-7731
www.norwalkct.gov
jmeehan@norwalkct.gov

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works

FROM: James Meehan, P.E. – Principal Engineer

RE: Drainage Engineering Services for the Intersection of Meadow Street and South Main Street - TECHNICAL CORRECTION

DATE: April 2, 2025

The sole source form was not included in the original approved resolution, therefore a technical correction is needed.

Technical Correction of the Common Council Action of December 10, 2024 Item VII. E.6 - Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Langan CT, Inc. to provide design development and construction administration services, for a sum not to exceed \$ 100,000.00 - **through sole source justification.**

Account No.
0924 40 7100 5777 C0836

A copy of the proposal and sole source justification is attached.

18 October 2024

Vanessa Valadares, P.E.
Chief of Public Works & Operations
Department of Public Works & Operations
City of Norwalk
125 East Ave.
Norwalk, CT 06851

**RE: Proposal for Professional Consulting Services
Design Development thru Construction Administration
Meadow and South Main Street Intersection
Norwalk, Connecticut
Langan Project No.: 140258351**

Dear Vanessa:

Langan is pleased to provide you with this proposal for professional consulting services for the proposed drainage improvements at the intersection of Meadow and South Main Street in Norwalk, Connecticut. We welcome the opportunity to continue to work with your office on this exciting project. Below is our understanding the project and our anticipated scope of work and fees.

PROJECT DESCRIPTION

Based on phone conversations with your office and the "Stormwater Management Analysis Report," prepared by Langan and dated 15 July 2024, we understand that the city would like to implement the recommendation of upsizing the pipes/structures within the Meadow and South Main Street intersections. As outlined in the report, upsizing these pipes/structures is anticipated to reduce the frequency of ponding in the intersection only for less intense storm events which do not occur during high tide or storm surge events.

This proposal will include a design development phase for documentation of the proposed improvements and both city and state permitting, construction documents, and construction administration. It is assumed that construction duration will be 6 months.

SCOPE OF SERVICES

We anticipate the following scope of our consulting services will be required for this project.

1. Surveying

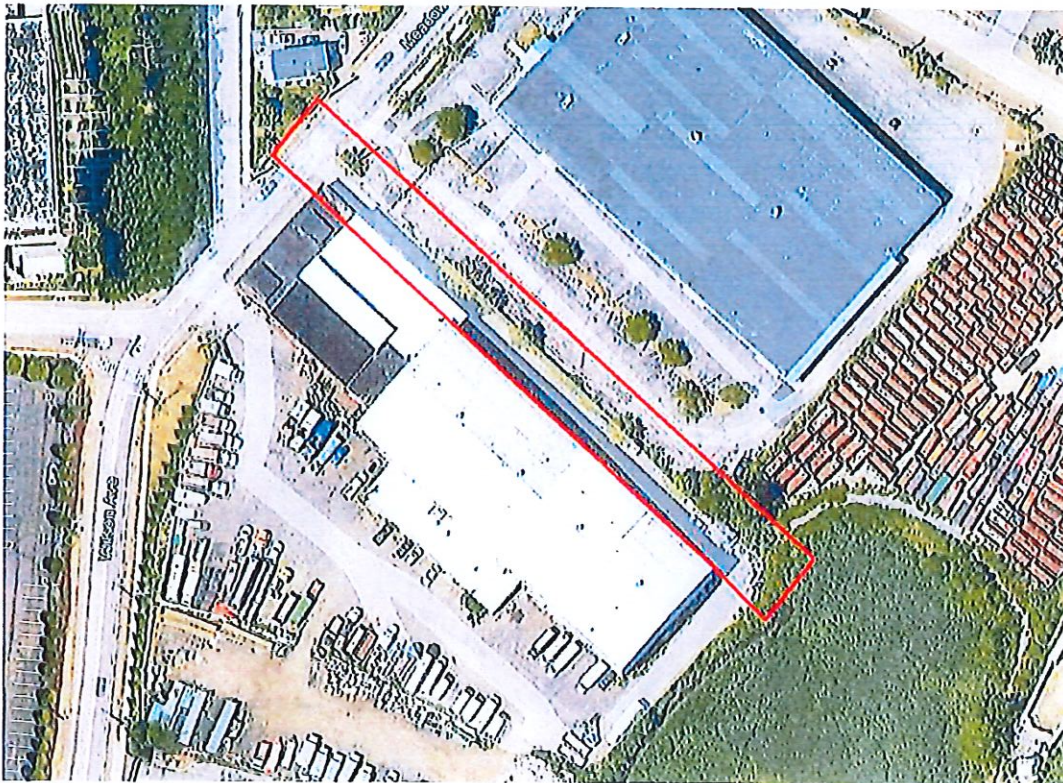
a. Partial Boundary and Topographic Survey

Partial Boundary Information - The boundary survey will include the location of property lines, easements and lease lines of record for the project parcel as determined through the analysis of deeds and maps of record, evidence located in the field, and other pertinent information including a current Title Report. The physical

locations of all above ground features will be shown in relationship to the property lines. All work will conform to Connecticut A-2 standards.

