

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.

REVISED

- I. ROLL CALL**
- II. ACCEPTANCE OF MINUTES**
 - A. Special Meeting: July 14, 2025**
 - B. Regular Meeting: July 22, 2025**
- III. PUBLIC PARTICIPATION**
- IV. MAYOR**
 - A. RESIGNATIONS AND APPOINTMENTS**
 - 1. RESIGNATIONS**
 - a. Cheryl Brown, Conservation Commission**
 - B. MAYOR'S REMARKS**
- V. COUNCIL PRESIDENT**

A. RESIGNATIONS AND APPOINTMENTS

B. CONSENT CALENDAR

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Executive Session - Authorization to Settle Claim:
Authorize Mayor, Harry W. Rilling, to enter into and/or execute the Participation and Release Form, any and all other agreements and/or other documents necessary to effectuate the proposed settlement of the National Opioid Litigation as to the following defendants: Purdue and the Sackler Family.
2. AUTHORIZATION:
The City of Norwalk is hereby authorized to purchase, acquire and/or take by exercise of eminent domain the real property and parcel known as 493 Connecticut Avenue, Norwalk, Connecticut (the "Property") for sanitary sewer purposes, and further, that the Mayor, Harry W. Rilling or his designee is authorized to execute and deliver any and all instruments necessary to purchase, acquire and/or take by exercise of eminent domain power the Property.

VII. COMMON COUNCIL COMMITTEES

A. FINANCE AND CLAIMS COMMITTEE

1.
 - a. Authorize the Purchasing Agent to issue a purchase order to Imagine Learning, Inc., for software, for an amount not to exceed \$38,279.28, account 09255010-5777-C0112.
 - b. Authorize the Purchasing Agent to issue a purchase order to Follett Software, LLC, for software, for an amount not to exceed \$25,655.65, account 09255010-5777-C0112.
 - c. Authorize the Purchasing Agent to issue a purchase order to Capstone, for software, for an amount not to exceed \$33,906.60, account 09255010-5777-C0112.
 - d. Authorize the Purchasing Agent to issue a purchase order to Otus, LLC, for software, for an amount not to exceed \$159,600.00, account 09255010-5777-C0112.
2. Authorize the Purchasing Agent to issue a purchase order to Total Communications, Inc. for a three-year agreement covering five (5) licenses of the Cisco Webex Desk Phone Application, in an amount not to exceed \$1,461.10. Account # 011370-5245 Telephone
3. Authorize the Mayor, Harry W. Rilling, to execute a MOU with the Norwalk Board of Education ("BOE") stipulating the City and BOE respective obligations to fund the

Internal Services Insurance Fund, a fund primarily maintained to fund liability claims and settlement within coverage deductible limits.

B. RECREATION, PARKS AND CULTURAL AFFAIRS

1. Authorize the Mayor, Harry W. Rilling, to enter into an agreement for the use of Brien McMahon High School Casagrande Field and immediate surrounding grounds by Brien McMahon High School Band Parents for their Cavalcade of Sound to be held on Saturday, September 13th, 2025 from 9:00 AM. to 11:00 P.M. Approximately 1500 people..
2. Authorize the Mayor, Harry W. Rilling, to enter into an agreement for the use of Mathews Park and the immediate surrounding grounds by LGBT Center of New York and Wheelhouse Events for their Cycle for a Cause to be held on Saturday, September 20th from 2:00 P.M. to 6:00 P.M. Approximately 100 people.
3. Authorize the Mayor, Harry W. Rilling, to enter into an agreement for the use of Washington Street Plaza and immediate surrounding grounds by Sono Entertainment for their Black Heritage Parade to be held on Saturday, September 13th, 2025 from 11:00 A.M. to 9:00 P.M. Set-up time by 7:00 A.M. with tear-down by 10:45 P.M. Approximately 100 people.

C. ECONOMIC AND COMMUNITY DEVELOPMENT

1. Authorize the Mayor, Harry W. Rilling, to execute a contract agreement with Giliberto and Sons, LLC., in the amount of \$638,518 for project NPA2024-02, Aesthetic Enhancements (Painting & Select Demo) at Yankee Doodle Garage.

ACCT(S)
0920 4095 5777 C0303
0921 4095 5777 C0303
0923 4095 577 7 C0303

2. Authorize the Mayor, Harry W. Rilling, to execute an agreement with AKRF for an amount not to exceed \$62,985.00, with a 10% contingency of \$6,298.00 for planning and design of potential roadway improvements of Route 1, Cross St/North Ave, between Wilton Ave and East Ave.

ACCT(S)
0925-3750-5777-C0528
0924-3750-5777-C0528
0925-3750-5777-C0824

3. Authorize the Mayor, Harry W. Rilling to execute an amendment to increase the Fuss and O'Neill contract by \$380,000 for Additional Transportation Engineering and Related Design Services for Wall Street Corridor Improvements.

ACCT(S)
0926 3750 5777 C0800
0926 3750 5777 C0824

4. Authorize the Director of Transportation, Mobility and Parking to execute the amendment to increase the contract with Fuss and O'Neill, for an amount not to exceed \$38,000

ACCT(S)
0926 3750 5777 C0800
0926 3750 5777 C0824

5. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and AECOM Technical Services, Inc., for Professional Consulting Services for the development of a Citywide Community Flood Resilience Plan, for a sum not to exceed of \$192,500.

ACCT(S)
36-3730-5258-G0051
36-3730-5298-G0051

6. Authorize the Mayor, Harry Rilling, to execute an Agreement between the City of Norwalk and the Commissioner of the Department of Transportation regarding the occupation of rail infrastructure for the maintenance of the SONO sign under the railroad trestle on Washington Street.
7. Authorize the Mayor, Harry Rilling, to execute an Agreement between the City of Norwalk and AGW SONO Partners LLC regarding the temporary occupation of 99 Washington Street to utilize the vacant office space.
8. Authorize the Mayor, Harry Rilling, to execute an Agreement between the City of Norwalk and The Maritime Aquarium at Norwalk LLC to install a "live feed" video display in the City Hall lobby.

D. LAND USE AND BUILDING MANAGEMENT

1. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Lease Agreement with the Center for Contemporary Printmaking, Inc. to extend the Lease for the Carriage House and Gardener's Cottage retro-actively for 10 years from February 1, 2025, to January 31, 2035. The remaining terms of the lease to remain unchanged.
2. a. Authorize the Mayor, Harry W. Rilling, to execute a contract with A.V. Tuchy Builders Inc. for the replacement of the apparatus floor at Broad River Fire Station

(Station 1), located at 90 New Canaan Ave. for an amount not to exceed \$604,723.00. Account # 09263110-5777-C0854.

b. Authorize a 10% Change Order contingency allowance for a total not to exceed \$60,472.00. Account # 09263110-5777-C0854.

3. Authorize to RESCIND Common Council Action of January 7, 2025 Item VII. D. 1 to 4 which authorized the execution of agreements with Energy Resources USA, LLC and Eversource Energy for LED lighting retrofits at Norwalk City Hall, Norwalk Health Department, Nathaniel Ely Center and Roosevelt Center.
4. a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Tri-State LED to provide LED Lighting Retrofit Services at City Hall for a total not to exceed \$282,138.00 (\$268,703.57 plus 5% contingency). Payment to be made via Eversource incentives and on-bill financing.

b. Authorize the Mayor, Harry W. Rilling, to execute any and all documents with Eversource Energy to apply and accept Energy Efficient Upgrade incentives and Financing through Eversource on-bill financing program for the City Hall LED Lighting Retrofit project.
5. a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Tri-State LED to provide LED Lighting Retrofit Services at the Norwalk Health Department for a total not to exceed \$73,175.00 (\$69,690.05 plus 5% contingency). Payment to be made via Eversource incentives and on-bill financing.

b. Authorize the Mayor, Harry W. Rilling, to execute any and all documents with Eversource Energy to apply and accept Energy Efficient Upgrade incentives and Financing through Eversource on-bill financing program for the Norwalk Health Department LED Lighting Retrofit project.
6. a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Tri-State LED to provide LED Lighting Retrofit Services at the Nathaniel Ely Center for a total not to exceed \$86,975.00 (\$82,833.77 plus 5% contingency). Payment to be made via Eversource incentives and on-bill financing.

b. Authorize the Mayor, Harry W. Rilling, to execute any and all documents with Eversource Energy to apply and accept Energy Efficient Upgrade incentives and Financing through Eversource on-bill financing program for the Nathaniel Ely Center LED Lighting Retrofit project.
7. a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Tri-State LED to provide LED Lighting Retrofit Services at the Roosevelt Senior Center for a cost not to exceed \$47,898.00 (\$45,617.86 plus 5% contingency). Payment to be made via Eversource incentives and on-bill financing.

- b. Authorize the Mayor, Harry W. Rilling, to execute any and all documents with Eversource Energy to apply and accept Energy Efficient Upgrade incentives and Financing through Eversource on-bill financing program for the Roosevelt Center LED Lighting Retrofit project.
8. Authorize the Purchasing Agent to amend the Purchase Order to TOTAL Communications (State Contract #18PSX0202) for the TE-01 LAN Network Switches for the South Norwalk Elementary School for a revised total sum of \$169,831.66. Funds are available in Acct. #0922 5010 5777 C0808.
9. Authorize the Purchasing Agent to issue a Purchase Order with Ambient AI, INC for AI security camera enhancements at the middle and elementary schools for a total not to exceed \$263,916.00.
Funds are available in account #0926 5010 5777 C0537
10. Executive Session: Discuss Attorney-Client Privileged Memorandum issued by Law Department dated August 7, 2025.
11. Authorize the Mayor, Harry W. Rilling, to grant the ingress and parking easements over a portion of 3 Belden Avenue identified in the map entitled "Temporary Easement Map" prepared by Landtech dated January 10, 2025.

E. PUBLIC WORKS

1. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the December 23, 2024 Agreement between the City of Norwalk and ARC Document Solutions LLC, for Project 4370, Document Scanning Services, for an amount not to exceed \$228,745.00.
Account No.
01 13 70 5742
03 00 00 2602
2. Technical Correction of the Common Council Action of February 11, 2025, Item VII.B.1 to add an account number 520000-5796-MLK08 designated for On-Call Surveying Services.
Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the February 6, 2024 Agreement between the City of Norwalk and AI Engineers Inc. for Project PSC2023-1 On-Call Surveying and Mapping Services. The Amendment is to extend the Agreement for a period of one (1) year at a sum not to exceed \$200,000.00 with an option to extend for one (1) additional term for one (1) year.
Account No.
09 25 4021 5777 C0318
09 25 4021 5777 C0021
09 25 4021 5777 C0302
09 25 3750 5777 C0824
520000 5796 MLK08

3. Authorize the Mayor, Harry W. Rilling, to execute the Second Amendment to the March 11, 2021, Agreement for the Transportation and Disposal of Street Sweepings/Catch Basin Grit and Broken Structural Concrete between the City of Norwalk and D.W. Transport & Leasing Inc., for an amount not to exceed \$150,000.
Account No. 01 40 42 5299
4. Authorize the Mayor, Harry W. Rilling, to execute the Second Amendment to the February 23, 2021, Agreement for the Transportation and Disposal of Yard Waste Materials between the City of Norwalk and Win Waste Innovations Holdings (formerly City Carting) for an amount not to exceed \$275,000.
Account No. 01 40 42 5299
5. a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Alcaide Inc. D/B/A A&J Construction for Project PM2025-2 – Pavement Management Program (LOCIP Reimbursement) for a sum not to exceed \$1,352,530.00.
Account No.
09 25 4021 5777 C0021
09 26 4021 5777 C0021
09 25 4021 5777 C0318
09 26 4021 5777 C0318
09 25 4021 5777 C0440
09 26 4021 5777 C0440

b. Authorize the Chief of Operations and Public Works to execute orders on the contract with Alcaide Inc. D/B/A A&J Construction for Project PM2025-2 – Pavement Management Program (LOCIP Reimbursement) for a sum not to exceed \$135,253.00.
Account No.
09 25 4021 5777 C0021
09 26 4021 5777 C0021
09 25 4021 5777 C0318
09 26 4021 5777 C0318
09 25 4021 5777 C0440
09 26 4021 5777 C0440

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

I. CALL TO ORDER

Majority Leader Mr. Goldstein called the meeting to order at 7:00 p.m. Due to inclement weather, the meeting was held entirely on Zoom.

II. ROLL CALL

Ms. Dixon called the Roll as follows:

Council at Large:	Mr. Gregory Burnett (7:02 P.M.) Mr. Johan Lopez <i>Ms. Barbara Smyth</i>	Mr. Joshua Goldstein Ms. Nora Niedzielski Eichner
District A:	Ms. Nicol Ayers (7:04 P.M.)	Mr. Jalin Sead
District B:	Mr. Dajuan Wiggins	Ms. Darlene Young
District C:	Ms. Nicole Eaddy	Ms. Anne Wennerstrand
District D:	<i>Ms. Heather Dunn</i>	Mr. Douglas W. Sutton
District E:	Mr. James Frayer	Ms. Lisa Shanahan

There were eleven (11) present at Roll Call. Two were absent (Ms. Smyth and Ms. Dunn).

Ms. Dixon, Attorney Mednick, and Mr. Schmitt were also in attendance.

III. PUBLIC PARTICIPATION

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

IV. DISCUSSION

A. Proposed Charter Revision

Mr. Goldstein explained that the meeting's purpose was to continue reviewing the Charter Revision Commission's draft, allowing Council Members to raise concerns and identify areas of consensus. This would assist Attorney Mednick in drafting a resolution ahead of the July 22 Council vote. He proposed reviewing the Commission's recommendations article-by-article, addressing specific items only if flagged, and requested that discussion on the four-year term be postponed until the end due to Ms. Young's planned recusal.

Attorney Mednick outlined the procedure: the draft charter, prepared by the Commission, is now under Council review. The Council doesn't approve or reject it outright but instead makes formal recommendations, additions, deletions, or changes back to the Commission. After a conferral between Council leadership and the Commission, the charter returns to the Council for a final up-or-down vote, with no further amendments allowed. He stressed the need for leadership to be fully engaged during the conferral.

Ms. Shanahan asked if the Council could decide how the charter revisions appear on the ballot. Attorney Mednick confirmed they could structure the ballot as they wish. While the Commission may suggest formats, they traditionally defer to the Council on this matter.

The discussion moved on to Article I.

Mr. Lopez proposed renaming the legislative body from “Common Council” to “City Council,” citing clarity and consistency with other municipalities. Mr. Burnett supported the idea but asked about potential costs. Attorney Mednick said the financial impact would be minimal, limited to signage and letterhead, and offered to include language ensuring legal continuity.

Ms. Young raised a hypothetical concern about cost thresholds. Ms. Ayers viewed the change as a cultural update, similar to inclusive language revisions. Ms. Dixon added that most materials are digital and costs like business cards are minimal and typically post-election.

Mr. Sutton noted campaign signage costs and suggested a “doing business as” transition. Attorney Mednick proposed implementation after the 2027 election, but Mr. Goldstein, Mr. Lopez, and others preferred 2025. Mr. Schmitt agreed costs would be low but requested 24 hours for review. There were no objections, and a consensus was reached to adopt the name change effective after the 2025 election.

The discussion moved on to Article III.

Mr. Goldstein presented a recommendation to expand the Council from 15 to 20 members by adding one district representative per district. However, Ms. Shanahan, Mr. Wiggins, Mr. Lopez, Mr. Sutton, Mr. Frayer, Ms. Wennerstrand, Mr. Burnett, Ms. Young, and Ms. Ayers all opposed it.

Attorney Mednick confirmed the draft would retain the current 15 member structure.

Mr. Sead proposed increasing At-Large seats from 5 to 7, with a maximum of 5 nominees per party, to boost voter choice and minority representation. He suggested implementation in 2027. Attorney Mednick said this model is common in Connecticut. Mr. Wiggins objected, saying 17 total members would be too many.

Mr. Sutton asked whether minority parties typically cross-endorse. Attorney Mednick explained that minority party rules cap majority seats rather than guarantee minority representation. He gave examples from Waterbury and New Britain, clarifying that what matters is the party under which a candidate runs, not their registration, though the system can be manipulated.

Ms. Young left the meeting at 7:53 p.m.

Ms. Shanahan expressed skepticism toward a minor party she felt acted inconsistently. Mr. Lopez opposed Mr. Sead’s At-Large amendment, saying it aimed to engineer outcomes rather than promote democracy.

In Ms. Dunn's absence, Ms. Niedzielski-Eichner shared a proposal to eliminate At-Large seats and instead create three-member districts with a two-per-party cap. Ms. Niedzielski-Eichner thanked Mr. Sead for his proposal and said she was still considering it.

Ms. Ayers questioned whether the At-Large amendment would motivate voters, noting mixed feedback. Mr. Sead said it was part of a larger reform package to improve governance, transparency, and diversity.

Mr. Goldstein noted there was no consensus and asked to keep the proposal on the discussion list. Attorney Mednick agreed.

Mr. Goldstein reopened discussion on four-year terms. Ms. Ayers advised she is still undecided. The item was added to the list for further debate.

Ms. Wennerstrand raised the idea of separating this question on the ballot, referencing public support. Mr. Goldstein and Ms. Ayers agreed. Ms. Ayers also asked about mayoral term limits. Mr. Goldstein said none were proposed; Attorney Mednick explained that Connecticut law doesn't authorize term limits.

Ms. Niedzielski-Eichner noted that two four-year terms may be more appealing to voters. She then proposed an amendment to tie Council pay to a percentage of the Mayor's salary, supporting fairness and inclusivity. Ms. Eaddy supported the idea, while Mr. Sead raised concerns about its perceived impact.

Mr. Frayer opposed raising Council pay, citing poor optics during budget struggles. Mr. Lopez agreed.

Ms. Ayers countered that lack of pay excludes lower-income individuals and argued compensation helps with costs like childcare.

Mr. Sead requested cost details. Ms. Niedzielski-Eichner estimated about 70 cents per resident, totaling \$75,000. Mr. Sead said he was more concerned about optics than cost.

Ms. Wennerstrand supported exploring compensation further but emphasized public input. Mr. Burnett questioned whether the proposed raise would improve diversity or participation. He asked if it could be a separate ballot item. Attorney Mednick confirmed this was legal and logical and said it must go to referendum. Other towns use similar models tied to cost of living adjustments.

Ms. Ayers replied that while the change wouldn't fix equity gaps, it was a necessary first step. She also noted the mayor's salary increases over time, and Council pay would adjust gradually. Mr. Goldstein noted no consensus and added the proposal to the vote list. Attorney Mednick confirmed it would be based on a percentage of the mayor's salary. Ms. Niedzielski-Eichner clarified that 3% was just a placeholder and open to discussion.