Topographic Information – Langan will prepare a computer-generated “on the ground” topographic survey of the project area. This will include one-foot contours and the location of accessible above ground physical features, including, but not limited to, buildings, parking areas, sidewalks, curbing, vegetation, and above ground utility structures. The survey limits will include the areas outlined in red below (approximately 0.6 acres). All survey data will be published in a horizontal datum of CT NAD 83, a vertical datum of NAVD 88, and will conform to Connecticut T-2 standards.

Utility Information - All accessible above ground utilities inside the project area including manholes, catch basins, inlets and/or valve locations will be shown. Storm and sanitary invert information, pipe sizes and materials will be field measured where accessible. Underground utilities (such as gas, water, and electric) will either be field measured (if there is existing mark out) or supplied through existing plans, if available. Please provide us with any record utility mapping you may have in your possession for the site.



Survey Figure

2. Site/Civil Engineering

a. Design Development

We will prepare a complete set of site work documents addressing layout, grading, drainage, and utilities for the proposed storm pipe upsizing within the Meadow St. and South Main St. intersection generally as outlined in the "Stormwater Management Analysis Report," prepared by Langan and dated 15 July 2024.

We anticipate preparing the following set of site engineering plans for this project that will be suitable for permitting with the city of Norwalk and state of Connecticut:

- Site development plan (including layout, grading, drainage, utilities, soil erosion & sediment control)
- Construction details

We will prepare a stormwater memorandum to address drainage within the project area for the proposed site improvements.

We assume that no new site lighting or new plantings, site retaining walls, or other off-site utility upgrades will be included in this project and have excluded them from our scope.

b. Construction Documents

Based on the final approved drawings and in accordance with the conditions of approval from the various required permits and any comments on the design development documents, we will further develop the design and prepare detailed drawings and technical specifications for the site components designed and detailed by Langan suitable for bidding, estimating and construction.

c. Bid Phase Assistance

We have assumed that the city or their CM will be handling the bidding process directly including the definition of any General Conditions, contractor insurance, liability limits, communication and payment protocols, etc. During this phase, we will attend 1 pre-bid walk-through with site work bidders and issue addendums to the bid documents if required. We will assist the city in selecting and awarding the contract.

d. Construction Administration

Upon your request, we would provide construction administration support including responses to Request for Information (RFIs), design bulletins based upon field conditions, meeting attendance, contractor submittal review, and final punch list creation. This task

includes up to 10 virtual meetings/site visits during construction. Regular attendance at virtual OAC calls throughout the duration of construction and full-time construction observation services are not included. Note that the extension of the construction schedule beyond 6 months may require additional fee for our continued construction administration services.

3. Traffic Engineering

a. CTDOT Permitting Coordination

Any proposed construction work within the CTDOT R.O.W. requires an encroachment permit from one of the CTDOT District Offices. As Wilson Avenue is a state road, Langan would prepare a submission to the district office for the pursuit of the encroachment permit and coordinate with the office for the issuance of that permit. Langan would assist in the preparation of encroachment permit documents and meet with CTDOT to coordinate construction. We recommend that design documents be submitted to CTDOT for preliminary review prior to contractor selection and as soon as possible to streamline the review process.

Submission to CTDOT would include a site plan, grading & drainage plan, soil and erosion control plan and stormwater drainage report. Note that the selected contractor would be ultimately responsible for pulling the encroachment permit, which would include any permit fees, bonds and insurance requirements. Langan will coordinate with CTDOT and the selected contractor to secure an approved construction plan set that the contractor can then pull the encroachment permit with.

b. Approval Process Revisions (Allowance)

Langan will review comments prepared by the CTDOT District office and respond with revised documents. We have included an allowance for up to two (2) rounds of comments. If additional rounds of comments are received, we would provide you with an updated scope and fee to cover the additional work.

4. Permitting

a. Tidal Wetland Investigation

Langan will subcontract and coordinate with a certified CT soil scientist to identify the limits of tidal wetlands located at the existing culvert outfall and headwall. They will prepare a report summarizing findings from their investigation.

b. Norwalk Coastal Site Plan Application

We will coordinate with the soil scientist to prepare the Coastal Site Plan Review application as required by the city of Norwalk Planning and Zoning Commission. This task includes the

completion of application forms with information provided by the design team and owner. Note that this task does not include any application fees or fees associated with abutter notifications or legal notice ads.

c. CTDEEP Certificate of Permission Application

We will subcontract and coordinate with the soil scientist to prepare the application and required materials for the CTDEEP Certificate of Permission application. This certificate is issued by CTDEEP Land & Water Resources Division (LWRD) for certain minor activities involving dredging, erection of structures, or fill in any tidal, coastal or navigable waters of the state in accordance with sections 22a-359 through 22a-363h of the Connecticut General Statutes (CGS). This task includes the completion of application forms with information provided by the design team and owner. Note that this task does not include any application fees or fees associated with abutter notifications or legal notice ads.

d. Army Corps (USACE Self-Verification Application

The proposed headwall improvements are anticipated to require a Self-Verification Notification From (SV) through the U.S. Army Corps of Engineers New England District (USACE). We will subcontract and coordinate with the soil scientist to prepare and submit this application package.

e. CTDEEP NDDDB and Fisheries Review

We will coordinate with the soil scientist to prepare a review request submission with the CTDEEP Natural Diversity Database (NDDDB) as required with the CTDEEP Certificate of Permission application.

f. Meetings and Coordination

In accordance with the applications listed above, Langan and their soil scientist will attend pre-application and presentation meetings as required. This task includes:

- 1 pre-application and up to 2 virtual Planning and Zoning Commission meetings with the city of Norwalk associated with the Coastal Site Plan application.
- 1 meeting with applicable CTDEEP and USACE staff as required for submission of the Certificate of Permission application.

g. Approval Process Revisions (Allowance)

As a part of the municipal zoning application, we will respond to review agency comments and revise and resubmit the design materials as appropriate. As the extent of revisions based

upon comments from others is unknown at this time, we have provided an allowance within this proposal for up to 2 rounds of responses and plan revisions. Langan will notify your office in writing if extensive revisions will require an increase to this allowance.

SCHEDULE OF FEES

1. Survey
 - a. Partial Boundary & Topographic Survey \$ 5,000
2. Site/Civil Engineering
 - a. Design Development \$12,500
 - b. Construction Documents \$10,000
 - c. Bid Phase Assistance \$ 5,000
 - d. Construction Administration \$15,000
3. Traffic Engineering
 - a. Encroachment Permitting & Coordination \$ 5,000
 - b. Approval Process Revisions (Allowance) \$ 5,000
4. Permitting
 - a. Tidal Wetland Investigation \$ 5,000
 - b. Norwalk Coastal Site Plan Application \$ 9,000
 - c. CTDEEP Certificate of Permission Application \$ 4,800
 - d. USACE Self-Verification Application \$ 4,800
 - e. CTDEEP NDDB & Fisheries Review \$ 3,800
 - f. Meetings & Coordination \$ 7,000
 - g. Approval Process Revisions (Allowance) \$ 5,000

Reimbursable expenses will be itemized separately. They include, but are not limited to, mileage, town mapping fees, reproduction, and express mailings. We suggest a budget allowance of \$1,500 for our reimbursable expenses.

The above fees are estimated based on our knowledge of the work effort anticipated. Allowances are provided for tasks with a scope that cannot be accurately determined at this time. Langan will notify your office in writing of additional services if it is necessary to exceed these allowances.

CONDITIONS, ASSUMPTIONS AND EXCLUSIONS

We will bill you monthly, based upon the work completed to date, and invoices are payable within 30 days.

This proposal specifically excludes: setting markers at property corners, new easement mapping, ALTA survey, private utility mark out; geotechnical engineering; environmental engineering; hazardous materials surveys; permit application fees; state and federal permitting and funding coordination; additional off-site survey; sanitary pump design; flood studies; wetland delineation and mitigation design; structural and MEP engineering services; preparation of construction cost estimates and opinions of costs; design of retaining walls, foundation drainage, dewatering and underpinning; construction observation services. We can provide all these services at an additional fee upon your request. We understand we will be granted full access to the site and that our work can be conducted within normal work hours. Any additional meetings requested by your office beyond those accounted for in the above scope will be an additional service.

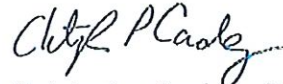
CLOSURE

Should this proposal meet your approval, we can begin work immediately. Please sign the authorization below and return the original to our office. We appreciate the opportunity to work with your office again. Should you have any questions or comments regarding this proposal, please do not hesitate to contact us.

Sincerely,
Langan CT, Inc.



Brian Phillips, P.E.
Senior Project Manager



Christopher Cardany, P.E., LEED AP
Principal/Vice President

AUTHORIZATION

Receipt of this Proposal, including the General Terms and Conditions Supplemental Terms and Conditions annexed hereto, is hereby acknowledged and all of the terms and conditions contained therein are accepted.

Company: _____ ("Client")

By/Title: _____
(Authorized representative)

Signature: _____

Date: _____

Langan CT, Inc. will be the contracting entity for this proposed work. All of the work will be performed by Langan Engineering and Environmental Services, LLC, which will contract to Langan CT, Inc.

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GENERAL TERMS AND CONDITIONS

These Terms and Conditions shall apply to services provided by Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.; or Langan Engineering and Environmental Services, LLC; or Langan CA, Inc.; or Langan CT, Inc.; or Langan MA, Inc.; or Langan MI, Inc.; or Langan NC, Inc.; or Langan International, LLC; or Langan International UK, LTD.; or Langan Panama, S. DE R.L.; or such other Langan entity specifically identified in the Proposal (each individually, a "LANGAN ENTITY"); and together with the proposal to which these Terms and Conditions are attached (hereinafter, the "Proposal"), shall constitute the "Agreement." For purposes of this Agreement, the LANGAN ENTITY identified in the Proposal shall be referred to as "LANGAN" and the entity signing the Proposal shall be referred to as "CLIENT."