Attorney Mednick shared compensation figures from other Connecticut towns, showing Norwalk at the low end.

Mr. Burnett asked what would happen if a future mayor declined their salary. Ms. Niedzielski-Eichner said the formula would be based on the budgeted salary, not the amount paid. Attorney Mednick agreed the language could be clarified.

Mr. Lopez asked if pay could instead be set by ordinance. Attorney Mednick said it could, but still needed voter approval.

Mr. Sead supported charter inclusion for transparency. Mr. Sutton questioned the jump to a percentage based figure. Mr. Lopez and Mr. Sead added that residents are often unaware of how little Council members are paid.

Ms. Niedzielski-Eichner mentioned outdated tech and FOIA compliance needs, which could be addressed with stipends. Mr. Goldstein supported that and proposed clarifying language on Council-set compensation to reflect existing legal requirements.

Ms. Niedzielski-Eichner proposed allowing Council to appoint additional staff beyond the Assistant City Clerk. The intent was to offer flexibility, not require new hires. Roles could include financial or communications support.

Mr. Burnett asked how new staff would be created. Ms. Niedzielski-Eichner said the process would involve job descriptions, Council votes, and HR. Attorney Mednick said different towns use different approaches.

Mr. Frayer opposed hiring without clear need, asking for more details on duties and cost. He said existing staff support was currently sufficient, and the matter should be revisited only if that changed.

Mr. Sead supported giving the Council the authority to hire additional staff, emphasizing it was about having the option, not immediate hiring. Mr. Burnett opposed the idea.

Ms. Niedzielski-Eichner clarified that she was not criticizing current staff. Mr. Sead added that the Council already approves high-salary appointments, and this proposal would simply formalize similar authority.

Mr. Frayer disagreed, saying Council approves budgets but doesn't directly hire or manage department heads, and hiring Council specific staff could duplicate existing services. Mr. Burnett shared that concern.

Mr. Sead reiterated that Council approves appointments like the CFO and Economic Development Director. Mr. Frayer responded that while Council approves appointments, those roles are funded through the mayor's budget and don't work for the Council.

Mr. Goldstein acknowledged the disagreement and directed Attorney Mednick to add the proposal to the list of items for discussion and possible vote.

Ms. Eaddy said she saw the role as a support staffer to assist with scheduling, communications, and constituent services, especially helpful for full-time working members.

The discussion moved on to Articles IV–VI.
There were no objections to previously discussed items.

The discussion moved on to Article VII.
Mr. Frayer and Ms. Shanahan raised concerns with Section VII-2(a)(3). Ms. Shanahan requested it be added to the discussion list. Mr. Goldstein and Attorney Mednick agreed, confirming it would be marked for further debate, not consensus.

Ms. Young rejoined the meeting at 9:13 p.m.

Mr. Goldstein asked if members had reviewed the amendment, and Ms. Niedzielski-Eichner clarified it was drafted for Ms. Young, who was invited to speak. Ms. Young asked if the group wanted to discuss it now; Mr. Goldstein noted there was no consensus yet and that it required further discussion.

Ms. Young supported the amendment, stating it would give the Council more influence in the budget process by allowing a representative, voting or non-voting, on the BET.

Ms. Shanahan questioned how one member could represent the full Council and expressed openness to a non-voting role. Ms. Young agreed, emphasizing that such a position could improve communication and Council insight into the budget process.
Attorney Mednick said similar arrangements exist in other municipalities and explained that only voting roles would raise minority party concerns.

Ms. Niedzielski-Eichner mentioned Ms. Ayers had previously questioned the time demands of a non-voting role. She supported a voting position for meaningful representation but was open to a non-voting role for consensus.
Ms. Shanahan reiterated she only supported a non-voting role. Mr. Goldstein confirmed the amendment would be added to the discussion list.

Mr. Lopez proposed that the Council receive a confidential list of board and commission applicants in advance to allow proper review. Mr. Frayer strongly supported the idea as a practical step.

Mr. Lopez clarified the list would remain confidential. Mr. Goldstein and Attorney Mednick agreed the proposal had broad support and should be included on the consensus list, with procedural details like timelines to be worked out later, possibly by ordinance.

The discussion moved on to Articles VIII & IX

Mr. Goldstein noted there were no objections or amendments to Articles VIII and IX, and they were added to the consensus list.

The discussion moved on to Article X.

Ms. Niedzielski-Eichner proposed creating separate budget caps for the Board of Education and the rest of the City to improve clarity and allow cap-compliant budgets. Ms. Shanahan confirmed BET would still need Council approval to raise caps and recommended a vote due to disagreement. Mr. Goldstein agreed and invited comments.

Mr. Frayer opposed the dual caps, calling them duplicative. Mr. Goldstein confirmed both cap-related amendments would be added to the discussion list.

Ms. Niedzielski-Eichner added that Section XVI would include revised budget deadlines and require a BET meeting with the full Council, an idea previously suggested by Mr. Burnett.

Mr. Schmitt flagged that the language in Section XVI.B should allow appropriations “not to exceed” the cap, not “equal to” it. Ms. Niedzielski-Eichner agreed to revise the language with Attorney Mednick.

The discussion moved on to Section XVII

Ms. Niedzielski-Eichner introduced an amendment to make Council budget overrides binding, allowing them to direct how funding is allocated after a two-thirds vote. She acknowledged an alternate version (non-binding expression of intent) but preferred to move forward with the stronger option.

Mr. Schmitt questioned whether this would shift fiscal authority from the BET. Attorney Mednick said charter governments have flexibility to define roles and the change would be legally appropriate.

Mr. Lopez raised concerns about blurred responsibilities and proposed alternatives like capping amendments, requiring impact memos, and limiting which items could be altered.

Ms. Niedzielski-Eichner appreciated his suggestions and argued that with the two-thirds vote requirement, misuse was unlikely.

Mr. Schmitt noted that towns like Fairfield limit legislative authority to reducing budgets only and warned that Norwalk's strong fiscal reputation could be at risk if major changes were made.

Mr. Frayer agreed and expressed concern over Council modifying line items without considering full revenue impacts. He supported the non-binding option and defended BET's role in maintaining fiscal balance.

Ms. Niedzielski-Eichner countered that the current system excludes resident voices. She cited the loss of a qualified Webmaster candidate due to a BET decision as an example of why override authority could be beneficial. She emphasized the importance of weighing both financial and community priorities.

Mr. Frayer acknowledged imperfections but stood by the current process. Ms. Shanahan agreed, noting the BET helps depoliticize budgeting.

Mr. Wiggins questioned resistance to giving the Council more authority. Mr. Frayer replied that existing safeguards were effective and that Council overrides could increase inefficiency and taxpayer burden. Mr. Wiggins countered that it would still be hard to overturn BET decisions.

Mr. Sead added that the public often wrongly assumes the Council has more budget control than it does and that this change would align power with public expectations.

Mr. Frayer urged Council members to engage more deeply in budget sessions. Ms. Young agreed and said Council often gets involved too late in the process, limiting input. She supported more proactive engagement through committees and earlier access to information.

Ms. Niedzielski-Eichner proposed requiring departments to meet with Council committees, as they already do with the Board of Education. She concluded by stressing that elected officials should ultimately be accountable for budget decisions.

Mr. Goldstein and Attorney Mednick confirmed that the discussed items would be added to the list for further debate. Mr. Goldstein thanked members and reminded them to submit any proposed changes in writing.

ADJOURNMENT

The meeting was unanimously adjourned at 10:30 p.m.

ATTEST: _____
Irene Dixon, City Clerk

I. ROLL CALL

Mayor Rilling called the meeting to order at 7:31 p.m. and led the Pledge of Allegiance. A moment of silence was observed in memory of Ms. Cheryl Telesco.

Ms. Dixon called the Roll as follows:

Council at Large:	Mr. Gregory Burnett (7:35 p.m.)	Mr. Joshua Goldstein
	Mr. Johan Lopez	Ms. Nora 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:	Mr. Douglas W. Sutton	<i>Ms. Heather Dunn</i>
District E:	Mr. James Frayer	Ms. Lisa Shanahan (8:04 p.m.)

There were twelve (12) in attendance. A quorum was present.

Also present were City Clerk, Irene Dixon and Corporation Counsel, Mario Coppola, Attorney Steve Mednick.

II. ACCEPTANCE OF MINUTES

A. Special Meeting: July 1, 2025

****MS. AYERS MOVED TO ACCEPT THE MINUTES AS PRESENTED.**

****THE MOTION PASSED WITH TWO (2) ABSTENTIONS (MR. GOLDSTEIN AND MS. YOUNG).**

B. Special Meeting: July 8, 2025

****MS. SMYTH MOVED TO ACCEPT THE MINUTES AS PRESENTED.**

****THE MOTION PASSED WITH ONE (1) ABSTENTION (MS. YOUNG).**

C. Regular Meeting: July 8, 2025

****MS. EADDY MOVED TO ACCEPT THE MINUTES AS PRESENTED.**

****THE MOTION PASSED WITH ONE (1) ABSTENTION (MS. YOUNG).**

III. PUBLIC PARTICIPATION

Ms. Diane Lauricella (21 Little Fox Lane) Opposed items C.1 and C.2 regarding Eversource gas facility easements. She reiterated opposition to natural gas expansion. Ms. Lauricella urged expanding the Council to 22 members, including more At-Large and minority party seats. She encouraged greater diligence among Council members. Supported giving the Council more budget authority and called for clear, simple ballot language.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

1. REAPPOINTMENTS

a. Mr. Judson Aley, Parking Authority

****MR. GOLDSTEIN MOVED THE REAPPOINTMENT OF JUDSON ALEY TO THE PARKING AUTHORITY.**

Mr. Goldstein shared that Judson is a graduate of Southern Connecticut State University and active on several boards. He has professional expertise in building contracting.

b. Mr. Gary Leeds, Oak Hills Park Authority

****MR. FRAYER MOVED THE REAPPOINTMENT OF GARY LEEDS TO THE OAK HILLS PARK AUTHORITY.**

Mr. Frayer said Gary is a CPA, having served over 30 years in Norwalk on visiting nurse boards and as a volunteer in gardening groups, active in Oak Hills golf course and park improvements.

c. Mr. Manuel Salgado, Bike Walk Commission

****MR. GOLDSTEIN MOVED THE REAPPOINTMENT OF MANUEL SALGADO TO THE BIKE WALK COMMISSION.**

Mr. Goldstein noted Manuel for his energetic outreach clinician role, social and victim support case management, and active advocacy for safer streets.

d-f. Mr. Robert Abriola, Ms. Melissa Matuska, Ms. Janay Sylvester – Arts and Culture Commission

****MS. SMYTH MOVED THE REAPPOINTMENT OF ROBERT ABRIOLA, MELISSA MATUSKA, AND JANAY SYLVESTER TO THE ARTS AND CULTURE COMMISSION.**

Ms. Smyth praised Robert, Melissa, and Janay for their professional leadership and continuous contribution to the arts community.

B. MAYOR'S REMARKS

Mayor Rilling expressed condolences for Ms. Cheryl Telesco. He announced the distribution of \$146,000 in mini-grants to 18 nonprofit organizations and thanked Ms. Anna Vivian for her leadership. He highlighted Sono Saturday Market scheduled for July 26 from 10 AM to 1 PM on Washington Street, detailing road closures, vendor diversity, live music, and family activities.

The Mayor recognized July as Americans with Disabilities Act Awareness Month; an event is scheduled at City Hall atrium on Thursday at 9:30 AM with local disability organizations. The official opening of the Wegmans store at 675 Connecticut Avenue will be held with over 500 Norwalk residents employed. He reminded everyone of the upcoming summer events:

Wednesday night concerts at Calf Pasture Beach, St. Anne's Festival, SoNo Arts Festival, Oyster Festival, and the Boat Show.

V. COUNCIL PRESIDENT

A. RESIGNATIONS AND APPOINTMENTS

There were no resignations or appointments to consider at this time.

B. CONSENT CALENDAR

Mr. Sutton presented the following consent calendar:

VII.A.1, VII.A.2, VII.A.3, VII.A.4, VII.A.5a, VII.A.5b, VII.A.6, VII.A.7, VII.A.8a, VII.A.8b, VII.A.9, VII.B.1, VII.B.2, VII.C.1, VII.C.2, VII.C.3, VII.C.4, VII.C.5, VII.C.6, VII.C.7, VII.C.8, VII.C.9, VII.D.1a, VII.D.1b, VII.D.2

VII. COMMON COUNCIL COMMITTEES

A. FINANCE AND CLAIMS COMMITTEE

1. Narrative on Tax Collections dated July 2025.
2. Monthly Tax Collector's Reports dated June 2025.
3. Claims Committee Report dated July 2025.
4. Authorize Mayor, Harry W. Rilling, to execute a five (5)-year (60 months) agreement with CBS for library printers. The annual amount not to exceed \$7,032 for a total not to exceed \$35,160 will come from Norwalk Public Library account number 016200- 5294, machinery/equipment rental.
- 5a. Authorize the Purchasing Agent to issue a purchase order to Magic School, Inc., for AI Tools, for an amount not to exceed \$25,800.00 account 09265010-5777-C0112.
- 5b. Authorize the Purchasing Agent to issue a purchase order to OpenAI, LLC, for AI Tools, for an amount not to exceed \$34,323.29 account 09265010-5777-C0112.
6. Authorize the Purchasing Agent to issue a purchase order to POWERSCHOOL GROUP LLC, for Student Information System software, for an amount not to exceed \$232,511.50, account 09265010-5777-C0112.
7. Authorize the Purchasing Agent to issue a purchase order to Environmental Systems Research Institute, Inc.(ESRI), in the amount of \$60,300.00 annually for three years, not to exceed a total of \$180,900.00, for the Geographic Information System Platform. Account Allocation: 011370-5742.
- 8a. Authorize the allocation of an additional \$320,000 in Special Capital Appropriation funds for the Naramake School HVAC Improvement Project. Acct. #09245010 5777 C0844.
- 8b. Authorize the budget reduction in the amount of \$320,000 (the City's Share) from the Brookside School HVAC Improvement Project. Acct. #09245010 5777 C0840.
9. Authorize the Mayor, Harry W. Rilling, to enter into a five-year contract with Lightpath Technology, Inc. As secondary Internet Service Provider. Annual amount not to exceed \$26,400, for a total not to exceed \$132,000 Account # 011370-5245.

B. ORDINANCE COMMITTEE

1. Approve changes to Chapter 9 Administration, Article IV, Registrars of Voters, Section 9-10.

2. Approve changes to Chapter 63, Law Department - Sections 63-1 through 63-6.

C. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to enter into an easement agreement with Eversource Energy for the purpose of constructing, operating, maintaining, repairing and replacing a regulator facility station and related appurtenance on the southeast side of land owned by the City of Norwalk at Strawberry Hill Avenue (Tax Assessor Map Block and Lot # 05/3A/04/00) near where it abuts William Street.
2. Authorize the Mayor, Harry W. Rilling, to enter into an easement agreement with Eversource Energy for the purpose of constructing operating, maintaining, repairing and replacing a regulator facility station and related appurtenance on west side of land owned by the City of Norwalk at 15 Calf Pasture Beach Road #3, Norwalk, CT (Tax Assessor Map Block and Lot 03/76/01/03) near where it abuts Calf Pasture Beach Road.
3. Authorize the Mayor, Harry W. Rilling, to enter into an agreement for the use of Mathews Park and immediate surrounding grounds by The Norwalk Conservatory for their Broadway in the Park to be held on Saturday, August 16th, Saturday, August 23rd, Saturday, August 30th from 4:00 P.M. to 6:00 P.M. Set-up on Friday, August 15th with teardown by Sunday, August 31st. Approximately 400 people.
4. Authorize the Mayor, Harry W. Rilling, to enter into an agreement for the use of Mathews Park and immediate surrounding grounds by Tyson Tours for their Back Together Again with Family & Friends to be held on Sunday, August 17th from 12:00 P.M. to 8:00 P.M. Set-up time by 11:30 A.M. with tear-down by 8:30 P.M. Approximately 300 people.
5. Authorize the Mayor, Harry W. Rilling, to enter into an agreement for the use of Nathaniel Ely School Field and immediate surrounding grounds by Project 9 Foundation for their Community Fun Day to be held on Saturday, August 16th, 2025 from 12:00 P.M. to 6:00 P.M. Set-up time by 7:00 A.M. with tear-down by 7:00 P.M. Approximately 75 people.
6. Authorize the Mayor, Harry W. Rilling, to enter into an agreement for the use of Washington Street Plaza and immediate surrounding grounds by Gordon Fine Arts for their SoNo Arts Festival to be held on Saturday, August 2nd and Sunday, August 3rd, 2025 from 9:00 A.M. to 5:00 P.M. Set-up time by 6:00 A.M. Saturday with tear-down by 5:00 P.M. Sunday. Approximately 1000 people.
7. Authorize the Purchasing Agent to issue a sole source purchase order for a 2025 John Deere 310SJ Backhoe for an amount not to exceed \$137,519.00 from account 0926 6030 5777 C0486.
8. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Terry Contracting & Materials Inc. for Project RNP2025-1 – Veteran’s Memorial Park Marina Docks for a sum not to exceed \$4,262,706.00 (Base Bid only, 80% SHIPP Grant).
9. Authorize the Chief of Operations and Public Works to execute Orders on Contract with Terry Contracting & Materials Inc. for Project RNP2025-1 – Veteran’s Memorial Park Marina Docks for a sum not to exceed \$639,405.90.

Account No.

09226030 5777 C0367

09236030 5777 C0367

09246030 5777 C0367

09256030 5777 C0367

09266030 4120 C0367

09266030 5799 C0367

D. PUBLIC SAFETY AND GENERAL GOVERNMENT COMMITTEE

- 1a. Authorize the Purchasing Agent, Sharon Connors, to execute a purchase order on behalf of the Norwalk Police Department to Sullivans Northwest Hills for the purchase of eight (8) police package utility vehicles under State of Connecticut government pricing (contract #24PSX0110) for a total not to exceed \$450,014.08. Account #09263010-5777-C0665.
- 1b. Authorize the Purchasing Agent, Sharon Connors, to execute a purchase order on behalf of the Norwalk Police Department to Fleet Auto Supply under RFP project number 4123 for the upfit of emergency vehicle equipment in eight (8) police vehicles for a total not to exceed \$275,000.00.
2. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements and other documents necessary for the Norwalk Fire Department to enroll its recruits in the Bridgeport Fire Academy, including an indemnification and hold harmless agreement.

VIII. RESOLUTIONS FROM COMMON COUNCIL

Council President Ms. Smyth introduced the following resolution dated July 19, 2025:

A. RECOMMENDATIONS OF THE COMMON COUNCIL TO THE CHARTER REVISION COMMISSION, PURSUANT TO C.G.S. §7-191(b) DATED JULY 19, 2025

WHEREAS, the Charter Revision Commission (hereinafter, “Commission”) submitted its draft report to the City Clerk and Town Clerk on May 30, 2025 (“Draft Report”); and,

WHEREAS, the Common Council has conducted a Public Hearing on the Draft Report in accordance with C.G.S. Sec. 7-191(b) and considered and reviewed said draft report; and,

WHEREAS, the Common Council generally accepts the substantial content of the Draft Report favorably; and,

WHEREAS, pursuant to C.G.S. Sec. 7-191(c) the Common Council, as the appointing authority of the Charter revisions is authorized to make recommendations to the Commission for changes in the Draft Report; and,

WHEREAS, the Common Council does have a number of issues in the Draft Report that should either be deleted or modified.

NOW, THEREFORE, BE IT RESOLVED BY THE NORWALK COMMON COUNCIL: That the Charter Revision Commission consider the following recommendations and adjustments to its Draft Report:

1. (C) **Article II, §2-2.B(10) “Common Council or Council”:** Please change the defined term to “City Council.”

2. **(C) Article II, §2-2.C(3) “Use of Terms”:** Please consider the following language to supplement the change to City Council: “The change in name of the legislative body of Norwalk from Common Council to City Council shall not affect the validity of any actions, ordinances, or decisions taken by the legislative body under its former name, even if the ordinance has not been amended to reflect the change. All such actions shall remain in full force and effect as actions of the City Council.

**** MS. SMYTH MOVED TO APPROVE ITEMS 1 AND 2.**

****MOTION PASSED WITH THIRTEEN (13) IN FAVOR AND ONE (1) IN OPPOSITION (MR. SUTTON).**

3. **(C) Article III, §3-3.C(2): Council Districts.** Please retain current standard of fifteen Councilmembers.
4. **(D) Article III, 30-3.D(1) and (2): Term of Office for Mayor, Town Clerk and Common Council.** Please review with Council during conferral phase.

Ms. Smyth and Ms. Young recused themselves before possible discussion and vote took place. It was clarified that the article refers to the conferral phase and not an actual term limit.

**** MR. GOLDSTEIN MOVED TO APPROVE ITEM 4.**

****MOTION PASSED WITH TWELVE (12) IN FAVOR AND ONE (1) IN OPPOSITION (MS. EADDY).**

5. **(C) Article III, §3-4.A(1): Council Districts.** Please retain current standard of two Councilmembers per district.
6. **(D) Article III, 3-4-A(2): At-Large Councilmembers:** Add two at-large seat with two under MPR either by expanding to seventeen or retaining fifteen.

Mr. Sead proposed an amendment to add two at-large seats to the Common Council and cap any one party at five at-large candidates. He advocated that it promotes diversity of thought and responds to public calls for minority-party representation.

Some Council Members viewed it as a fair compromise that honors public input without undermining majority rule. Mr. Goldstein and Ms. Shanahan felt it could restrict voter choice and create structural inconsistencies. It was agreed to delay implementation.

**** MR. GOLDSTEIN MOVED TO APPROVE ITEM 6.**

****MOTION PASSED WITH EIGHT (8) IN FAVOR AND SIX (6) IN OPPOSITION (MR. GOLDSTEIN, MR. LOPEZ, MS. NIEDZIELSKI-EICHNER, MR. SUTTON, MR. FRAYER, MS. SHANAHAN).**

7. **(D) Article IV §4-7.C “Compensation Fixed by Council.** Please consider adding a baseline salary for the Council in an amount equal to 3% of the Mayor’s salary.

Ms. Ayers, Ms. Niedzielski-Eichner, Mr. Wiggins, Mr. Sead, and others supported the measure as a matter of fairness and inclusivity. They noted that the current compensation of \$50/month has not changed since 1951 and excludes many from public service. Members emphasized that the increase would not benefit most current members and is meant for future Council service.

Mr. Goldstein, Ms. Shanahan, Mr. Sutton, and Mr. Frayer opposed the proposal, citing concerns about optics, financial timing, and public perception. Mr. Goldstein recommended exploring reimbursement-based alternatives and warned against jeopardizing public approval of the full charter package.

Attorney Mednick and Mr. Coppola advised on legal clarity, noting the state law requires such compensation to be set via charter. It was also advised to use simple and clear language in any proposed charter changes to avoid future issues with interpretation.

**** MR. GOLDSTEIN MOVED TO APPROVE ITEM 7.**

****MOTION PASSED WITH ROLL CALL VOTE TEN (10) IN FAVOR AND FOUR (4) IN OPPOSITION (MR. GOLDSTEIN, MR. SUTTON, MR. FRAYER, MS. SHANAHAN).**

- 8. (D) Article IV §4-7.D Appointment of Common Council Employees.** Move 5-5.D to the Council Article and expand to permit the hiring of staff as follows:

“Appointment of the Common Council’s Employees. The Council may at any time appoint an Assistant Clerk who shall provide administrative assistance to the Council under the direction of the President, and shall, in the absence or in case of the disability or death of the Clerk, perform all the duties of the Clerk. All records and acts of the assistant shall have the same validity as the records of the Clerk. The Council may at any time also appoint by Majority Vote any additional employees as it finds necessary to effectively conduct the Council’s business, and the Board of Estimate and Taxation shall appropriate compensation for any such employees as shall be fixed by the Council.”

Ms. Niedzielski-Eichner, Mr. Sead, Mr. Goldstein, and Ms. Young voiced that this item provides needed flexibility, supports the Council’s growing workload, and formalizes existing practices.

Mr. Frayer, Mr. Burnett, and Ms. Shanahan raised concerns about unclear job roles, costs, and the need for defined responsibilities before approving hiring authority.

Attorney Mednick confirmed that other cities have similar staffing and that Norwalk’s structure requires this provision due to budget limitations.

**** MS. SMYTH MOVED TO APPROVE ITEM 8.**

****MOTION PASSED WITH ROLL CALL VOTE TEN (10) IN FAVOR AND FOUR (4) IN OPPOSITION (MR. BURNETT, MS. SMYTH, MR. FRAYER, MS. SHANAHAN).**

- 9. (C) Article VII, §7-1.H (NEW).** Please review language that would require disclosure of applicant names, backgrounds and credentials for Board and Commission appointments to the Council prior to appointment. The intent of this

proposal is to monitor appointments in order to identify qualified, diverse and representative appointees in an open environment. The provision should be designed to encourage broader participation by our residents in the appointment process. Applicants should have the ability to request in writing to the City Clerk non-disclosure of such data (e.g. name, resume, background information); although such data would subsequently be made public when the applicant is nominated by the Mayor.

10. (D) Article VII, §7-1.A(2) and (3). Appointment, term of Office, Qualification and Political Balance of the Board of Estimate. Please consider requiring a member of the Common Council to be appointed to serve either as an additional eighth non-voting member or a seventh voting member.

Ms. Niedzielski-Eichner, Mr. Sead, Ms. Ayers, and Mr. Wiggins expressed concern that the Council lacks direct input in the BET's budget process, despite overseeing departments. They advocated adding a Council liaison to the BET to increase transparency, improve communication, and strengthen legislative accountability. Some favored granting the liaison voting rights to reflect the Council's majority position.

Mr. Goldstein and Mr. Burnett opposed making the liaison a voting member, warning it could create disproportionate influence and difficulties in representing the full Council. They recommended enhancing communication by other means. Ms. Shanahan supported a non-voting role only, citing the complexity of BET matters.

Mr. Frayer questioned the necessity of the proposal, highlighting that BET meetings are public, Council Members already participate via the Finance Committee, and BET members are typically selected for financial expertise. He cautioned against appointing a potentially unqualified liaison. Members responded that BET appointees are not required to have financial backgrounds and argued that the Council would appoint someone qualified. They emphasized the need for real-time, two-way communication during the budget process.

Mr. Wiggins reflected on past missed opportunities to educate Council members on BET operations and supported the liaison role to bridge that gap. Ms. Ayers and Ms. Niedzielski-Eichner stressed that decisions should focus on long-term governance, not individual personalities.

Mr. Frayer and Mr. Burnett defended the BET's role, citing the Council's authority to set the budget cap and the importance of Council members engaging directly with the process. They argued that the proposal risks undermining BET's function and that individual Council members are responsible for understanding the budget.

Ms. Niedzielski-Eichner reiterated the need for elected officials to have direct authority over financial decisions to ensure accountability to voters. Mr. Wiggins and others clarified that the proposal was not intended to diminish BET authority but to increase Council insight and partnership.

**** MS. SMYTH MOVED TO APPROVE ITEM 10.**

****MOTION PASSED WITH ROLL CALL VOTE TWELVE (12) IN FAVOR AND TWO (2) IN OPPOSITION (MR. FRAYER AND MS. SHANAHAN).**

11. (C) Article VIII, §8-4.C(2). Historical Provisions Pertaining to the Comptroller.

Please review historical provisions of the Comptroller's Office derived from the Special Acts.

12. (C) Article VIII, §8-4.D(4). Historical Provisions Pertaining to the Purchasing Agent.

Please review historical provisions of the Purchasing Agent derived from the Special Acts.

13. (D) Article VIII, §8-7.B(2) and (3). Functions of the Chief and Department Heads of the Division of Operations and Public Works.

Please review historical provisions of the Division of Operations and Public Works derived from the Special Acts.

14. (D) Chapter X, §10-5: Please consider establishing two separate limits on total appropriations for the General Government and the Board of Education ("CAP Provision").

15. (D) Chapter VII, §10-6.A – B: Please consider requiring the Mayor and Board to submit line-item budgets compliant with the CAP Provision.

16. (D) Chapter VII, §10-6.C: Please consider requiring the Mayor or designee to submit a revised estimated mill rate aligned with the cap provision by March 21st.

Ms. Niedzielski-Eichner introduced amendments to require cap-compliant budgets from both the Mayor and Board of Education by mid-March, establish separate caps for general government and the Board of Education, and publish mill rates with those budgets for transparency.

Mr. Burnett opposed the amendments due to their late introduction and limited public discussion. Ms. Wennerstrand supported sending them to the Charter Revision Commission but noted concerns about complexity. Ms. Ayers and others expressed unease about distinguishing the Board of Education from other departments but acknowledged the need for earlier budget clarity.

**** MS. SMYTH MOVED TO APPROVE ITEMS 14-16.**

****MOTION PASSED WITH ROLL CALL VOTE EIGHT (8) IN FAVOR, FIVE (5) IN OPPOSITION (MR. BURNETT, MR. GOLDSTEIN, MS. SMYTH, MR. FRAYER, AND MS. SHANAHAN), AND ONE (1) ABSTENTION (MS. AYERS).**

17. (C) Chapter VII, §10-6.D.: Please consider amending the current language in §10-6 as §10-6(d) to require Board of Estimate hearings and a Joint Meeting with Council on or before April 18th.

18. (C) Chapter VII, §10-7.A: Please consider changing the BET submission date to the Council from April 1st to April 18th.

19. (D) Chapter VII, §10-7.B: Please consider (a) granting the Council authority to override BET action on the CAP Provisions by a 2/3rd vote, including the ability to adjust line-items of the impacted General Government provisions; (b) including a limitation on Council authority not to exceed of 1.5% of the total city side operating budget as original proposed by the Board of Estimate and Taxation.

20. (C) Chapter VII, §10-8: Please consider changing the final date to May 7th.

21. (D) Chapter VII, §10-8.C: Please consider prohibiting any BET action to modify the final budget as approved by the Council.

****IT WAS MOVED TO DISCUSS ITEMS 19 AND 21 TOGETHER.**

Council members discussed expanding the Council's authority to override BET budget decisions. Currently limited to rejecting increases, the proposed change would allow the Council, by a two-thirds vote, to amend line items up or down. A cap would limit changes to 1–1.5% of the operating budget, promoting fiscal discipline while enabling responsiveness to community needs.

Mr. Lopez explained the 1.5% cap was based on municipal finance standards, but members reached consensus around a 1% limit. Several members supported the proposal as a balanced way to enhance legislative authority and transparency without undermining the BET.

The Council emphasized this recommendation would go to the Charter Revision Commission for consideration, not final adoption.

**** MS. SMYTH MOVED TO APPROVE ITEMS 19 AND 21.**

****MOTION PASSED WITH ROLL CALL VOTE ELEVEN (11) IN FAVOR AND THREE (3) IN OPPOSITION (MR. BURNETT, MR. FRAYER, AND MS. SHANAHAN).**

BE IT FURTHER RESOLVED: That the Common Council further recommends acceptance of such Scrivener's Edits as noted in the filed copy of the "Recommendations of the Common Council" approved on July ____2025, and transmitted to the Town Clerk and City Clerk on July ____2025.

BE IT FURTHER RESOLVED: That the Council authorizes the Town Attorney and Counsel to the Council to continually review the document for errata and other non-substantive editorial revisions, subject to the approval of the Council.

Approved at a Regular Meeting of the Common Council, July 22, 2025.

Attorney Mednick will file the resolution and send clean versions to leadership, Town Clerk, and City Clerk on July 23. Meetings with the Charter Revision Commission are planned for July 29, July 30, and August 5, aiming for Council action on August 12. Only the 21 approved items can be addressed. He stressed the importance of leadership attending the July 29 conferral to draft clear language, noting the Council may only vote up or down on final recommendations.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

No items postponed.

X. SUSPENSION OF RULES

No suspensions recorded.

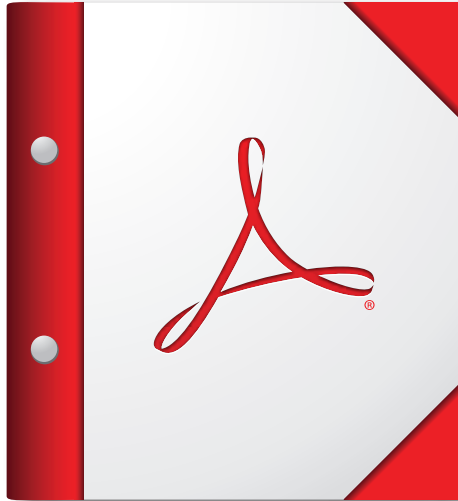
XI. ADJOURNMENT

**** MS. AYERS MOVED TO ADJOURN THE MEETING.**

**** MOTION PASSED UNANIMOUSLY.**

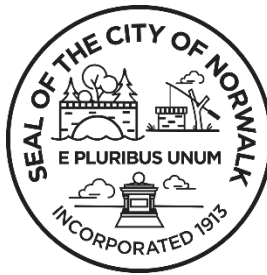
The meeting was unanimously adjourned at 10:38 p.m.

ATTEST: _____
Irene Dixon, City Clerk



**For the best experience, open this PDF portfolio in
Acrobat X or Adobe Reader X, or later.**

Get Adobe Reader Now!



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 7/31/2025

DEPARTMENT: BOE Technology

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: \$38,279.28 MUNIS Account: 09255010-5777-C0112

VENDOR: Imagine Learning

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
Digitally signed by Sharon Conners	☒	Supports	
Purchasing Agent Name	☐	Does Not Support	Department Head Name
Date: 2025.08.05 10:39:02 -04'00'	☒	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	David B. Hopp
			Date: 7/31/2025

JUSTIFICATION:

Approved curriculum software for Grades 9-12.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date	5/19/2025
Quote No.	Q-149619
Acct. No.	12218141
Total	38,279.28
Pricing Expires	11/11/2025

Norwalk Public School District
125 East Ave
Norwalk CT 06851
United States

REN-Norwalk_Edgenuity Sept 1-June 30, 2026

Thank you for partnering with Imagine Learning!

Sincerely,

Erin Connolly

Payment Term	Contract Start	Contract End
Net 30	9/1/2025	6/30/2026

Site	Description	End Date	Qty	Per Unit	Amount
Norwalk Public School District	Edgenuity Academic Integrity	06/30/2026	1	876.62	876.62
	Edgenuity Academic Integrity	06/30/2026	1	876.62	876.62
Norwalk High School	Edgenuity 6-12 Comprehensive Site License	06/30/2026	1	18,263.02	18,263.02
Brien McMahon High School	Edgenuity 6-12 Comprehensive Site License	06/30/2026	1	18,263.02	18,263.02

Subtotal 38,279.28

Tax Total 0.00

Total 38,279.28

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions . These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

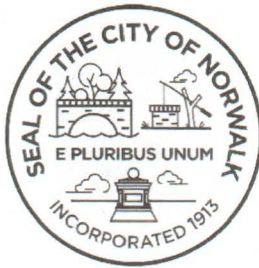
**Norwalk Public School
District**

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Erin Connolly
Account Executive -
erin.connolly@imaginelearning.com
imaginethefutureoflearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 07/14/2025

DEPARTMENT: TECHNOLOGY

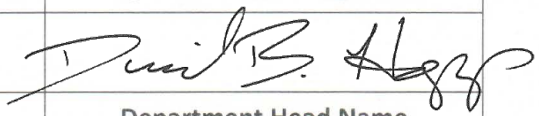
Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

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: 159,600 MUNIS Account: 09265010-5777-C0112

VENDOR: OTUS

Purchasing Agent Signature	The Purchasing Agent	Department Head Signature
Sharon Conners Purchasing Agent Name SHARON CONNERS Date: 2025.08.05 10:38:09 -04'00'	☒ Supports	 Department Head Name DAVID HOPP
	☐ Does Not Support	
	☒ Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Date

JUSTIFICATION:

Please see attached

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



Maximize every student's potential.

Renewal Cost Proposal for **Norwalk Public Schools**

Prepared for:

Sandra Faioes
faioess@norwalkps.org
Norwalk Public Schools

Created by:

JessSeiler
seiler@otus.com



Pricing Proposal For Norwalk Public Schools

Software Service Description and Additional Services	Total
Otus for Staff and Students (June 27, 2025 - June 26, 2026) Includes Otus Plans, Otus Proficiency Assessments, and Mastery Item Bank	\$159,600.00

Total **\$159,600.00**

This proposal has been accepted by:

Name

Please enter PO Number in box below and upload a copy of the PO.

Title

PO Number:

Sandra Faioes

Date of Acceptance: 06-12-2025

Upload Copy of PO:

This proposal has been authorized by:

Name

Jess Seiler

Title

Lead Client Experience Partner

Jess Seiler

Date of Authorization: 06-04-2025

Current Otus contract expiration date: 06-26-2025

This proposal is valid for 30 days from the date of receipt.

Terms

To view our Terms of Service, [click here](#).

To view our Privacy Policy, [click here](#).

To view our AI Tool Terms of Use, [click here](#).



January 1, 2025

Re: Otus Sole Source Letter effective until 12/31/2025

To Whom it May Concern,

This is a single source letter to let you know that the product Otus is an exclusive product to Otus, LLC. Otus is the creator, developer, and seller of this product and we will answer any questions you have about this product and support the application of this product if necessary.