A. SCOPE OF SERVICES AND ADDITIONAL SERVICES

LANGAN will provide those services specifically identified in the Proposal (hereinafter, the "Services"). All Services, regardless of the commencement date, will be covered by these Terms and Conditions. All services not specifically identified in the Proposal are excluded; provided, however, that if requested by the CLIENT and agreed to by LANGAN in writing, LANGAN will perform such additional services ("Additional Services") subject to these Terms and Conditions. Unless otherwise agreed in writing, the CLIENT shall pay LANGAN for the performance of any Additional Services on a time-and-materials basis based upon LANGAN's then-current hourly rates. For avoidance of doubt, email will constitute written notice.

B. STANDARD OF CARE

LANGAN's services will be performed in accordance with this Agreement and in a manner consistent with the generally accepted standard of care and skill ordinarily exercised by professionals performing similar services under similar circumstances at the place and time the services are being performed (the "Standard of Care"). LANGAN will exercise reasonable professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The CLIENT agrees that no other representation, warranty or guarantee, expressed or implied, is provided by LANGAN or is presumed given by LANGAN under this Agreement or in any report, opinion, or any other document prepared by LANGAN or otherwise.

C. CLIENT RESPONSIBILITIES

In addition to other responsibilities described herein, the CLIENT shall: (i) provide all information and criteria as to the CLIENT's requirements, objectives, and expectations for the project, including all numerical criteria that are to be met and all standards of development, design, or construction and all other information reasonably necessary for completion of the Services, prior to the commencement of the Services; (ii) provide prompt, complete disclosure of known or potential hazardous conditions or health and safety risks; (iii) provide to LANGAN all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in LANGAN's opinion for completion of the Services; (iv) review all documents or oral reports presented by LANGAN and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services; (v) furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of LANGAN's Services; (vi) give prompt written notice to LANGAN whenever the CLIENT becomes aware of any development that affects the scope and timing of LANGAN's Services or any defect or noncompliance in any aspect of the project; (vii) give immediate written notice to LANGAN whenever CLIENT becomes aware of a cyber-event impacting CLIENT's or LANGAN's data or computer systems, including but not limited to theft, dissemination or use of confidential or personally identifiable information, or breach of network security (including unauthorized access to, use of or tampering with computer systems or data, or introduction of any virus or malware); and (viii) bear all costs incident to the responsibilities of the CLIENT. LANGAN will have the right to reasonable reliance upon the accuracy and completeness of all information furnished by the CLIENT.

CLIENT acknowledges that LANGAN has expended substantial time and expense in recruiting and training its employees and that the loss of such employees would cause significant financial harm to LANGAN. CLIENT therefore agrees that during the term of this Agreement and for one (1) year following completion of the Services, not to, directly or indirectly, attempt to or actually solicit, recruit or hire, any LANGAN employee involved with the Services. In the event this provision is violated, CLIENT will, on demand, pay LANGAN damages in an amount equal to the current yearly salary of the employee. CLIENT agrees that: (i) damages for a violation of this provision are difficult to ascertain; and (ii) the amount set forth herein bears a reasonable relationship to the actual damages LANGAN would incur and does not constitute a penalty. This provision will not apply to offers of employment resulting from general solicitations in the public domain.

D. INVOICING AND SERVICE CHARGES

LANGAN will submit monthly invoices to the CLIENT and a final bill upon completion of Services. The CLIENT shall notify LANGAN within two weeks of receipt of invoice of any dispute with the invoice. The CLIENT and LANGAN will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by the CLIENT and is past-due thirty (30) days from the date of the invoice. Any unpaid balances shall accrue late charges of 1.5% per month, or the highest rate allowed by law, whichever is lower, and the CLIENT agrees to pay all fees and expenses incurred by LANGAN in any collection action.

The CLIENT shall notify LANGAN prior to executing this Agreement if federal, state, or local prevailing wage requirements apply. If prevailing wages apply, and LANGAN was not notified by CLIENT, CLIENT agrees to pay LANGAN the prevailing wage for new invoiced amounts, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. CLIENT also agrees to defend, indemnify, and hold harmless LANGAN from any alleged violations for failing to pay prevailing wages, including the payment of any fines or penalties.

E. RIGHT OF ENTRY

The CLIENT shall provide for safe right of entry in order for LANGAN to perform its Services, including execution of any site access or license agreements required for completion of the Services. LANGAN will not be required to execute any site access or license agreement(s). While LANGAN will take all reasonable precautions to minimize any damage to the property, the CLIENT acknowledges and agrees that in the normal course of work some damage may occur, the correction of which is not part of this Agreement unless specifically provided in the proposal.

F. JOBSITE SAFETY AND CONTROL OF WORK

LANGAN will take reasonable precautions to safeguard its own employees and those for whom LANGAN is legally responsible. Unless expressly agreed to in writing by LANGAN under separate contract, LANGAN will have no responsibility for the safety program at the Project or the safety of any entity or person other than LANGAN and its employees. Neither the professional activities of LANGAN nor the presence of LANGAN's employees and subcontractors at the Project site will be construed to confer upon LANGAN any responsibility for any activities on site performed by personnel other than LANGAN's employees and subcontractors. The CLIENT agrees that LANGAN will have no power, authority, right or obligation to supervise, direct, stop the work of or control the activities of any other contractors or subcontractors or construction manager, their agents, servants or employees.

G. EXISTING CONDITIONS AND SUBSURFACE RISKS

Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical, and hydrogeologic conditions that LANGAN interprets to exist between sampling points will differ from those that actually exist. The CLIENT recognizes that actual conditions will vary from those encountered at the locations where borings, sampling, surveys, observations or explorations are made by LANGAN or its subcontractors and that the data, interpretation, and recommendations of LANGAN are based solely on the information available to it. Furthermore, the CLIENT recognizes that passage of time, natural occurrences, and/or direct or indirect human intervention at or near the site may substantially alter discovered conditions. LANGAN shall not be responsible for interpretations by others of the information it develops or provides to the CLIENT.

LANGAN will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the performance of its services. The CLIENT agrees to defend, indemnify, and hold LANGAN harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to LANGAN's attention or are not correctly shown on the plans furnished by CLIENT or third parties.

H. HAZARDOUS MATERIALS

Unless otherwise expressly agreed to in writing, the parties acknowledge that LANGAN'S scope of services does not include any services related to a hazardous environmental condition (such as asbestos, PCBs, petroleum, mold, waste, radioactive materials or any other hazardous substance). The discovery of any such condition shall be considered a changed condition and LANGAN may suspend its services until the CLIENT has resolved the condition.

I. INDEMNIFICATION

Subject to the provisions of Section J of these General Terms and Conditions, LANGAN agrees to indemnify and hold harmless the CLIENT and CLIENT's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all damage obligations, liabilities, judgments, and losses for personal injury and/or property damage including reasonable attorney's fees and other expenses and disbursements, asserted by any third parties to the extent determined to have been caused by the negligent acts, errors or omissions or willful misconduct of LANGAN in the performance of its services under this Agreement. LANGAN will not be responsible for any loss, damage, or liability arising from any acts by the CLIENT or any of its agents, employees, staff, or other consultants, subconsultants, contractors or subcontractors. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

To the fullest extent permitted by law, the CLIENT agrees to indemnify, defend and hold harmless LANGAN and LANGAN's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and all other expenses and disbursements, to which LANGAN may be subject, arising from or relating to (i) any unknown site condition or subterranean structures of which LANGAN does not have actual knowledge; (ii) any errors, omissions or inconsistencies in any data documents, records or information provided by the CLIENT on which LANGAN reasonably relied; (iii) any breach of contract, tort, error, omission, wrong, fault, or failure to comply with law by the CLIENT or third party over whom LANGAN has no control; (iv) the transport, treatment, removal or disposal of all Samples; and (v) the CLIENT's unauthorized use or copyright violation of plans, reports, documents and related materials prepared by LANGAN.

In connection with any construction project, CLIENT agrees to insert the following wording into any General Contract, Construction Management Agreement, or foundation contractor's contract: "To the extent permitted by law, and to the extent not proven to be caused in whole or in part by an indemnitee's own negligence, the contractor and its subcontractors of any tier shall indemnify, defend, save and hold harmless the CLIENT and LANGAN from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever (including reasonable attorneys' fees and litigation costs) which arise out of or are connected with or are claimed to arise out of or claimed to be connected with the design (to the extent the design is based on calculations, plans and drawings by contractor or anyone acting by, through or under contractor for which contractor is responsible) and performance of work by the contractor, or any act or omission of the contractor. Without limiting the generality of the foregoing, such defense and indemnity shall include all liability, damages, loss, claims, demands and actions on account of personal injury, death, property damage or any other economic loss to any indemnitee, any of indemnitees' employees, agents, contractors or subcontractors, licensees or invitees, or sustained by any other persons or entities, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, workers' compensation), contractual, tort or other liability of any indemnitee, contractor, subcontractor or any other persons."

In connection with any damages, loss, suit, claim or proceeding arising from or otherwise related to the execution of excavation, support of excavation, foundations, or underpinning activities, CLIENT agrees to use all reasonable efforts to seek defense and indemnification from the Contractor and Subcontractor responsible for the work, and, to the extent the CLIENT is entitled to be or is otherwise indemnified by contractors/subcontractors, CLIENT shall not seek indemnification from LANGAN.

Payment by CLIENT in accordance with Section D of this Agreement is a condition precedent to LANGAN's indemnification obligations.

In the event any part of this indemnification is determined to be void as a matter of law, then the clause shall automatically be reformed to be consistent with the law and apply the parties' intent to the maximum extent permissible by law.

J. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of LANGAN and its officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT, and to any third parties granted reliance by LANGAN per Section O, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed an aggregate amount equal to the total compensation received by LANGAN or \$100,000, whichever is greater. The CLIENT may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by LANGAN.

To the extent damages are covered by property insurance, LANGAN and the CLIENT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. LANGAN and the CLIENT, as appropriate, shall require of the contractors, subcontractors, consultants, subconsultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

K. WAIVER OF CONSEQUENTIAL DAMAGES

LANGAN and the CLIENT waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the services provided by LANGAN regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory. This mutual waiver shall survive termination or completion of this Agreement.