Please feel free to contact me directly if you have any questions about Otus.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith Westman", with a long horizontal line extending to the right.

Keith Westman, Ed.D.
Chief Operating Officer
773.789.5444 x102
keith@otus.com

CERTIFICATE *of* SIGNATURE

REF. NUMBER
8EFCH-UVT9V-4ASJH-YJAQQ

DOCUMENT COMPLETED BY ALL PARTIES ON
12 JUN 2025 16:24:02 UTC

SIGNER	TIMESTAMP	SIGNATURE
JESS SEILER EMAIL SEILER@OTUS.COM	SENT 04 JUN 2025 11:56:07 UTC SIGNED 04 JUN 2025 11:56:08 UTC	<i>Jess Seiler</i> IP ADDRESS 12.222.106.66 LOCATION LOUISVILLE, UNITED STATES

SANDRA FAIOES EMAIL FAIOESS@NORWALKPS.ORG SHARED VIA LINK	SENT 04 JUN 2025 11:56:07 UTC VIEWED 09 JUN 2025 18:40:16 UTC SIGNED 12 JUN 2025 16:24:02 UTC	<i>Sandra Faioes</i> IP ADDRESS 64.251.52.164 LOCATION TRUMBULL, UNITED STATES
--	--	---



Otus LLC
P.O. Box 779269
CHICAGO, IL
60677-9269



For any questions
please email
billing@otus.com.

Bill To

Norwalk Public Schools
125 EAST AVE
NORWALK, CT 06851-5702
United States

Invoice Number	Date	Due Date	Amount Due (USD)
2048	07/01/2025	07/31/2025	\$ 159,600.00

Description

Line Total

Subscription - Staff and Students
6/27/2025-6/26/2026

\$159,600.00

AMOUNT DUE (USD) \$ 159,600.00

Payment Options(Please Reference Invoice Number)

ACH/Wire Instructions (Preferred):

CIBC Bank USA

Account Name: Otus LLC

Account Number: 2940388

Routing Number: 071006486

Mail Check to Lockbox(Updated):

OTUS LLC

PO Box 779269

CHICAGO, IL 60677-9269

Bill.com epayment ID: 0161807521268860



Ayda Castillo <castilloa@norwalkps.org>

Re: OTUS

1 message

Alden Burnham <burnhama@norwalkps.org>

Tue, Jul 15, 2025 at 10:40 AM

To: Ayda Castillo <castilloa@norwalkps.org>

Hi Ayda,

Thanks for reaching out! I haven't been told who is in charge of Otus now, but I can certainly explain why we have it.

Otus is a comprehensive instructional platform that supports teaching, assessment, and data analysis. Its core function is to streamline the administration and analysis of common formative assessments- including beginning-of-unit, end-of-unit, and in-class quizzes (distinct from summative benchmarks like SBAC or NWEA.)

Teachers use Otus to deliver and grade assessments within a unified system, ensuring consistency and reducing time spent navigating multiple tools. In turn, the platform aggregates student performance data in a way that is actionable for both teachers and administrators. Administrators can identify trends across classrooms and schools, such as which grade-level standards students are meeting and which priority standards present the greatest challenges.

Otus has a ton of other features including acting as a warehouse for any student-level data, tracking interventions, and providing analytic capacity to data leads. But the standardization of common formative assessments are the key function that Otus supports for the district.

That being said, managing Otus was a full time job for Kristin- she had to manually enter all the assessments by herself, which was a painstaking process that needed adjustment whenever the curriculum team made changes. Some schools used Otus more than others, but Kristin frequently provided training and coaching to build school capacity. I'm not sure who is taking on that responsibility.

I'm happy to come by to chat more- just let me know how I can support!

Best,
Alden

On Tue, Jul 15, 2025 at 10:11 AM Ayda Castillo <castilloa@norwalkps.org> wrote:

Hello Alden,

I'm reaching out because I need a little help with OTUS overview. I know Kristin used to manage the program, but with all the recent changes, I'm not sure who's in charge now so I thought you could possibly help. I need to submit an expense justification explaining why and how we use OTUS and why it's so important. Would you be able to help me with this?

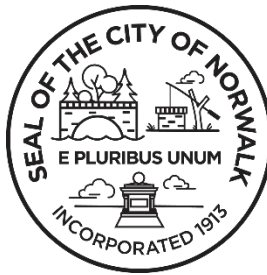
Thanks,

Ayda S. Castillo
Facilities Rep.



<https://norwalkps.org>

Office 203-854-4052



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 7/30/2025

DEPARTMENT: BOE Technology

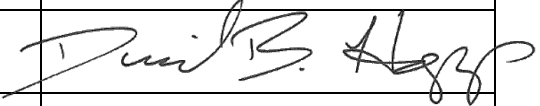
Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

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: \$25,655.65 MUNIS Account: 09255010-5777-C0112

VENDOR: Follett Software, LLC.

Purchasing Agent Signature	The Purchasing Agent	Department Head Signature
Sharon Conners Digitally signed by Sharon Conners Date: 2025.08.05 10:42:37 -04'00'	☒ Supports	
	☐ Does Not Support	Department Head Name
	☐ Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	David B. Hopp
		Date 7/30/2025

JUSTIFICATION:

Needed software for managing the Library Media Centers at Multiple schools.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

RENEWAL QUOTE



Page	1
Quote#	7883231
Issue Date	04/22/2025
Expiration Date	07/31/2025
Customer#	0647841
Customer	NORWALK PUB SCHS

NORWALK PUB SCHS
PO BOX 6001
NORWALK CT 06852

Quote Summary	Payable in USD
Quote Total	\$25,655.65
Applicable taxes are NOT included Service Expiration Dates are displayed at each line item below	

Order Instructions:

Please email Purchase order, referencing Quote number, to FSSOrders@follettsoftware.com, fax to 800.365.5399 or mail Purchase Order to:

Follett Software, LLC.
1340 Ridgeview Drive
McHenry, IL 60050 USA

An invoice will be generated upon receipt of the Purchase Order. If you have any questions, contact Customer Service – 800.323.3397, Option 1 or email softwarecs@follettsoftware.com.

Quote Details					
Item Number / Description		Renewal Months	Current Expiration Date	New Expiration Date	Amount
BRIEN MCMAHON HIGH SCH - 0600118					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,169.40
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$156.72
				Site Total	\$1,326.12
BROOKSIDE ELEM SCH - 0600119					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,169.40
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$156.72
				Site Total	\$1,326.12
CONCORD MAGNET K-8 SCH - 0646314					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,169.40
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$156.72
				Site Total	\$1,326.12
CRANBURY ELEM SCH - 0647360					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,169.40
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$156.72
				Site Total	\$1,326.12
FOX RUN SCH - 0647370					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,169.40
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$156.72
				Site Total	\$1,326.12
JEFFERSON ELEM SCH - 0647397					

If you have questions, please contact our Customer Service Team at 800.323.3397, Options 1 or email softwarecs@follettsoftware.com.

Did you know that Follett has a tool to manage your textbooks and other assets? Visit k12.follett.com/drmcomplete to learn more about Destiny® Resource Manager Complete Edition.

Purchase Follett technology products 24/7 on www.destinyexpress.com.

RENEWAL QUOTE



Page	2
Quote#	7883231
Issue Date	04/22/2025
Expiration Date	07/31/2025
Customer#	0647841
Customer	NORWALK PUB SCHS

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,169.40
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$156.72
KENDALL ELEM SCH - 0600121				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,169.40
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$156.72
MARVIN SCH - 0600122				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,169.40
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$156.72
NARAMAKE SCH - 0600123				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,169.40
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$156.72
NATHAN HALE MDL SCH - 0647375				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,169.40
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$156.72
NORWALK HIGH SCH - 0647855				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,169.40
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$156.72
PONUS RIDGE MDL SCH - 0647963				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,169.40
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$156.72
ROTON MDL SCH - 0600125				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,169.40
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$156.72
ROWAYTON SCH - 0655690				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,169.40
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$156.72
SILVERMINE SCH - 0648120				

If you have questions, please contact our Customer Service Team at 800.323.3397, Options 1 or email softwarecs@follettsoftware.com.

Did you know that Follett has a tool to manage your textbooks and other assets? Visit k12.follett.com/drmcomplete to learn more about Destiny® Resource Manager Complete Edition.

Purchase Follett technology products 24/7 on www.destinyexpress.com.

RENEWAL QUOTE



Page	3
Quote#	7883231
Issue Date	04/22/2025
Expiration Date	07/31/2025
Customer#	0647841
Customer	NORWALK PUB SCHS

Quote Details

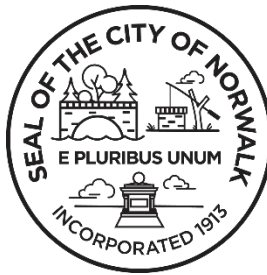
Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,169.40
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$156.72
Site Total				\$1,326.12
SO NORWALK NEIGHBORHOOD SCH - 0602161				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	16	04/30/2025	08/31/2026	\$1,492.16
48310P LIBRARY MANAGER HOSTING FEE(RENEWAL)	16	04/30/2025	08/31/2026	\$293.33
Site Total				\$1,785.49
TRACEY SCH - 0648135				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,169.40
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$156.72
Site Total				\$1,326.12
WEST ROCKS MDL SCH - 0600126				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,169.40
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$156.72
Site Total				\$1,326.12
WOLFPIT ELEM SCH - 0648600				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,169.40
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$156.72
Site Total				\$1,326.12

End of Quote

If you have questions, please contact our Customer Service Team at 800.323.3397, Options 1 or email softwarecs@follettsoftware.com.

Did you know that Follett has a tool to manage your textbooks and other assets? Visit k12.follett.com/drmcomplete to learn more about Destiny® Resource Manager Complete Edition.

Purchase Follett technology products 24/7 on www.destinyexpress.com.



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 7/30/2025

DEPARTMENT: BOE Technology

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: \$33,906.60 MUNIS Account: 09255010-5777-C0112

VENDOR: Capstone

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
Sharon Connors Digitally signed by Sharon Connors Date: 2025.08.05 10:41:19 -04'00'	☒	Supports	 David B. Hopp
	☐	Does Not Support	
		☒	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?

JUSTIFICATION:

Approved curriculum software for K-5

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



Capstone
1710 Roe Crest Drive
North Mankato, Minnesota 56033
United States

QUOTE: Q-51071

Capstone quote prepared for Norwalk Public School District

Prepared on: 06/02/2025
Service Dates: 08/31/2025 - 08/30/2026

Payment terms: Net 30

Quote prepared for:

Willette Payton
Norwalk Public School District
125 East Ave
Norwalk, Connecticut 06851-5702
P: (203) 838-4481
paytonw@norwalkps.org

Quote prepared by:

Sarah Erie
(507) 385-8241 ext. 8241
serie@capstonepub.com

On behalf of:
Vicky Sweet
P: (914) 316-0083
vicky@mlassociatesny.com

Products					
PRODUCT	LIST PRICE	NET PRICE	# OF SITES	MONTHS	TOTAL
PebbleGo Platinum Package with Next Spanish	\$2,898.00	\$2,608.20	13	12	\$33,906.60
PebbleGo Animals					
PebbleGo Science					
PebbleGo Biographies					
PebbleGo Social Studies					
PebbleGo Health					
<i>PebbleGo Spanish Animales</i>					
<i>PebbleGo Spanish Ciencia</i>					
<i>PebbleGo Spanish Biografias</i>					
<i>PebbleGo Spanish Estudios Sociales</i>					
<i>PebbleGo Spanish Salud</i>					
PebbleGo Read More Animals					
PebbleGo Read More Science					
PebbleGo Next U.S. States & Indigenous People's History					
PebbleGo Next Science					
PebbleGo Next Biographies					
PebbleGo Next Social Studies					
PebbleGo Next Health					
<i>PebbleGo Next Estados & Historia de los Pueblos Indígenas</i>					
<i>PebbleGo Next Ciencia</i>					
<i>PebbleGo Next Biografias</i>					
<i>PebbleGo Next Estudios Sociales</i>					
<i>PebbleGo Next Salud</i>					



Capstone
1710 Roe Crest Drive
North Mankato, Minnesota 56033
United States

QUOTE: Q-51071

Quote Totals

Quote Total: \$33,906.60

Multi Site Discounts Applied: \$3,767.40

To Submit Your Order:

If you are using a purchase order or submitting payment, choose one:
Email PO to serie@capstonepub.com
Fax PO to (888) 517-8978
Mail PO or payment to Capstone address above

If you are using a credit card:
Call our Customer Service team at (888) 517-8976

Order Notes:

Capstone Rewards Number:
Sign up at www.CapstoneRewards.com

Capstone empowers educators with engaging content that drives student success



Books



Interactive eBooks



PebbleGo



Capstone Connect



PebbleGo Create

Learn more at CapstonePub.com



Joyce Liu
Director of Information Technology
Jliu@norwalkct.gov

TO: Finance & Claim Committee

FROM: Joyce Liu, Director of Information Technology

RE: Purchase of Cisco Webex Desk Phone App Licenses for Emergency Preparedness

DATE: August 8th, 2025

Dear Finance Committee Members,

I am writing to request the Finance and Claims Committee's authorization to purchase five (5) licenses of the Cisco Webex Desk Phone App for the City's Customer Service team.

As part of our emergency preparedness strategy, this solution will enable staff to make and receive calls using their City-issued phone numbers through a secure desktop or mobile app—ensuring seamless communication even when working remotely.

This functionality is especially critical during snow closures, hurricanes, or other emergency situations when employees are unable to report to City Hall but are still expected to provide essential support to the public.

The licenses will be procured under a three-year agreement to secure favorable pricing and uninterrupted service. The total cost of the agreement will not exceed \$1,461.10, and will be funded from Account #011370-5245 (Telephone) within the existing IT operating budget.

This purchase directly supports our efforts to maintain business continuity and public accessibility during emergencies, and strengthens the City's overall remote-readiness capabilities.

Please feel free to contact me if you have any questions or require additional information prior to the meeting.

Sincerely,

Joyce Liu

Joyce Liu

IT Director



Joyce Liu
Director of Information Technology
Jliu@norwalkct.gov

ACTION REQUESTED:

Authorize the Purchasing Agent to issue a purchase order to Total Communications, Inc. for a three-year agreement covering five (5) licenses of the Cisco Webex Desk Phone Application, in an amount not to exceed \$1,461.10. Account # 011370-5245 Telephone

EntW Webex Calling (5 Users)

QUOTE # JB001035 V2

PREPARED FOR

Norwalk City Hall

PREPARED BY

Joe Bittner

Statement of Work

Cisco State Contract Pricing #18PSX0202 applied

We are proposing 5 Webex Calling users that are mainly in the office but occasionally need to work remotely during inclement weather. These users will be set up for local gateway calling so their inbound/outbound calls will go out the normal paths, however, it may be necessary to Port 1 phone number to Webex Calling. If so, there will be monthly usage bills per DID at a rate of roughly \$1/mo. plus applicable taxes and fees. Proposal does not include any physical phones but there is labor to migrate up to 5 cloud capable phones to Webex Calling (must meet cloud requirements).

Software

Description	Price	Qty	Ext. Price
Add 5 Webex Calling users and Local Gateway to existing subscription (Co-Term with existing Flex to 22-DEC-2027)			
Collaboration Flex Plan 3.0	\$0.00	1	\$0.00
EntW Webex Calling	\$292.22	5	\$1,461.10
Webex Calling Entitlement	\$0.00	6	\$0.00
CUBE for Webex Calling (2)	\$0.00	3	\$0.00
Labor to add 5 Webex Calling Users and Local Gateway, configure inbound/outbound calling via the on-premises Cisco UC solution and E911 location will come from PSP.			
Data Fixed fee labor for Webex Calling project work based on scope. Also asst. with training.	\$0.00	8.5	\$0.00
Project Management Fixed fee for Design, PM and training per scope.	\$0.00	19.5	\$0.00
Subtotal:			\$1,461.10

EntW Webex Calling (5 Users)



Prepared by:

Total Communications

Joe Bittner
860-622-4137
joebittner@totalcomm.com

Prepared for:

Norwalk City Hall

125 East Avenue
Norwalk, CT 06856
Joyce Lui
(203) 854-7726
jliu@norwalkct.gov

Quote Information:

Quote #: JB001035

Version: 2
Delivery Date: 08/04/2025
Expiration Date: 08/29/2025

Quote Summary

Description	Amount
Software	\$1,461.10
Total:	\$1,461.10

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Total Communications

Norwalk City Hall

Signature: _____

Name: Joe Bittner

Title: Major Account Executive

Date: 08/04/2025

Signature: _____

Name: Joyce Lui

Date: _____

Terms & Conditions

1. GENERAL:

All work described herein shall be performed during regular business hours unless otherwise specified. Client agrees that special circumstances requiring overtime will be charged to Client at Total Communications, Inc.'s (hereinafter referred to as "Total") then applicable rates and will be authorized in writing by a signed change order or additional work order.

2. TIME OF PERFORMANCE:

a. Total shall complete the installation services with Total's standard practices within a reasonable time. Client agrees to give Total access to the Premises during non-business hours to the extent necessary to have all work completed promptly and within a reasonable time. Total shall perform its standard acceptance testing on the installed Equipment, and Client agrees to monitor said testing. Upon successful completion thereof, Total shall notify Client that Equipment has been installed and operates in accordance with applicable test and performance specifications. The date of such notification shall be the Installation Complete Date.

b. When the Equipment is purchased, Total shall use its best efforts to make timely delivery and installation. However, all stated delivery or installation dates are approximate, and Total shall under no circumstances, except for Total's willful misconduct, be liable for any damages, whether special, consequential or otherwise for any delays in delivery or installation.

3. WARRANTY:

a. Subject to the provisions of this paragraph and Paragraph 7, when the Equipment is purchased, Total warrants for a period of ninety (90) days from the Installation Completion Date, that as of the Installation Completion Date the Equipment will be free from defects in material and workmanship. If any defects covered by this Warranty appear within the above stated ninety (90) day period, Total shall have the option of repairing or replacing the Equipment at its expense during routine business hours. Such repair or replacement shall be Client's exclusive remedy for Total's breach of warranty, or for willful misconduct or gross negligence and Client willingly, knowingly, and voluntarily waives all other remedies. In cases where Total does not install the Equipment, Total warrants that the equipment only, if properly installed and maintained, shall be free from defects for a period of ninety (90) days.

b. Total will not be obligated to service, repair or replace any Equipment which has been repaired or serviced by others, abused, or improperly handled, stored, altered or used or otherwise intermingled with third party material or equipment. No warranties shall apply to, and Total shall not be obligated to service, repair or replace any equipment which has been installed, repaired, or serviced by others without the express prior written consent of Total.

c. When the equipment is purchased, the warranty stated above shall be in lieu of and excludes all other express or implied warranties, including without limitation and warranties of merchantability or fitness for a particular purpose.