L. INSURANCE

LANGAN agrees to maintain workers' compensation insurance as required by law and general liability, automobile and professional liability insurance with limits of \$1,000,000. Certificates of insurance will be issued to the CLIENT upon written request.

The CLIENT agrees that it will require the construction manager, general contractor and, the contractor(s) responsible for performing the work reflected by or relating to LANGAN's services on the Project, to name LANGAN as an additional insured on its Commercial General Liability and Excess/Umbrella insurance policies inclusive of operations, completed operations, and products liability coverage provisions. Such additional insured coverage shall be provided by endorsement CG 20 32 04 13 (for ongoing operations) and endorsement CG 20 37 04 13 (for completed operations).

To the fullest extent permitted by law, CLIENT hereby waives all rights of recovery under subrogation against LANGAN and its consultants.

M. FORCE MAJEURE

LANGAN will not be responsible or liable for any delays in performance, failure of performance or additional costs incurred by CLIENT related to any force majeure event, including but not limited to fire, flood, explosion, the elements, or other catastrophe, unforeseen existing or subsurface conditions, acts of God, war, riot, civil

disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain materials or services, recognized health threats as determined by the World Health Organization, the Center for Disease Control, or local governments or health agencies (including but not limited to health threats of COVID-19, H1N1, or similar infectious diseases), or delays caused by the CLIENT, its agents, contractors, subcontractors, consultants, subconsultants or employees, or any governmental regulation or agency, or for any other cause beyond the reasonable control of LANGAN.

N. OPINION OF COST

Consistent with the Standard of Care in Section B of these General Terms and Conditions, any opinions rendered by LANGAN as to costs, including, but not limited to, opinions as to the costs of construction, remediation and materials, shall be made on the basis of its experience and shall represent its judgment as an experienced and qualified professional familiar with the industry. LANGAN cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. LANGAN's services required to bring costs within any limitation established by the CLIENT will be paid for as Additional Services.

O. PROJECT DELIVERABLES

All reports, opinions, notes, drawings, specifications, data, calculations, and other documents prepared by LANGAN and all electronic media prepared by LANGAN are considered its project Deliverables to which LANGAN retains all rights. The CLIENT acknowledges that electronic media are susceptible to unauthorized modification, deterioration, and incompatibility; and therefore, the CLIENT cannot rely upon the electronic media version of LANGAN's Deliverables. All Deliverables provided by LANGAN to the CLIENT as part of the Services are provided for the sole and exclusive use of the CLIENT with respect to the Project. Reliance upon or reuse of the Deliverables by third parties without LANGAN's prior written authorization is strictly prohibited; provided, however, that LANGAN, in its sole discretion, may agree to grant reliance to a single relying party subject to (i) the payment by CLIENT of a reliance fee equal to 10 percent (10%) of the amount paid by CLIENT for the Deliverables upon which reliance is to be granted, and (ii) acceptance by the relying party of Langan's standard reliance letter (a copy of which will be provided to CLIENT and relying party upon request).

If the CLIENT distributes, reuses, or modifies LANGAN's Deliverables without the prior written authorization of LANGAN, or uses LANGAN's Deliverables to complete the project without LANGAN'S participation, the CLIENT agrees, to the fullest extent permitted by law, to release LANGAN, its officers, directors, employees and subconsultants from all claims and causes of action arising from such distribution, modification or use, and shall indemnify and hold LANGAN harmless from all costs and expenses, including the cost of defense, related to claims and causes of action arising therefrom or related thereto.

LANGAN will not sign any documents that certify the existence of conditions whose existence LANGAN cannot ascertain, or execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement. In the event LANGAN is required to execute any certifications, it is understood and agreed that: (i) the words "certify" or "certification" shall mean an expression of LANGAN's professional opinion based upon available information and consistent with the Standard of Care; and (ii) such certification does not constitute a warranty or guarantee by LANGAN.

P. CONFLICTS OF INTEREST

LANGAN provides engineering and other services on behalf of many companies and individuals; thus, during the time LANGAN is providing services to CLIENT it may also provide engineering and other services, unrelated to the services LANGAN is providing to CLIENT, to other present or future clients of LANGAN with interests adverse to CLIENT'S interests. CLIENT agrees that LANGAN'S services to CLIENT will not disqualify LANGAN from providing services to other clients in matters that are unrelated to the services LANGAN is providing to CLIENT, and CLIENT hereby waives any conflict of interest with respect to those services. LANGAN agrees not to use or disclose any proprietary or other confidential information of a nonpublic nature concerning CLIENT, which is acquired by LANGAN as a result of its service to CLIENT, in connection with any other matter, unless required to do so by law.

Q. TERMINATION AND SUSPENSION

Except as otherwise provided in this Agreement, this Agreement may be terminated by either party upon not less than seven (7) calendar days' written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the seven (7) calendar day notice period or fails to commence action to cure its default if the cure cannot reasonably be completed within the seven (7) days, the non-defaulting party may terminate the Agreement.

Failure of the CLIENT to make payments to LANGAN in accordance with this Agreement shall be considered substantial non-performance and grounds for termination or suspension of services at LANGAN's option after such seven (7) day notice period or anytime thereafter. In the event of suspension for non-payment, LANGAN shall have the right to: (i) withhold its project Deliverables; and (ii) demand advanced payment for future services. Furthermore, LANGAN will be compensated for all services performed and reimbursable expenses incurred prior to such termination and all termination expenses.

In the event of a suspension of services or termination of the Agreement by LANGAN in accordance with this Section Q, LANGAN will have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. CLIENT shall not withhold amounts from LANGAN'S compensation to impose a penalty or damages on LANGAN, or to offset sums requested by or paid to contractors for the cost of changes in their work unless LANGAN agrees or has been found liable for the amounts.

R. DISPOSAL OF SAMPLES

All samples, contaminated or otherwise ("Samples"), collected by LANGAN while performing services under this agreement remain the property and responsibility of the CLIENT. LANGAN may dispose of Samples in its possession after ninety (90) calendar days from the date the samples are taken unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. At all times, any and all rights, title and responsibility for Samples shall remain with the CLIENT. Under no circumstances shall these rights, title and responsibility be transferred to LANGAN, and nothing contained in this Agreement shall be construed as requiring LANGAN to assume the status of an owner, operator, generator, storer, transporter or person who arranges for disposal, under any federal or state law or regulation. CLIENT shall reimburse LANGAN for the actual cost of disposal plus 15%.

S. RIGHT TO REFERENCE PROJECT

The CLIENT agrees that LANGAN has the authority to use its name as the CLIENT and a general description of the Project as a reference for other prospective clients.

T. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Neither party may assign or transfer this Agreement without the prior written consent of the other party, provided, however, that LANGAN can assign this Agreement, without consent, to a subsidiary or affiliate of LANGAN. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any person or entity not a party to this Agreement, as a third-party beneficiary or otherwise under any theory of law.

If LANGAN is requested to execute a consent to assignment of this Agreement to a lender or other entity providing financing for the Project, LANGAN, in its sole but reasonable discretion, may agree to execute any such document provided it does not materially alter LANGAN's risk exposure or obligations under this Agreement, and provided the assignee agrees to: (i) pay any amounts due and owing at the time of assignment; (ii) pay any amounts to become due subsequent to such assignment; and (iii) be bound by the terms and conditions of this Agreement.

U. DISPUTE RESOLUTION

LANGAN and the CLIENT agree that any disputes arising under this Agreement and the performance thereof shall be subject to non-binding mediation as a prerequisite to further legal proceedings, which proceeding must be brought in a court of competent jurisdiction in the state in which the office of LANGAN that issued the Proposal is located. LANGAN and CLIENT waive any right to a trial by jury.

All actions by CLIENT against LANGAN, and by LANGAN against CLIENT whether for breach of contract, tort or otherwise, shall be brought within the period specified by applicable law, but in no event more than five (5) years following substantial completion of LANGAN'S services. CLIENT and LANGAN unconditionally and irrevocably waive all claims and causes of action not commenced in accordance with this paragraph.

If the CLIENT asserts a claim against LANGAN relating to allegations of professional negligence in performance of LANGAN'S services under this Agreement, LANGAN will be entitled to reimbursement of any costs incurred by LANGAN in the defense of the professional negligence claim, including any expenses incurred as part of LANGAN'S professional liability insurance deductible, to the extent LANGAN is successful in its negligence defense.

V. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state in which the office of LANGAN that issued the Proposal is located.

W. ENTIRE AGREEMENT

Unless a separate agreement is executed by the parties, upon receipt of direction to proceed from CLIENT and commencement of the SERVICES by LANGAN, and regardless of whether CLIENT signs the Proposal, these General Terms and Conditions will govern LANGAN's performance of the Services.

This Agreement (consisting of these General Terms and Conditions, the accompanying Proposal and LANGAN's Fee Schedule, if applicable) constitutes the entire agreement between the parties, supersede any and all prior agreements or representations of the parties to this agreement and conflicting terms on documents created by the CLIENT, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto.

Supplemental Terms and Conditions

SUBCONTRACTED CHARGES

All subcontracted work including laboratory analyses, borings, test pits, report reproduction, outside computer services, surveying, etc., will be billed at cost plus 15%.

OTHER EXPENSES

All expenses incurred for special supplies, plan reproduction, long distance communications, travel and subsistence and other project related expenses will be billed at cost plus 10%. Car mileage is billed at \$.55 per mile. Sampling vans are billed at daily rates plus mileage.

TERMS

Invoices are payable within 30 days. Service charge of 1.0%/mo. will be imposed on all bills not paid w/in 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.

5. Contract with Dayton Construction Company, Inc. for City Purchasing Department Project 4402 - Project BR2024-2 - State Project 102-355 Replacement of The West Cedar Street #2 Bridge Over The Five Mile River - Bridge Number 04152

- a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Dayton Construction Company, Inc. for City Purchasing Department Project 4402 - Project BR2024-2 - State Project 102-355 Replacement of The West Cedar Street #2 Bridge Over The Five Mile River - Bridge Number 04152, for a sum not to exceed \$4,463,188.00.