4. LIMITATIONS ON TOTAL'S OBLIGATION AND LIABILITY:

a. When the Equipment is purchased all obligations and warranties of Total hereunder, including warranty obligations, shall be subject to and relieved by any force majeure, Act of God, war, riot, fire, explosion, lightening, power surge, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations or strikes, lockouts or injunctions (whether or not such labor event is within the reasonable control of Total). Client acknowledges that in order to provide the Equipment to the Client, Total and the Client must rely on third parties beyond the control of Total and the client, including, without limitation, the Client's local telephone utility. Total's maintenance responsibilities do not extend to Equipment of the public telephone network, nor is Total responsible for malfunctions in the communication system or Equipment caused by malfunctions in the public telephone network or caused by abuse or misuse of the communication system or Equipment by other than Total. Total shall not be responsible for the failure to fulfill any obligation hereunder, including, without limitation any warranty obligations, when such third parties have not provided or maintained the service or products to Client which are necessary for Total to fulfill its obligations under this Agreement.

b. When the equipment is purchased, Total shall not be liable for any special or consequential damages or for loss, damage or

expense directly or indirectly arising from the use of equipment sold or leased hereunder or arising from client's inability to use the equipment either separately or in combination with any other equipment or from any other cause.

5. PRICING & PAYMENT

a. Price: Quoted prices listed are valid for thirty (30) days after the "Date Order Taken" date on this document. After 30 days, prices are subject to change. Any deviations to this order and Scope of Work after date mentioned, such as quantity changes, partial releases, or changes in specifications, are subject to additional labor and/or equipment charges. Sales tax and other charges are not included in the Quoted Price.

b. Deposit: A 40% deposit is due upon signing and will be applied to the equipment price. The remaining equipment balance will be invoiced upon delivery or storage at our facilities. Professional services will be invoiced monthly until installation completion. All invoices due upon receipt.

c. Delays: In the event of a delay caused by the client or any third party, including, when applicable, a network carrier provider, Total will invoice 100% of the agreed rate for equipment and 90% of the agreed rate for labor. The remaining 10% of the labor rate will be held back and billed upon project completion.

6. DEFAULT:

If any of Client's obligations to Total shall not be paid when due, or if Client shall be in default hereunder, and all sums and obligations hereunder shall, at Total's option, become immediately due and payable. Upon Client's default, in addition to the rights and remedies specified herein, Total shall have all the rights and remedies under the Uniform Commercial Code and any other laws, including the right to any delinquent payments for which the Client shall remain fully liable. Additionally, upon Client's default, Total shall have the right, in its sole discretion and without any liability to, or recourse by, Client whatsoever for any damages, whether actual, special or consequential including without limitation any damages for lost business, to terminate or suspend any and all Warranties with respect to the Equipment and any and all obligations Total may have to service, repair or replace the Equipment, whether arising under this Agreement or otherwise. No remedy of Total hereunder shall be exclusive of any other remedy herein or provided by law, but such remedies shall be cumulative and in addition to every other remedy.

7. REPOSSESSION:

Client agrees that upon its failure to pay any sum hereunder or within forty-five (45) days thereof, Total shall have the complete right to enter the Premise at any reasonable time for purposes of repossessing the Equipment. Client agrees to cooperate fully with Total in such repossession. Total shall use reasonable care in removing the Equipment but shall not be liable to restore the Premises after the Equipment is so removed. Other than the obligation to use due care in removing the Equipment, Total shall have no liability to, and Client shall have no recourse against Total whatsoever for, any damages resulting from such repossession, whether actual, special, or consequential, including without limitation, any damages for lost business.

8. COMMERCIAL TRANSACTION:

The client acknowledges that the transaction of which this agreement is a part is a commercial transaction, and hereby waives its right to notice and hearing under Chapter 903a of the Connecticut General Statutes, or as otherwise allowed by any state or federal law, with respect to any prejudgment remedy which Total, its successors or assignees may desire to use.

9. TITLES; FILINGS; POWER OF ATTORNEY:

Client agrees that Total shall retain title to the equipment until all sums due Total from Client shall have been paid in full. Client hereby appoints Total as its attorney in fact, coupled with as interest, to file UCC financing statements and other such documents, and to do such other acts, as may be reasonably necessary to give notice of Total's retention of title to the Equipment and other provisions of this Agreement.

10. INDEMNIFICATION:

Client agrees to indemnify and save harmless Total from all suits, loss, damages, actions or claims of any character, including reasonable attorney's fees and legal costs incurred by Total in collecting any amounts owed to it by Client, in enforcing, its rights

hereunder or brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the Client or Client's contractor or sub-contractor or their employees, of by, or in consequence of any neglect in safeguarding the work, of by, or on account of any act of omission, neglect or misconduct of the Client or his, agent, contractor, sub-contractor arising out of any law ordinance.

11. APPLICABLE LAW; JURISDICTION:

This Agreement and all transactions hereunder, and all the rights of the parties, shall be governed as to validity, construction, enforcement and in all other respects by the laws of the State of Connecticut. Client agrees that the Superior Court for Judicial District of Hartford or the United States District Court for the District of Connecticut shall have jurisdiction to hear and determine any claims or disputes pertaining to the financing transactions of which this Agreement is part and/or to any matter arising or in any way related to this Agreement or any other agreement between Total and Client and expressly submits and consents in advance to such jurisdiction in any action or proceeding.

MEMORANDUM OF UNDERSTANDING

RE: THE LIABILITY INSURANCE ISIF

WHEREAS, the City of Norwalk (the “City”) maintains various lines of liability insurance coverages (the “Liability Insurance”) in addition to Workers Compensation Insurance and Health Insurance coverages;

WHEREAS, the aforementioned Health Insurance Coverage is maintained as a risk management mechanism to fund related premiums, deductibles, and other employee/retiree health-related expenses which may be incurred by the Norwalk Board of Education (the “Board”).

WHEREAS, the aforementioned Liability Insurance is maintained as a risk management mechanism to fund claims and losses not otherwise covered by Workers Compensation Insurance and Health Insurance coverages which may be incurred by the City and/or Board in the normal course of their respective operations, whether as a result of a settlement of an alleged claim or civil judgment (the “Claim Loss”)

WHEREAS, the Liability Insurance has certain (i) deductible limits which need to be met and exceeded before such Claim Loss is funded by proceeds from the Liability Insurance (the “Deductibles”), (ii) coverage limits which are the maximum amounts paid out under the Liability Insurance in the event of a Claim Loss (the “Liability Limits”), and (iii) coverage exclusions which are Claim Loss excluded from coverage under the Liability Insurance (the “Coverage Exclusions”);

WHEREAS, in light of the foregoing, the City maintains a fund known as the Internal Service Insurance Fund (i.e. a loss reserve account) relative and in addition to its Liability Insurance (the “Liability ISIF”), as a risk management mechanism to fund the portion of a Claim Loss falling within the Deductible, exceeding Liability Limits or constituting a Coverage Exclusion under the Liability Insurance;

WHEREAS, the City further separately maintains, manages and accounts for the Liability ISIF for the City and Board, which shall be referred to herein respectively as “City Liability ISIF Bucket” and “Board’s Liability ISIF Bucket”;

WHEREAS, for the fiscal year ending in June 30, 2024, the City transferred \$1,690,076 from the City Liability ISIF Bucket into the Board’s Liability ISIF Bucket;

WHEREAS, the City and the Board desire to agree on how the Board’s Liability ISIF Bucket will be funded in future fiscal years so that it is at all times adequately funded;

NOWTHEREFORE, the following is agreed by the City and the Board and is hereby declared the policy of the City and the Board relative to the Liability ISIF:

1. Except as otherwise provided herein, the Board's Health Insurance Coverage shall be funded from funds appropriated to the Board in accordance with the City Charter. As part of its annual budget submission required in Subsection B of Section 10-2 of the City Charter, the Board shall request an appropriation to fund Health Insurance Coverage in the full amount required for the ensuing fiscal year, based on the most recent projects provided by the State or the Board's health insurance cost consultant, as the case may be. The Board agrees that the line-item appropriation for Health Insurance Coverage made in the annual fiscal budget process shall be used solely to fund the Board's Health Insurance Coverage and hereby authorizes the City to transfer said appropriation into the account designated as Health Insurance Coverage upon conclusion of the annual fiscal budget cycle.

2. The City's Liability ISIF Bucket shall be funded exclusively from funds appropriated to the City in accordance with the City Charter, and any Claim Loss caused by the acts and omissions of the City's elected or appointed officials, employees or agents (collectively, the "City Parties") necessary to fund the portion of the Claim Loss falling within the Deductible, exceeding Liability Limits, or constituting a Coverage Exclusion under the Liability Insurance shall be paid exclusively from the City Liability ISIF Bucket.

3. The Board's Liability ISIF Bucket shall have two sub-buckets designated as Sub-Bucket A and Sub-Bucket B. Sub-Bucket A shall be the account from which all the premium costs for the Board's share of the liability, automobile, and property insurance shall be paid. Sub-Bucket B shall be the account from which all Claim Loss caused by the acts and omission of the Board's elected and appointed officials, employee and agents (collectively, the "Board Parties") necessary to fund the portion of the Claim Loss falling within the Deductible, exceeding Liability Limits, or constituting a Coverage Exclusion under the Liability Insurance shall be paid.

4. The Board's Sub-Bucket A shall be funded exclusively from funds appropriated by the City in accordance with the City Charter. The City shall fund Sub-Bucket A to the level necessary to pay the premium costs for the Board's share of liability, automobile, and property insurance.

5. Except as otherwise provided herein, the Board's Sub Bucket-B shall be funded from funds appropriated to the Board in accordance with the City Charter. As part of its annual budget submission required in Subsection B of Section 10-2 of the City Charter, the Board shall request an appropriation to fund Sub-Bucket B in the amount of the five-year average of the Board's Sub-Bucket B disbursements, plus 20%. The Board agrees that the line-item appropriation for Sub-Bucket B made in the annual fiscal budget process shall be used solely to fund Sub-Bucket B and hereby authorizes the City to transfer said appropriation into the account designated as Sub-Bucket B upon conclusion of the annual fiscal budget cycle.

6. Any Claim Loss caused by the acts and omissions of the Board Parties necessary to fund the portion of a Claim Loss falling within the Deductible, exceeding Liability Limits or constituting a Coverage Exclusion under the Liability Insurance shall be paid exclusively from Liability Sub- Bucket B.

7. In instance in which both the Board Parties and the City Parties are named parties in an administrative action or civil lawsuit, the Claim Loss will be deemed to be caused by the acts and omissions of (i) the Board Parties, where the acts and omissions alleged in their totality in an administrative proceeding or civil lawsuit are fairly attributable to the acts and omissions of the Board Parties, and (ii) the City Parties, where the acts and omissions alleged in their totality in an administrative proceeding or civil lawsuit are fairly attributable to the acts and omission of the City Parties.

8. Payments of a Claim Loss pursuant to Section 6 hereof from Sub-Bucket B in excess of \$100,000 shall be authorized by a vote of the Board and the Common Council. Payments of a Claim Loss pursuant to Section 5 hereof of \$100,000 or less may be authorized by the Superintendent of Schools or the Superintendent's designee upon the authorization of the Mayor or the Mayor's designee.

9. In the event that Board has a budget surplus at the end of any budget year, the Board will notify the City whether any portion of the budget surplus is to be transferred into the Board's Liability ISIF Bucket. Notwithstanding the foregoing, the Board agrees to transfer \$424,198 of any budget surplus for the 2024-2025 budget year into Sub-Bucket B.

10. This MOU is subject to approval by the Common Council and Board of Education.

CITY OF NORWALK

NORWALK BOARD OF EDUCATION

Harry W. Rilling
Its Mayor

Dr. Alexandria Estrella
Its Superintendent

City of Norwalk Online
125 East Ave.
Norwalk, CT 06851

PHONE:(203) 854-7806
EMAIL:
recregistrationsupport@norwalkct.gov

Permit # R2744

Status Tentative

Date Jun 27, 2025 2:40 PM

Expiration Date Jul 27, 2025

Customer Name	Amy Hodgins - 13842	Home Phone Number	(203) 247-0037
Customer Type	General Public	Cell Phone Number	(203) 247-0037
Mailing Address	300 Highland Avenue Norwalk, CT 06855	Email Address	bmhsbandnorwalk@gmail.com
System User	Internet User		

Rental Fee	\$0.00
Discounts	\$0.00
Subtotal	\$0.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$0.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$0.00

Cavalcade of Sound	1 resource(s)	1 booking(s)	Subtotal: \$0.00
Booking Summary			
McMahon High School - Casagrande Field (Field Rental)		Center: Brien McMahon High School	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sat, Sep 13, 2025 9:00 AM	Sat, Sep 13, 2025 11:00 PM	1500	\$0.00

Custom Questions	
QUESTION	ANSWER
*Will you require lights? (Fields only)	Yes
Are you a Non-Profit or 501C3?	Yes
Do you have a 2nd date in mind or a rain date	No
Field Requested- Type in your selected facility/field.	Casagrande Field/BMHS Athletic Complex
Is there a 2nd date in mind or a rain date or location?	No
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	Food, drinks, and spirit wear to be sold during event.

X: _____

Date: _____

City of Norwalk Online
Mailing Address: 125 East Ave., Norwalk, CT
06851
Phone Number: (203) 854-7806
Email Address: reregistrationsupport@norwalkct.gov

X: _____

Date: _____

Amy Hodgins
Customer ID: 13842
Home Phone Number: (203) 247-0037
Cell Phone Number: (203) 247-0037
Email Address: bmhsbandnorwalk@gmail.com

City of Norwalk Online
125 East Ave.
Norwalk, CT 06851

PHONE:(203) 854-7806
EMAIL:
recregistrationsupport@norwalkct.gov

Permit # R2752

Status Tentative

Date Jun 30, 2025 3:21 PM

Expiration Date Jul 30, 2025

Customer Name	Michael Mastroianni - 8958	Home Phone Number	(917) 605-0243
Customer Type	General Public	Email Address	michael@wheelhouseevent.com
Mailing Address	42 Harding Dr South Orange, NJ 07079		
System User	Internet User		

Rental Fee	\$385.00
Discounts	\$0.00
Subtotal	\$385.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$385.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$385.00

Cycle for the Cause

1 resource(s)1 booking(s)Subtotal: \$385.00

Event Notes:
-Permit pending approval by RPCA on 7/9 and final approval by Common Council before event
-Special Event permit on file started

Booking Summary

Mathews Park (Event)		Center: Mathews Park	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sat, Sep 20, 2025 2:00 PM	Sat, Sep 20, 2025 6:00 PM	1	\$0.00
Resource level fees			\$385.00

Custom Questions	
QUESTION	ANSWER
*Will you require lights? (Fields only)	No
Are you a Non-Profit or 501C3?	Yes
Are you requesting a tent? Any tent 10x10 or larger needs approval and permit from Code Enforcement Dept.	No
Are you using a food truck?	No
Are you using the pavilion? (Cranbury, Calf Pasture & Fodor Farm sites only)	No
Do you plan on serving alcohol at your event? (No glass or glass bottles allowed at City parks)	No

If so, how many (Up to 2 allowed. Food Trucks not allowed at beach)	None
Is there a 2nd date in mind or a rain date or location?	No
Number of people attending? (For the groups at the Cranbury Pavilion I, groups of over 70 are required to rent a portajohn)	100
What is the setup time?	2:00 PM
What type of event?	Rest Stop for Cycling Event
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	2 10-ft-sq. pop-up tents, 2 6-ft. tables, supply minivan, pickup bus (possible), 2 portable toilets
Will the group be going into the water? (Beach permits only)	No
Will the public be invited to the event?	No
Will there be music? No amplified music at the beach.	No
Will you be bringing a grill? (Not allowed on grass, propane only)	No
Will you be having portable restrooms?	Yes
Will you be selling food, beverages, goods or wares?	No
Will you be using any inflatables? (Bounce houses, climb on and slides strictly prohibited)	No
Will you be using display advertising?	No
Will you be using temporary electrical resources?	No
Will you have a catering tent? (Gallaher Mansion site only)	No
Will you have over 200 guests- if so police officer will be required.	No
Will you need the Showmobile? (Calf Pasture only)	No
Will you solicit contributions at your event?	No

Waivers and Information

WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Facility- Facility Rental Event Application Form	Sep 20, 2025	Michael Mastroianni	Waiver Signed by: Michael Mastroianni on Jun 30, 2025

City of Norwalk Recreation & Parks Department Facility Rental Event Application Form

This Contract is further subject to the following covenants and agreements:

- 1.Renter is responsible to ensure that no accumulation of debris or waste or unsafe or hazardous condition is allowed on the premises; that the premises are at all times kept in a safe and clean condition; and that no damage to or destruction of property or the premises itself and its surrounding grounds, roadways and driveways occurs.
 - 2.Dogs are strictly prohibited at all beaches, school grounds and parks except Taylor Farm and parts of Cranbury Park. This rule applies to all beaches at all times. Violation of this rule will result in issuance of a \$100 fine.
 - 3.The City of Norwalk is not responsible for damage to or loss of Renter's property or that of Renter's licensees, invitees, agents and guests. Renter assumes all risks of damage and loss of its personal property. 4.The Renter may bring the following in or onto the Premises: *Any tent (structure) 10 X 10 Feet or larger, including but not limited to; additional electrical lighting equipment, which requires a separate permit from the Code Enforcement Department. It is the Renter's responsibility to obtain this permit from Code Enforcement, Room 121 at Norwalk City Hall *Dunking tanks and other forms of entertainment rentals must be preapproved prior to presenting to the Recreation & Parks subcommittee meeting. At no time will bounce houses be allowed on any city owned properties. Use of such rentals without approval may jeopardize future rental for the person/persons. Any and all rentals, machines, novelties will require a separate Insurance Certificate, which must be obtained prior to the event *No other furniture, structures; machinery or other equipment shall be brought in or onto the premises without the prior written approval of the City of Norwalk, by the Director of Recreation and Parks *Open fires are strictly prohibited from all our indoor facilities, tented areas, under pavilions, or on the Great Lawn in Cranbury Park. Items include candles, sparklers, tiki torches, fire pits, etc. Open wood burning grills are prohibited from being used at any City owned property, unless a separate permit is obtained from the Fire Marshall. Propane grills are allowed however they may not exceed 60" in length*Recreation & Parks strictly prohibits the use of personal or commercial drones at any of the City of Norwalk's properties where private events are taking place. If such usage is reported, appropriate action will be taken immediately and violators will risk disqualification from all future rentals 5.HOLD HARMLESS: Additionally, Renter agrees to indemnify, defend and save harmless the City of Norwalk, it's employees, agents and officials, from and against any and all claims, demands, suits proceedings, liabilities, judgments, financial losses, costs or damages, including attorneys' fees and court costs, on account of bodily injury or death, damage or destruction to property or other financial losses, costs and expenses, of any nature and to any extent which may arise out of or be related in any way to the actions or omissions of the Renter, his or her employees, agents, servants, guests, invitees, or licensees, in connection with Renter's use of the Premises hereunder whether arising directly or indirectly there from. The provisions of this section shall survive the expiration or early termination of this Agreement and shall not be limited in any way by reason of any insurance coverage.
 - 6.Renter hereby releases the City of Norwalk, its agents, officers and employees from and against any and all claims it may have at any time arising out of the condition of the Premises or any fixtures or installations thereon7.ALL POLICIES OF INSURANCE REQUIRED HEREUNDER IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED HEREIN SHOULD INCLUDE A WAIVER OF SUBROGATION 8.The renter is entitled to use only the Premises described herein, including parking areas, and designated means of ingress to and egress from the Premises on such date and during such hours as stated on application. If additional time is used beyond the contracted hours, the renter will be responsible for any and all costs incurred and will be subtracted from the security deposit 9.The City of Norwalk reserves the right to cancel the Event for public health or safety reasons as determined by the City of Norwalk in its sole discretion. The City of Norwalk shall not be liable for damages arising from the cancellation of the Event.10.CANCELLATION POLICY: If an event is cancelled by the Renter less than ninety (90) days prior to the confirmed date, there will be no refund of monies paid. If an event is cancelled more than ninety (90) days prior to the confirmed date, then any money paid to date will be refunded, less the non-refundable deposit- which will be retained by the City. However, if the scheduled date is thereafter booked by another event, then the deposit may, at the discretion of the City, be refunded The total fee for your use of the Premises are based upon rates pre-determined by the Recreation and Parks Committee. Facility application must be presented with a \$100 non-refundable deposit to confirm the date. Fees are payable by checks made out to Norwalk Recreation and Parks Department (please include phone number and driver's license number on check for processing purposes) or credit/debit card (NO American Express) Deposit is required at time of reservation to hold the date; the insurance, security deposit and balance of facility rental are due 45 days prior to the event date
- MAIL TO: NORWALK RECREATION AND PARKS DEPARTMENT NORWALK CITY HALL ATTN: REBECCA KOVACS125 EAST AVENUE NORWALK, CT 06851 PHONE: 203-854-7806 FAX: 203-854-7869



Payment Schedules

Original Balance: \$385.00 Current Balance: \$385.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Sep 20, 2025	\$385.00	\$0.00	\$0.00	\$385.00

X: _____

Date: _____

City of Norwalk Online
Mailing Address: 125 East Ave., Norwalk, CT
06851
Phone Number: (203) 854-7806
Email Address: reregistrationsupport@norwalkct.gov

X: _____

Date: _____

Michael Mastroianni
Customer ID: 8958
Home Phone Number: (917) 605-0243
Email Address: michael@wheelhouseevent.com



Permit

City of Norwalk Online
125 East Ave.
Norwalk, CT 06851

PHONE:(203) 854-7806
EMAIL:
recregistrationsupport@norwalkct.gov

Permit # R2654

Status Tentative

Date Jun 3, 2025 12:47 PM

Expiration Date Jul 3, 2025

Customer Name	Melodye Green-Ragin - 7887	Work Phone Number	(203) 956-6007
Customer Type	General Public	Home Phone Number	(203) 667-4218
Mailing Address	14 Platt St. Unit 4 Norwalk, CT 06855	Cell Phone Number	(203) 667-4218
		Email Address	info@sonotainment.com
System User	Internet User		

Rental Fee	\$570.00
Discounts	\$0.00
Subtotal	\$570.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$570.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$570.00

Black Heritage Parade	1 resource(s)	1 booking(s)	Subtotal: \$570.00
Event Notes: -Event pending 7/9 Recreation & Parks Committee approval -Special Event permit required -Event pending Common Council final approval			
Booking Summary			
Washington St. Plaza (Event)	Center: Washington St. Plaza		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sat, Sep 13, 2025 11:00 AM	Sat, Sep 13, 2025 9:00 PM	100	\$0.00
Resource level fees			\$570.00

Custom Questions	
QUESTION	ANSWER
*Will you require lights? (Fields only)	No
Are you a Non-Profit or 501C3?	Yes
Are you requesting a tent? Any tent 10x10 or larger needs approval and permit from Code Enforcement Dept.	Yes
Are you using a food truck?	Yes
Are you using the pavilion? (Cranbury, Calf Pasture & Fodor Farm sites only)	No

Do you plan on serving alcohol at your event? (No glass or glass bottles allowed at City parks)	Yes
If so, how many (Up to 2 allowed. Food Trucks not allowed at beach)	2
Is there a 2nd date in mind or a rain date or location?	N/A
Number of people attending? (For the groups at the Cranbury Pavilion I, groups of over 70 are required to rent a portajohn)	100
What is the setup time?	11:00am
What type of event?	Parade
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	Parade VENDORS and STAGE
Will the group be going into the water? (Beach permits only)	No
Will the public be invited to the event?	Yes
Will there be music? No amplified music at the beach.	Yes
Will you be bringing a grill? (Not allowed on grass, propane only)	No
Will you be having portable restrooms?	Yes
Will you be selling food, beverages, goods or wares?	Yes
Will you be using any inflatables? (Bounce houses, climb on and slides strictly prohibited)	No
Will you be using display advertising?	Yes
Will you be using temporary electrical resources?	Yes
Will you have a catering tent? (Gallaher Mansion site only)	No
Will you have over 200 guests- if so police officer will be required.	Yes
Will you need the Showmobile? (Calf Pasture only)	No
Will you solicit contributions at your event?	Yes

Waivers and Information			
WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Facility- Facility Rental Event Application Form	Sep 13, 2025	Mellodye Green-Ragin	Waiver Signed by: Mellodye Green-Ragin on Jun 3, 2025
City of Norwalk Recreation & Parks Department Facility Rental Event Application Form This Contract is further subject to the following covenants and agreements: 1.Renter is responsible to ensure that no accumulation of debris or waste or unsafe or hazardous condition is allowed on the premises; that the premises are at all times kept in a safe and clean condition; and that no damage to or destruction of property or the premises itself and its surrounding grounds, roadways and driveways occurs. 2.Dogs are strictly prohibited at all beaches, school grounds and parks except Taylor Farm and parts of Cranbury Park. This rule applies to all beaches at all times. Violation of this rule will result in issuance of a \$100 fine. 3.The City of Norwalk is not responsible for damage to or loss of Renter's property or that of Renter's licensees, invitees, agents and guests. Renter assumes all risks of damage and loss of its personal property. 4.The Renter may bring the following in or onto the Premises: *Any tent (structure) 10 X 10 Feet or larger, including but not limited to; additional electrical lighting equipment, which requires a separate permit from the Code Enforcement Department. It is the Renter's responsibility to obtain this permit from Code Enforcement, Room 121 at Norwalk City Hall *Dunking tanks and other forms of entertainment rentals must be preapproved prior to presenting to the Recreation & Parks subcommittee meeting. At no time will bounce houses be allowed on any city owned properties. Use of such rentals without approval may jeopardize future rental for the person/persons. Any and all rentals, machines, novelties will require a separate Insurance Certificate, which must be obtained prior to the event *No other furniture, structures; machinery or other equipment shall be brought in or onto the premises without the prior written approval of the City of Norwalk, by the Director of Recreation and Parks *Open fires are strictly prohibited from all our			

indoor facilities, tented areas, under pavilions, or on the Great Lawn in Cranbury Park. Items include candles, sparklers, tiki torches, fire pits, etc. Open wood burning grills are prohibited from being used at any City owned property, unless a separate permit is obtained from the Fire Marshall. Propane grills are allowed however they may not exceed 60" in length*Recreation & Parks strictly prohibits the use of personal or commercial drones at any of the City of Norwalk's properties where private events are taking place. If such usage is reported, appropriate action will be taken immediately and violators will risk disqualification from all future rentals 5.HOLD HARMLESS: Additionally, Renter agrees to indemnify, defend and save harmless the City of Norwalk, it's employees, agents and officials, from and against any and all claims, demands, suits proceedings, liabilities, judgments, financial losses, costs or damages, including attorneys' fees and court costs, on account of bodily injury or death, damage or destruction to property or other financial losses, costs and expenses, of any nature and to any extent which may arise out of or be related in any way to the actions or omissions of the Renter, his or her employees, agents, servants, guests, invitees, or licensees, in connection with Renter's use of the Premises hereunder whether arising directly or indirectly there from. The provisions of this section shall survive the expiration or early termination of this Agreement and shall not be limited in any way by reason of any insurance coverage.

6.Renter hereby releases the City of Norwalk, its agents, officers and employees from and against any and all claims it may have at any time arising out of the condition of the Premises or any fixtures or installations thereon7.ALL POLICIES OF INSURANCE REQUIRED HEREUNDER IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED HEREIN SHOULD INCLUDE A WAIVER OF SUBROGATION 8.The renter is entitled to use only the Premises described herein, including parking areas, and designated means of ingress to and egress from the Premises on such date and during such hours as stated on application. If additional time is used beyond the contracted hours, the renter will be responsible for any and all costs incurred and will be subtracted from the security deposit 9.The City of Norwalk reserves the right to cancel the Event for public health or safety reasons as determined by the City of Norwalk in its sole discretion. The City of Norwalk shall not be liable for damages arising from the cancellation of the Event.10.CANCELLATION POLICY: If an event is cancelled by the Renter less than ninety (90) days prior to the confirmed date, there will be no refund of monies paid. If an event is cancelled more than ninety (90) days prior to the confirmed date, then any money paid to date will be refunded, less the non-refundable deposit- which will be retained by the City. However, if the scheduled date is thereafter booked by another event, then the deposit may, at the discretion of the City, be refunded The total fee for your use of the Premises are based upon rates pre-determined by the Recreation and Parks Committee. Facility application must be presented with a \$100 non-refundable deposit to confirm the date. Fees are payable by checks made out to Norwalk Recreation and Parks Department (please include phone number and driver's license number on check for processing purposes) or credit/debit card (NO American Express) Deposit is required at time of reservation to hold the date; the insurance, security deposit and balance of facility rental are due 45 days prior to the event date

MAIL TO: NORWALK RECREATION AND PARKS DEPARTMENT NORWALK CITY HALL ATTN: REBECCA KOVACS125 EAST AVENUE NORWALK, CT 06851 PHONE: 203-854-7806 FAX: 203-854-7869



Payment Schedules

Original Balance: \$570.00 Current Balance: \$570.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Sep 13, 2025	\$570.00	\$0.00	\$0.00	\$570.00

X: _____

X: _____

Date: _____

Date: _____

City of Norwalk Online
Mailing Address: 125 East Ave., Norwalk, CT 06851
Phone Number: (203) 854-7806
Email Address: reregistrationsupport@norwalkct.gov

Mellodye Green-Ragin
Customer ID: 7887
Work Phone Number: (203) 956-6007
Home Phone Number: (203) 667-4218
Cell Phone Number: (203) 667-4218
Email Address: info@sonotainment.com



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

TO: Norwalk Parking Authority Commission

FROM: Bryan Lutz – Assistant Director of Parking

CC: Jay Habansky -Chief of the Economic and Community Development
Sabrina Godeski -Director of the Economic and Community Development
James Travers – Director of Transportation, Mobility and Parking

REF: August 7, 2025 Meeting Agenda Item – Authorizing the Mayor, Harry W. Rilling to execute a contract agreement with Giliberto and Sons, LLC., in the amount of \$638,518 to project NPA2024-02, Aesthetic Enhancements at Yankee Doodle Garage -Painting & Selective Demo.

DATE: July 28, 2025

Memorandum

Background:

The Norwalk Parking Authority (NPA) has prepared documentation to award NPA2024-02, which focuses on aesthetic enhancements through painting at the Yankee Doodle Garage. On June 23, 2025, a bid opening was held, and after a thorough evaluation, the NPA recommends awarding the contract to, Giliberto and Sons, LLC. This recommendation was approved by the NPA Commission at their July 24, 2025 Special Meeting.

The project will be funded using capital funds.

Project Scope

NPA2024-02 encompasses the painting phase of the Yankee Doodle Garage aesthetic enhancement initiative, following the successful completion of last year's concrete repairs project. The scope includes painting the concrete ribs, stairwells, and landings. The ribs will be painted with the community selected color schemes of alternating blue tones, while the stairwells, and landings will have unique identifying colors to assist customers with wayfinding within the facility.

Request

The NPA respectfully request that the following item be added to the agenda for the August 7, 2025 meeting for the Economic and Community Development Committee of the Common Council:

Authorize the Mayor, Harry W. Rilling, to execute a contract agreement with Giliberto and Sons, LLC., in the amount of \$638,518 for project NPA2024-02, Aesthetic Enhancements (Painting & Select Demo) at Yankee Doodle Garage.

Account Numbers:

- 0920 4095 5777 C0303
- 0921 4095 5777 C0303
- 0923 4095 577 7 C0303





MAYOR
Harry Rilling

DIRECTOR
James Travers
jtravers@norwalkct.org

Memorandum

Monday, June 23, 2025

To: Councilperson Goldstein
From: Jim Travers
Subject: Council Approval of AKRF Purchase Order for \$69,283.00

Councilperson Goldstein,

TMP intends to submit a request to approve Common Council authorization for Mayor Rilling to enter into an agreement with AKRF in an amount not to exceed \$69,283.00 (Contract proposal of \$62,985.00 plus a 10% contingency of \$6,298.00) for planning and design services roadway improvements to the section of Cross St/North Ave between Wilton Ave and East Ave.

Recently we have made a request to CTDOT to initiate and construct a plan of this section of U.S. Route 1. CTDOT has completed upgrades to U.S. Route 1 to the east and west of the proposed project area. We strongly believe that CTDOT needs to initiate improvements to this section of U.S. Route 1 as the changes in the road configuration coupled with the higher vehicular travel result in significant congestion and a higher than average crash rate. This section of the corridor has lacked the roadway improvements that have been seen at other sections of the corridor.

It is our intent to secure an independent design team who will study through traffic and turning traffic volumes to establish a corridor that provides a safer roadway for our residents and users. The findings will then provide a baseline for a design review from CTDOT's planning division that delivers improvements acceptable to the City.

I remain available to answer any question you may have.

Thank you.

AKRF will create a concept level design, in AutoCAD format, showing the roadway widened from two (2) lanes to four (4) lanes on Cross Street/North Avenue (Route 1) from Hoyt Street to East Avenue. The following tasks will be performed:

TASK 1 - Traffic Analysis (\$7,500)

- Study intersection:
 - Hoyt Street
 - Main Street
 - Camp Street
 - High Street
 - Father Conlon Place
 - Knight Street
 - Park Street/France Street
 - East Avenue
- AKRF assumes the City will provide AM and PM peak hour turning counts and signal timings at the study intersections.
- Existing conditions and proposed widening conditions will be evaluated. Intersection modifications (i.e. need for a number of turn lanes) to be identified

TASK 2 - Download and Convert Parcel Data (\$2,070)

- Parcel lines will be downloaded from CT.gov 2024 Connecticut Parcel and CAMA Data and converted to CAD shape files.

TASK 3 - Aerials and Basemap (\$10,100)

- Basemapping will be created in AutoCAD using orthoimagery.

TASK 4 - Proposed Roadway Widening (\$15,840)

- Conceptual design will include expansion of the roadway pavement, replacement of pedestrian facilities, and adjacent restoration areas.
 - Sidewalks and Curb ramps will be designed with an ADA-preferred minimum 5-foot width along the corridor.
- CTDOT Highway Design Criteria will be utilized to determine proposed lane and shoulder widths.

TASK 5 - Intersection modification based on traffic analysis (\$15,450)

- Conceptual design will include intersection modification based on the traffic analysis.

TASK 6 - Identify potential ROW acquisitions/takings (\$7,665)

- Identify potential ROW acquisitions/takings needed for the concept level design using 2024 Connecticut Parcel and CAMA Data and basemapping drawn from orthoimagery.
- Areas of ROW acquisitions/takings and ownership will be shown for each parcel on the Conceptual Plans.

TASK 7 - Vehicle Tracking (\$4,360)

- A vehicle swept path analysis will be performed and plans created using Autodesk Vehicle Tracking 2024 for the preferred design vehicle at each modified intersection.

TOTAL COST: \$62,985

Exclusions:

- Survey
- Construction Cost Estimate
- Drainage/Utility Relocation
- Detailed design services (i.e., preliminary design through final design)

FILE: Norwalk Rt 1 Road Widening Concept

TITLE	Senior Officer	Senior Technical Director	Senior Professional	P1	HOURS TOTAL	LABOR TOTAL		TOTAL
EMPL	MB	MJB	SL	RK				
RATE	\$ 260	\$ 235	\$ 200	\$ 155				
SCOPE OF WORK								
TASK 1 - Traffic Analysis						\$ -	\$ 7,500	\$ 7,500
TASK 2 - Download and Convert Parcel Data			2	8	10	\$ 2,070		\$ 2,070
TASK 3 - Aerials and Basemap			10		60	\$ 10,100		\$ 10,100
TASK 4 - Proposed Roadway Widening		4	30		84	\$ 15,840		\$ 15,840
TASK 5 - Intersection modification based on traffic analysis		10	25		80	\$ 15,450		\$ 15,450
TASK 6 - Identify potential ROW acquisitions/takings		4	15		39	\$ 7,665		\$ 7,665
TASK 7 - Vehicle Tracking			8		24	\$ 4,360		\$ 4,360
HOURS TOTAL	18	90	8	181				
DOLLARS/HOUR	\$ 260	\$ 235	\$ 200	\$ 155	297	\$ 55,485	\$ 7,500	\$ 62,985
SUB-TOTAL	\$ 4,680	\$ 21,150	\$ 1,600	\$ 28,055				



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, TMP

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

REF: August Agenda – Authorize the Mayor, Harry W. Rilling to execute an amendment to increase the Fuss and O'Neill contract by \$380,000 for Additional Transportation Engineering and Related Design Services for Wall Street Corridor Improvements – Purchasing Project No. 4149 (Sixth Amendment)

DATE: July 31th, 2025

Memorandum

Fuss and O'Neill was the design consultant selected at the beginning of the Wall Street Corridor Improvement Project. Since the initial plan for betterments in the corridor, TMP, along with the consultant, has held numerous public engagement meetings, as well as gathered necessary data.