Account No. 09 20 4021 5777 C0642

09 21 4021 5777 C0642

09 22 4021 5777 C0642

09 23 4021 5777 C0642

09 24 4021 5777 C0642

09 20 4021 5799 C0642

AUTHORIZED

- b. Authorize the Chief of Operations and Public Works, to execute orders on the Contract with Dayton Construction Company, Inc. for City Purchasing Department Project 4402 - Project BR2024-2 - State Project 102-355 Replacement of The West Cedar Street #2 Bridge Over The Five Mile River - Bridge Number 04152, for a sum not to exceed \$446,318.80.

Account No. 09 20 4021 5777 C0642

09 21 4021 5777 C0642

09 22 4021 5777 C0642

09 23 4021 5777 C0642

09 24 4021 5777 C0642

09 20 4021 5799 C0642

AUTHORIZED

6. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Langan CT, Inc. to provide design development and construction administration services, for a sum not to exceed \$100,000.00.

Account No. 09 24 7100 5777 C0836

AUTHORIZED

7. Authorize the Mayor, Harry W. Rilling, to execute the First Amendment to the Agreement between the City of Norwalk and Alfred Benesch & Company dated December 10, 2019, to provide Professional Services for the replacement design of the West Cedar Street Bridge over the Five Mile River in Norwalk, CTDOT Project No. 102-366, for a sum not to exceed \$458,700.00.

Account No. 09 20 4021 5777 C0642

09 21 4021 5777 C0642

09 22 4021 5777 C0642

09 23 4021 5777 C0642

09 24 4021 5777 C0642

09 20 4021 5799 C0642

AUTHORIZED

8. Authorize the Mayor, Harry W. Rilling, to enter into a Maintenance Agreement

WEEK OF: (Friday Thursday)	HIGHWAY ISSUES (Downed trees, road safety, signs)	TRAFFIC SIGNAL ISSUES
September 6, 2024	Robert Vesciglio	Amy Verrier
September 13, 2024	Jose Lopez	Amy Verrier
September 20, 2024	Jose Ortiz	Don Halberg
September 27, 2024	Robert Vesciglio	Amy Verrier
October 4, 2024	Jose Lopez	Amy Verrier
October 11, 2024	Jose Ortiz	Don Halberg
October 18, 2024	Robert Vesciglio	Amy Verrier
October 25, 2024	Jose Lopez	Amy Verrier
November 1, 2024	Jose Ortiz	Don Halberg
November 8, 2024	Robert Vesciglio	Amy Verrier
November 15, 2024	Jose Lopez	Amy Verrier
November 22, 2024	Jose Ortiz	Don Halberg
November 29, 2024	Robert Vesciglio	Amy Verrier
December 6, 2024	Jose Lopez	Amy Verrier
December 13, 2024	Jose Ortiz	Don Halberg
December 20, 2024	Robert Vesciglio	Amy Verrier
December 27, 2024	Jose Lopez	Amy Verrier
January 3, 2025	Jose Ortiz	Adrian Espinosa
January 10, 2025	Robert Vesciglio	Don Halberg
January 17, 2025	Jose Lopez	Amy Verrier
January 24, 2025	Jose Ortiz	Adrian Espinosa
January 31, 2025	Robert Vesciglio	Don Halberg
February 7, 2025	Jose Lopez	Amy Verrier
February 14, 2025	Jose Ortiz	Adrian Espinosa
February 21, 2025	Robert Vesciglio	Don Halberg
February 28, 2025	Jose Lopez	Amy Verrier
March 7, 2025	Jose Ortiz	Adrian Espinosa
March 14, 2025	Robert Vesciglio	Don Halberg
March 21, 2025	Jose Lopez	Amy Verrier
March 28, 2025	Jose Ortiz	Adrian Espinosa
April 4, 2025	Robert Vesciglio	Don Halberg
April 11, 2025	Jose Lopez	Amy Verrier
April 18, 2025	Jose Ortiz	Adrian Espinosa
April 25, 2025	Robert Vesciglio	Don Halberg
May 2, 2025	Jose Lopez	Amy Verrier
May 9, 2025	Jose Ortiz	Adrian Espinosa
May 16, 2025	Robert Vesciglio	Don Halberg
May 23, 2025	Jose Lopez	Amy Verrier

DEPARTMENT OF PUBLIC WORKS ON-CALL LIST/SCHEDULE/CONTACT INFO FY 2024-2025

**** FOR COMBINED DISPATCH USE ONLY/NOT FOR PUBLIC USE**

Staff	1st Call	2nd Call	3rd Call	Radio Call #
Vesciglio, Robert	203-395-1693	203-216-1197	203-377-6112	205
Lopez, Jose	203-451-2734	203-515-8881		203
Espinosa, Adrian	203-819-2449	203-893-2739		808
Ortiz, Jose	203-939-2709	203-386-1877	203-952-3094	206
Verrier, Amy	203-216-2686	203-815-3574		804
Halbert, Don	203-216-1367	203-770-5079		801
SANITARY SEWER PROBLEMS	203-943-0222 (Plant)	203-957-9118 (Ross Gambino)		