The overall project design and scope has grown in size, scale, complexity, and coordination. Since February 2022, the project has expanded to an estimated construction cost of \$31 Million dollars, encompassing several phases, many of which the City has been awarded various State and Federal funds to complete. A total of 18.65 MM in State and Federal Funding has been secured to date along with nearly 2 MM in investments from the Norwalk Parking Authority. The City continues to pursue additional grants to ensure the remaining phases will have money set aside for construction and most recently submitted another application for funding under CTDOTs Community Connectivity Grant Program.

The proposed contract amendment is necessary; specifically, to meet Federal deadlines related to the obligations of 5.5MM Community Project Funding or risk returning federally appropriated funds. Due to Federal funding deadlines all Community Project Funding will be allocated to improvements on Burnell Boulevard (from Belden Avenue to Main Street) and Main Street (from Wall Street to Hoyt Street) as part of Phase II of the Wall Street Corridor Improvements. The project is planned to commence construction in 2026 after the completion of Phase I (the East Wall Street Landmark Square Safety Improvements) and after necessary permits and regulatory approvals have been obtained.

Specifically, this proposal will finalize the Phase II plans, specifications and bid documents as well as advance permitting and regulatory approvals for the entire Wall Street Corridor Improvement project. Amending Fuss & O'Neill's contract will ensure consistency of design, the creation of one holistic plan which covers the larger neighborhood, and best position the City to address the needs of grantors in a timely manner.

- a. Authorize the Mayor, Harry W. Rilling to execute an amendment to increase the Fuss and O'Neill contract by \$380,000 for Additional Transportation Engineering and Related Design Services for Wall Street Corridor Improvements
- b. Authorize the Director of Transportation, Mobility and Parking to execute the amendment to increase the contract with Fuss and O'Neill, for an amount not to exceed \$38,000

Account No. 0926 3750 5777 C0800
0926 3750 5777 C0824

A copy of the RFQ information for Purchasing Department Project Number No. 4149 – Design Services for the Wall Street Corridor Improvements, can be reviewed by following the link

<https://norwalkct.bonfirehub.com/opportunities/49217>

July 29, 2025

Mr. James Travers
 Director of Transportation, Mobility and Parking
 City of Norwalk
 125 East Avenue
 Norwalk, CT 06851-5125

Re: Amendment for Transportation Engineering and Related Services
 Design Services for the Wall Street Corridor Improvements
 Norwalk, Connecticut
 Fuss & O'Neill Reference No. 20210301.A10

Dear Mr. Travers:

At your request, we are pleased to provide this amendment in order to advance our design services scope associated with our agreement entitled "Design Services for the Wall Street Corridor Improvements" dated February 17, 2022. The table below depicts tasks Fuss & O'Neill seeks to add or amend due to the increase in the project size, modified design limits, and expanded scope.

Task	Wall St. Task Descriptions	Action
01	Preliminary Engineering & Survey	Amend – Additional Scope; see below
02	Traffic Operations and Safety Study	Amend – Additional Scope; see below
03	Stakeholder Meetings & Public Involvement	No changes - Active
04	Concept Design	No changes - Active
05	Utility Notification Letter, Meetings & Coordination	Amend – Additional Scope; see below
06	Preliminary Design (30%) – Part 1	Complete
07	Geotechnical Services	No Changes - Active
08	Semi-Final Design (60%) – Part 1	Complete
09	Final Design (100%)	Voided – Reallocated funds to Task 6 in Task Amendment No. 3. Subsequent Amendment necessary to determine level of effort and fee when applicable.
10	Bidding Assistance & Design Services During Construction	Voided – Reallocated funds to Task 6 in Task Amendment No. 3. Subsequent Amendment necessary to determine level of effort and fee when applicable
11	Wall Street LOTCIP Application Assistance	Complete
12	Permitting & Regulatory Coordination	Amend – Additional Scope; see below

Mr. James Travers
July 29, 2025
Page 2

Task	Wall St. Task Descriptions	Action
20	Preliminary Design (30%) – Part 2	Complete
21	Semi-Final Design (60%) – Part 2	Complete
30	USPS – Design Development (DD)	Complete
36	Subset 03 Temporary Conditions Package	New – See Below
40	Final Plans for Review (90%) – Subset 03	New – See Below
45	Final Design (100%) – Subset 03	New – See Below
Task	East Wall St. Task Descriptions	Action
100	Utility Notification, Meetings & Coordination	Complete
200	Final Plans for Review (90%)	Complete
300	Final Design (100%)	Complete
400	Construction Documents	Complete
500	Contingency	Complete

As described in Task Amendment No. 4 and No. 5, the overall project has increased in size, complexity, and coordination. Since February 2022, based on Subsets 4 and 5 Preliminary Design (30%) cost estimates submitted in January 2025 and Subsets 2, 3, 6 and 7 Semi-Final Design (60%) cost estimates submitted in May 2025, the overall project construction cost is approximately \$28,500,000 excluding L102-0004 that is currently under construction which is estimated to cost \$2,500,000 bringing the overall downtown revitalization project to **\$31,000,000**. Many subsets encompass various State and Federal funds already awarded to help build certain segments of the project, while the city continues to seek additional grants to ensure the remaining subsets (Subsets 4 – 6) are ready to be constructed in the future.

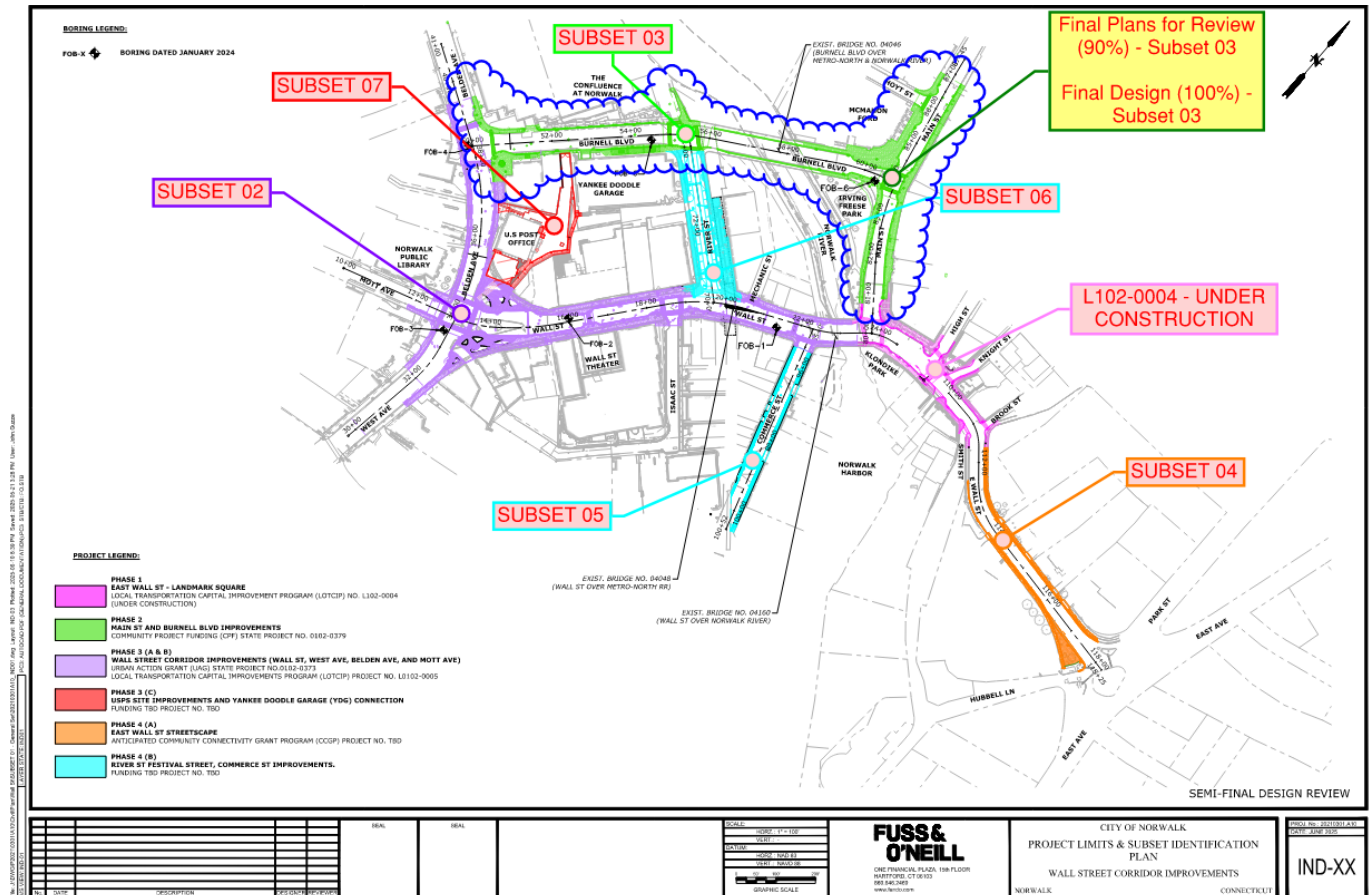
During the Winter and Spring of 2025, Fuss & O'Neill completed the Preliminary Design (30%) – Part 2 and Semi Final Design (60%) – Parts 1 & 2 submissions / deliverables associated with the scope of services and project limits described within Task Amendments (TA) No. 4 and 5. This Task Amendment (TA #6) requests an additional amount of funds necessary to complete the next two design phases (Final Plans for Review [90%] & Final Design [100%]) for the project limits associated with Subset 03 only identified below.

Additional scope items integrated into this amendment include the advancement and completion of Subset 03 test pit explorations as well as permits for the overall project (all Subsets), right-of-way (ROW) maps applicable to Subset 03, review of Norwalk's project wide traffic peer review comments, and a temporary implementation package including a traffic signal plan associated with the two-way conversion of Burnell Boulevard between River Street and Belden Avenue.

Mr. James Travers
July 29, 2025
Page 3

The following scope of services are described hereafter.

Project Limits



**Figure 1 – Final Plans for Review (90%) – Subset 03 &
Final Design (100%) – Subset 03
Project Limits**

Scope of Services

Final Plans for Review (90%) – Subset 03

Final Design (100%) – Subset 03

Fuss & O'Neill will develop a Final Plans for Review (FPFR) (90%) – Subset 03 package as well as a Final Design (100%) – Subset 03 package for the project limits (blue cloud) shown in *Figure 1*. See *Attachment 1* for an updated project phasing / funding earmark graphic associated with the FPFR and FD advancement. Described below are design components, analyses, supplemental investigations, and/or additional data that will be conducted in order to produce both a FPFR and FD package to CTDOT standards.

Mr. James Travers
July 29, 2025
Page 4

Preliminary Engineering & Survey

- 1) Per the SFD (60%) Design Report, numerous Rights-of-Way (ROW) impacts have been identified throughout the project area. F&O will aid the city in acquiring ROW agreements associated with Permanent Easements **for the Subset 03 project limits only**. Supplemental property surveys and boundary information will be retrieved and assessed only for the parcels identified to entail Permanent Easements.

Utilities, Meetings & Coordination

- 2) Conduct additional design and/or coordination meetings with the following entities in order to complete the FPFR & FD submissions to CTDOT standards as well as to achieve each stakeholder's requirements and/or preferences, to the extent possible.

Coordination is through Final Design (100%).

Meetings will consist of but not limited to; providing project status updates, reviewing anticipated schedules and upcoming deliverables, verifying required permit information, confirming 60% design comments, future 90% design comments, and/or solidifying design details and specifications.

- a) Norwalk Transit District (NTD)
 - b) Metro-North Railroad (MNR)
 - c) CTDOT (Local Roads, Bridge Design, and/or OEP)
 - d) CTDEEP
 - e) WestCOG
 - f) City of Norwalk (TMP Department)
 - g) City of Norwalk (Engineering Department)
- 3) Coordinate and attend utility test pits associated with Subset 03 only.
 - 4) Conduct FPFR and FD review meetings for Subset 03 only.

FPFR & FD – Plans, Details, Specifications, Estimates, Analyses, Reports, Permitting, & ROW

The FPFR & FD packages will include time to properly advance, further annotate, plot, and complete the presentation the plans depicting various construction funding limits or earmarks based on the city's current list of State and/or Federal funding platforms for Subset 03 only, see *Attachment 1*.

- 5) F&O will advance the Semi-Final Design (60%) drawings for Subset 03 shown within *Figure 1* to advance the overall design to 90% and 100% per CTDOT standards.
- 6) F&O will complete and finalize all remaining construction details.

Mr. James Travers
July 29, 2025
Page 5

- a) Special attention will be given to the additional NTD bus shelters / canopies, the last major design component to evaluate during the 90% design phase.
- 7) F&O will develop all draft Technical Specifications or "Special Provisions" during the 90% phase and complete these specifications during the 100% phase.
 - a) The SFD submission identified more than 45 specifications to produce for Subset 03.
- 8) F&O will expand the Subset 03 SFD cost estimate to provide draft booklets identifying what materials shall be paid where due to the various construction funding sources during the 90% phase and complete this estimate booklet during the 100% phase. Such funding sources may consist of:
 - a) Urban Action Grant Funds
 - b) Federal Appropriation Funds
 - c) City Capital / Responsible or Non-Participating Funds
- 9) F&O will advance and complete the drainage, photometric, and structural load analyses based on any SFD comments for Subset 03 only as well as complete the overall traffic and geotechnical reports.
 - a) The Stormwater Report will not be updated.
- 10) F&O will advance the overall project Design Report for updates associated with the overall traffic analysis and material / data associated with Subset 03 only.
 - a) The final Geotechnical Report as described in TA #4 will be integrated into the Design Report.
- 11) F&O will prepare all required permits and/or permit applications identified in the SFD (60%) Design Report through coordination with the DOT, DEEP, and/or the City of Norwalk.
- 12) F&O will aid the City of Norwalk by producing customized ROW Maps to acquire all permanent easements **for Subset 03 only**.

Subset 03 Temporary Conditions Package

Fuss & O'Neill is aiding in developing an interim implementation package for Subset 03 associated with the two-way conversation set to take place in August 2025 between River Street and Belden Avenue on Burnell Boulevard due to the pulse hub adjustments the Norwalk Transit District is proceeding with.

While the city will be monitoring adjacent signalized intersections that reside within the established project limits to ensure the temporary modifications to Burnell and Belden signal infrastructure will not significantly impact the existing roadway network surrounding the two-way conversion, F&O will develop a temporary traffic signal plan to convey the necessary modifications and/or new appurtenances required to implement the interim conditions. A temporary pavement marking and signing plan will also be developed by the City of Norwalk between Belden Avenue and River Street conveying what the roadway area shall be striped and signed with until the final conditions are constructed approximately a year later.

The above-mentioned work has been authorized under the existing on-call services agreement.

Mr. James Travers
July 29, 2025
Page 6

TASK 01 – Preliminary Engineering & Survey

Supplemental Survey & ROW Maps

- Additional topographic survey will be conducted at the following properties in order to produce formal permanent easement maps.
 - 11 Belden Ave (N/F 587 CT Ave LLC) – Defined Traffic Easement (for new pedestrian signal and other traffic equipment)
 - 26 Belden Ave (N/F RK Norwalk LLC – Living Norwalk LLC) – Permanent Easement (for additional city sidewalk and bus shelter / bench)
 - 14 Belden Ave (N/F A and B Associates) – Permanent Easement (for sidewalk and trail connection improvements)
- The following ROW Maps will be developed and customized based on the level of property impact(s):
 - Construction Rights – **Not Included.**
 - Construction Rights are not compensatory ROW activities as they are not needed to construct the project, only meant to improve conditions on private property.
 - Temporary Construction Easements – **Not Included.**
 - Formal maps identifying an approximate area large enough to capture the proposed improvements that are necessary to build the project.
 - Temporary Construction Easements are compensatory ROW activities as they are needed to construct the project.
 - Permanent Easements – **Included.**
 - Formal maps identifying an exact area for the use of a specific purpose that will be a recorded with the City's clerks office per City, State, and/or Federal standards.

TASK 02 – Traffic Operations and Safety Study

Updated Traffic Analysis Report

- Fuss & O'Neill will update May 2025 overall Traffic Analysis Report based on comments received from the SFD (60%) submission on May 23, 2025 and provided by both the city and their peer review team. Applicable information will be enhanced, clarified, and recompiled both as a separate deliverable as well as integrated as an Appendix into the overall project Design Report.

TASK 05 – Utilities, Meetings & Coordination

Meetings

- Conduct and attend up to a total of 8 virtual and 2 in-person design and/or coordination meetings with the following entities:
 - Norwalk Transit District (NTD)
 - Metro-North Railroad (MNR)

Mr. James Travers
July 29, 2025
Page 7

- CTDOT (Local Roads, Bridge Design, and/or OEP)
 - CTDEEP
 - WestCOG
 - City of Norwalk (TMP Department)
 - City of Norwalk (Engineering Department)
- Conduct a FPFR and FD review meeting.
- F&O will reconnect with all utility representatives who attended all prior utility coordination meetings and who have facilities impacted within the overall project area to inform them of the FPFR & FD advancements, updated drawings, and to retrieve utility work schedules.

Test Pits

- This activity shall include labor, equipment, and materials to locate the proposed test pit locations, monitor the operation, and collect required information **within the Subset 03 project limits only**.
 - Five (5) days of test pits are included for one (1) F&O staff member to attend & record pertinent information.
- F&O will incorporate the information gathered from the requested test pits in order to continue advancing the design. All test pits must be performed prior to or during the start of the Final Plans For Review (90%) phase.
- It is assumed the city will hire a sub-contractor or utilize city staff (DPW or highway department) to perform the work which shall include coordination with CBYD, traffic control, waive permits, etc.

TASK 12 – Permitting & Regulatory Coordination

Local Permitting

Norwalk Department of Public Works (DPW)

Encroachment, Driveway, and Tree Permit

- The Norwalk Department of Public Works Permit Division oversees several permits related to encroachment, sanitary sewer, driveways, fill and excavation, and tree removal and trimming.
 - Based on the activities proposed, Wall Street Corridor Improvements projects will require Encroachment (Road, curb of or sidewalk excavation, and blocking detouring or staging on of road or sidewalk), Driveway (Curb cuts modifications, closures, new and construction access), and Tree permits (Removal of city trees) from the DPW. A Stormwater System Design Plan and Report Checklist will need to be included in the permit application due to the proposed modifications to the existing stormwater system.

Mr. James Travers
July 29, 2025
Page 8

Norwalk Inland Wetlands Commission

Inland Wetlands Permit

- Any activity impacting a wetland, watercourse, or its upland review area is regulated (i.e., must go through regulatory review) and will require a permit from the Norwalk Inland Wetlands Commission.
 - The Norwalk River, north of Wall Street, is considered an inland watercourse. No work is proposed directly within a wetland or watercourse. However, portions of the project will occur within the upland review area and therefore, a wetlands permit will be required.
 - Under this scope, we will prepare and submit the required permit application documentation, including supporting materials (e.g., mapping, narrative description of proposed activities, impact assessment), for review by the Norwalk Inland Wetlands Commission.

Norwalk Planning and Zoning

Coastal Site Plan Review (CSPR)

- CSPR is the process through which proposed development projects within the designated coastal boundary area must be reviewed by municipal planning and zoning agencies to ensure that the potential adverse impacts of the proposed activity on both coastal resources and future water-dependent development activities are acceptable.
 - The Wall Street Corridor Improvements project falls within the Norwalk Coastal Area Management Zone. In accordance with the Connecticut General Statutes Section 8-24 for Municipal Projects, the proposed project will have to go through the CSPR process.

Zoning Permit – Filling Excavation and/or Grading and Flood Management

- Any project involving excavation, grading, or ground disturbance is required to submit a Filling, Excavation, and/or Grading Form accompanied by a site plan showing existing conditions and all proposed grading activities, sedimentation & erosion controls, and stormwater drainage management.
- The City of Norwalk is a participating community of the National Flood Insurance Program (NFIP), which dictates specific requirements for floodplain development. Projects within a Flood Hazard Zone Overlay are required to submit a Flood Management Form.
 - Work within the road right-of-way is exempt from the need for a Site Plan Review for proposed work. However, a zoning permit through the City of Norwalk will still be required for work involving Filling, Excavation, and/or Grading and work within a Flood Zone.

State Permitting

CT Department of Energy and Environmental Protection (CT DEEP)

Flood Management Certification

- A Flood Management Certification (FMC) is required for projects involving a state agency action—such as funding, permitting, or construction—that are located within a floodplain or that may impact natural or constructed stormwater drainage systems. In accordance with Connecticut General Statutes (CGS)

Mr. James Travers
July 29, 2025
Page 9

Section 25-68d, the FMC process ensures that state-funded or federally-funded activities are designed to minimize flood hazards and do not adversely affect flood storage, conveyance, or floodplain resources.

- Portions of the Wall Street Corridor Improvements project will be either state or federally funded. While no work is being conducted within the regulatory floodway or its banks, portions of the project are located within designated floodplains. Work associated with the Burnell Boulevard and Wall Street bridges is limited to milling, repaving and sidewalk installation. Because the project includes modifications to the existing stormwater drainage system and is partially state / federally funded, this scope of work includes the preparation and submission of Form G, the standard application used to obtain coverage under the Flood Management General Permit (FMGP) administered by the CT DEEP.
- The FMGP provides regulatory authorization for minor, low-impact activities within or affecting designated floodplain areas, where a full Flood Management Certification (FMC) is not required.

General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities

- The CT Department of Energy and Environmental Protection (CT DEEP) requires coverage under the General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities for any project that will disturb one acre or more of land. This permit applies to construction-related activities that result in stormwater runoff or dewatering discharges, and includes requirements for the preparation and implementation of a Stormwater Pollution Control Plan (SWPCP) to prevent pollution of waters of the state during construction.
 - The Wall Street Corridor Improvements project will result in the disturbance of approximately 9.3 acres of land. As the total area of disturbance exceeds one acre, the project will require registration under the CT DEEP General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities. A SWPCP must be prepared and implemented in accordance with the requirements of the permit.

CT Department of Transportation (CTDOT)

Office of the State Traffic Administration (OSTA) Certificate

- OSTA is responsible for ensuring the signs, markings, and traffic signals (traffic control devices) for the driving laws in Connecticut meet National standards. Certificates issued for Major Traffic Generators (large land use changes) and other roadway markings/special uses issues. An OSTA certificate is required for the modification of traffic signals.
 - Belden at Burnell – Interim Condition
 - Belden at Burnell – Final Condition
 - Mott / Wall / West / Belden
 - Issaac at Wall
 - Commerce at Wall

Historic and Tribal Consultations

Historic and Tribal resource consultation will be completed to satisfy both state and federal requirements associated with the Wall Street Corridor Improvements project. The project's use of state and federal funding triggers review under the Connecticut General Statutes (CGS) Sections 4b-4 and 10-321 and Section 106 of the

Mr. James Travers
July 29, 2025
Page 10

National Historic Preservation Act (NHPA). Under this scope of work, we will prepare draft documentation to support coordination with the Connecticut State Historic Preservation Office (SHPO) and federally recognized Tribes, as required. F&O has assumed CTDOT / OEP will lead the effort to directly coordinate with application agencies to achieve an approval. Time is not included to directly coordinate with such offices.

Key elements of the historic and tribal consultation include:

- SHPO Review:
 - Required for potential impacts to historic and archaeological resources, including properties listed in or eligible for the National Register of Historic Places (NRHP)
 - Resources include the Wall Street Historic District, Norwalk Public Library, Yankee Doodle Garage, and other previously surveyed structures
- Section 106 Compliance:
 - Coordinated by the Connecticut Office of Environmental Planning (OEP) for federally funded project components under the 2018 Programmatic Agreement
 - OEP will make effect determinations in consultation with SHPO and relevant stakeholders
- Tribal Coordination:
 - OEP will notify Tribes with an expressed interest in Fairfield County, including:
 - Mashantucket Pequot, Mohegan, Narragansett, Wampanoag Tribe of Gay Head (Aquinnah), Delaware Nation, Delaware Tribe of Indians, and Stockbridge-Munsee Community
 - Consultation will assess potential effects on properties of religious or cultural significance
- Archaeological Potential:
 - The project area has a low probability for undocumented archaeological sites based on existing soils data and prior studies.
 - An archaeological survey is not anticipated.

If additional review, investigation, or mitigation is required, a separate scope of services will be provided.

Federal Permitting

Federal Emergency Management Agency

The project involves work on two bridges over the Norwalk River, which lies within the Regulatory Floodway, as well as limited work within the adjacent floodplain. To determine FEMA permitting requirements, updated hydraulic modeling will be performed to evaluate existing and proposed conditions.

Potential FEMA submittals include:

- No Rise Certification – Required if work occurs within the regulatory floodway and demonstrates no increase in base flood elevation, floodway elevation, or width.
- Conditional Letter of Map Revision (CLOMR) – Required prior to construction if modeling indicates any increase (≥ 0.01 ft) in base flood elevation due to the project.

Mr. James Travers
July 29, 2025
Page 11

- Letter of Map Revision (LOMR) – Submitted post-construction to formally revise FEMA flood maps if hydrologic conditions are altered.

Hydraulic modeling will inform whether a No Rise Certification, CLOMR, or LOMR is needed. Coordination with FEMA and the local floodplain administrator will follow based on modeling outcomes. If supplemental evaluations and/or assessments are needed to suffice the above-mentioned FEMA certification, a separate amendment is required.

United States Department of Transportation Federal Highway Administration (FHWA)

Air Quality Regional Conformity

Transportation conformity under the Clean Air Act ensures federally funded highway and transit projects comply with the State Implementation Plan (SIP) for air quality. This requirement applies in nonattainment or maintenance areas for pollutants such as ozone, carbon monoxide, and particulate matter. In Connecticut, CT DOT demonstrates regional conformity for projects included in the Long Range Transportation Plan (LRTP) and the Statewide Transportation Improvement Program (STIP). Projects that are regionally significant must be part of a conforming plan and TIP to proceed with federal funding or approvals.

- Further review is required based on the NEPA process. Portions of the project using federal funding constitute a federal action and are subject to federal environmental review, including the Clean Air Act and NEPA. The project is not currently included in the STIP or TIP, so a regional air quality conformity determination may be needed before federal authorization. Based on the proposed scope, the project may qualify for an Individual Categorical Exclusion (CE) under 23 CFR 771.117, pending FHWA review and approval. The project will be evaluated to determine exemption from a project-level PM_{2.5}/PM₁₀ hot-spot analysis under 40 CFR 93.123(b)(1).
- Due to potential changes in traffic patterns or volumes, portions of the project may require consideration of Mobile Source Air Toxics (MSAT) effects. Under this scope, time has been assumed for a qualitative MSAT assessment. If this assessment indicates potential significant impacts, a quantitative MSAT analysis may be required in accordance with FHWA guidance. Should additional quantitative analysis or documentation be required, this will be included as part of a separate scope of services.

National Environmental Policy Act (NEPA)

- Under the National Environmental Policy Act (NEPA), an environmental review is required when a federal agency action—such as the provision of federal funding, approval of a project, or issuance of a permit—has the potential to significantly affect the environment. For transportation projects, the Federal Highway Administration (FHWA) typically leads NEPA compliance. Routine maintenance or improvements within existing rights-of-way that pose minimal environmental impact may qualify for a Categorical Exclusion (CE), avoiding more extensive review.
- Federal funding for improvements on Burnell Boulevard and Main Street triggers NEPA compliance. Given the primarily surface-level work within existing rights-of-way, **a CE is anticipated**. We have

Mr. James Travers
 July 29, 2025
 Page 12

assumed a formal NEPA determination will be coordinated with FHWA and CTDOT and F&O has included time to validate this. Additionally, preliminary screening indicates no significant impacts to wetlands, endangered species, cultural resources, or environmental justice communities. Should a more extensive review be required, a separate scope of services will be provided.

Section 4(f)

Further review is required to determine if Section 4(f) evaluation and documentation will be necessary for the Wall Street Corridor Improvements project. Section 4(f) of the US DOT Act protects publicly owned parks, recreation areas, wildlife refuges, and historic sites from project impacts unless no feasible and prudent alternatives exist and all measures to minimize harm have been taken.

- Portions of the federally funded project are adjacent to Irving Freese Park, a publicly owned recreational resource. Section 4(f) applies if temporary or permanent right-of-way is needed or if project impacts substantially impair park use.
 - Due to the temporary construction easements needed which entails no changes in ownership, no adverse effects, construction activities are minor in nature, no negative impacts to resources, and the proposed conditions include expanding green space, it is assumed Section 4(f) is not needed.
- The project area includes historic districts and properties listed or eligible for the National Register of Historic Places. Section 4(f) applies if right-of-way acquisition or adverse effects occur to these historic resources.
 - It is anticipated that no adverse effects will occur to surrounding historic resources and no ROW acquisitions are proposed.

If Section 4(f) evaluation is required beyond the upfront documentation and information gathering, it will be conducted under a separate scope of services.

United States Fish and Wildlife Services (USFWS)

Endangered Species Act (ESA) Section 7 Consultation

- If federal funding or permits are involved, a USFWS Information for Planning and Consultation (IPaC) review is required under ESA Section 7 to assess impacts on federally listed species and critical habitats. Further consultation may be needed if impacts are identified.
- USFWS data show potential presence of the Northern Long-Eared Bat (*Myotis septentrionalis*), Roseate Tern (*Sterna dougallii dougallii*), and Rufa Red Knot (*Calidris canutus rufa*) near the project area; however, no suitable habitat exists onsite. A No Effect Determination has been obtained from CT DOT. Reporting for the Northern Long-Eared Bat will be completed by OEP's Natural Resources Planning Unit as part of the Permit Need Determination process.

We have assumed this documentation will be sufficient to meet all regulatory and permitting requirements for the project. Time has been allocated to prepare an updated IPaC, if required.

Mr. James Travers
July 29, 2025
Page 13

TASK 36 – Subset 03 Temporary Conditions Package

Interim Two-way Conversation Package

- Fuss & O'Neill will aid in developing an interim implementation package for Subset 03 associated with the two-way conversation set to take place in August 2025 between River Street and Belden Avenue on Burnell Boulevard due to the pulse hub adjustments the Norwalk Transit District is proceeding with.
 - The city will monitor adjacent signalized intersections during the two-way conversion transition.
 - A pavement marking and signing plan will be developed by the city within the existing roadway cross section in order to provide a temporary condition until the final conditions are constructed.
 - A temporary traffic control plan will be provided by F&O conveying necessary appurtenances and/or adjustments required to host the two-way conversion.
 - A cost estimate is not included to budget the temporary conditions.
- The above-mentioned work has been authorized under the existing on-call services agreement.

TASK 40 – Final Plans for Review (90%) – Subset 03

Respond to SFD Comments

- F&O will develop a comprehensive Response to Comments (RTC) document addressing comments from various State agencies and City departments in regards to the Semi-Final Design (60%) submission for Subsets 03 in order to progress the overall design into the Final Plans for Review (90%) phase. It is assumed that all SFD comments will be provided at prior to the initiation of FPFR design.

FPFR Plans & Details

Horizontal and Vertical Design plus Layout

- F&O will advance the proposed geometry, horizontal alignments, vertical baselines and lock in all layout components (curb-lines, sidewalks, ramps, crossings, etc.) for Subset 03's project limits.

Advancement of Drawings

Fuss & O'Neill will advance the SFD drawings to that of a 90% design submission. The plans that will be further progressed are:

- Cover Sheet
- General Notes
- Index Plan & Boring Locations
- Boring Log Sheets
- Miscellaneous Details in addition to;
 - Streetscape Details
 - Structural Canopy Details
 - Structural Bridge Details

Mr. James Travers
 July 29, 2025
 Page 14

- Electrical Details
- Maintenance & Protection of Traffic Plans
- CTDOT Traffic & Highway Guide and Standard Detail Sheets
- Subset 03's Index of Drawings Plan
- Existing Conditions Plans
- Typical Sections
- Alignment and Layout Plans
- Roadway Construction Plans
- Streetscape and Hardscape Plans
- Burnell Corner Plaza Plans
- Roadway Profiles
- Drainage Demolitions Plans
- Drainage and Erosion & Sedimentation Control Plans
- Grading Plans
- Electrical Design Plans
- Photometric Plans
- Signing and pavement Marking Plans
- Utility Relocation Plans
- Roadway Cross Sections
- Traffic Signal Plan
 - Burnell at Belden

New Drawings, if necessary

Detour Plans

- Draft detour plans will be generated to accompany the MPT / Staging plans, if necessary.
 - Sign layout, annotation detailing (dimensions, drums / cone spacing, etc.) will be depicted, if necessary

Bid Package & Specifications

- F&O will provide a draft of all technical specifications or "special provisions".
 - It is anticipated that over 45 specs will be necessary to develop for Subset 03.
- F&O will request and coordinate with the City on all necessary front-end boilerplate or city specific materials / documents.
- F&O will generate unit cost bid tabulation forms.
- F&O will create a draft Calendar Day Chart
 - To be submitted as a standalone document.
- The overall intent is to develop a coordinated and holistic draft bid package for review.

Mr. James Travers
July 29, 2025
Page 15

FPFR Construction Cost Estimates

- F&O will advance the SFD construction costs to a 90% design level based on available and/or recently awarded State & Federal projects, for Subset 03.
 - This cost estimate will be used to generate the Bid Forms / Contractor Bid Tabs that will reside within the project Bid Project in addition to creating an estimate booklet providing information for both the city and the CE&I team identifying what material will be paid where depending on the funding allocations and project limits.

Drainage: Design

- F&O will update the SFD drainage model within the Subset 03 area in order to address any 60% design comments and to ensure all proposed drainage infrastructure is adequately designed.
- F&O will not be updating and resubmitting a Stormwater Report at this time.

FPFR Design Report

- The SFD Design Report will be advanced and updated to include the latest information, schedule, and construction cost.
 - Updates associated with the overall traffic analysis and material / data associated with Subset 03 only will be advanced.
 - The Geotechnical Report will be included as part of the FPFR deliverable if prepared and ready, otherwise it will be included within the FD package.
 - Provide a brief narrative or pro's / con's list associated with the evaluation and assessment conducted surrounding a proposed roundabout at the intersection of Mott / Belden / West / Wall

Final Plans for Review (90%) Submission

The FPFR Submission will consist of the following materials in Portable Document Format (PDF):

- Electronic copy consisting of:
 - Response to Comments (RTC) document
 - Plans
 - ROW Maps
 - Bid Package
 - Including technical specifications
 - Estimates
 - Design Report
 - Calendar Day Chart

Post-Submission Tasks

- Provide Updated Plans to Utility Companies
- Coordinate with permitting agencies
- FPFR Review Meeting

Mr. James Travers
July 29, 2025
Page 16

TASK 45 – Final Design (100%) – Subset 03

Respond to FPFR Comments

- F&O will develop a comprehensive Response to Comments (RTC) document addressing comments from various State agencies and City departments in regards to the Final Plans for Review (90%) submission for Subsets 03 in order to progress the overall design into the Final Design (100%) phase. It is assumed that all FPFR comments will be provided at prior to the initiation of FD design.

FD Plans & Details

Finalization of Drawings

Fuss & O'Neill will finalize the FDFR drawings to that of a 100% design submission. The plans that will be finalized are:

- Cover Sheet
- General Notes
- Index Plan & Boring Locations
- Boring Log Sheets
- Miscellaneous Details in addition to;
 - Streetscape Details
 - Structural Canopy Details
 - Structural Bridge Details
 - Electrical Details
- Maintenance & Protection of Traffic Plans
 - Detour Plans, if necessary
- CTDOT Traffic & Highway Guide and Standard Detail Sheets

- Subset 03's Index of Drawings Plan
- Existing Conditions Plans
- Typical Sections
- Alignment and Layout Plans
- Roadway Construction Plans
- Streetscape and Hardscape Plans
- Burnell Corner Plaza Plans
- Roadway Profiles
- Drainage Demolitions Plans
- Drainage and Erosion & Sedimentation Control Plans
- Grading Plans
- Electrical Design Plans
- Photometric Plans
- Signing and pavement Marking Plans

Mr. James Travers
July 29, 2025
Page 17

- Utility Relocation Plans
- Roadway Cross Sections
- Traffic Signal Plan
 - Burnell at Belden

Bid Package & Specifications

- F&O will finalize all technical specifications or “special provisions”.
- F&O will finalize unit cost bid tabulation forms.
- F&O will finalize a Calendar Day Chart
 - To be submitted as a standalone document.
- The overall intent is to develop a coordinated and holistic draft bid package for bidding purposes.

FPFR Construction Cost Estimates

- F&O will finalize the FPFR construction costs to a 100% design level based on available and/or recently awarded State & Federal projects and complete an estimate booklet for Subset 03.

FD Design Report

- The FPFR Design Report will be finalized to include the latest information, schedule, and construction cost.

Final Design (100%) Submission

The FD Submission will consist of the following materials in Portable Document Format (PDF):

- Electronic copy consisting of:
 - Response to Comments (RTC) document
 - Plans
 - ROW Maps
 - Bid Package
 - Including technical specifications
 - Estimates
 - Design Report
 - Calendar Day Chart

Post-Submission Tasks

- Provide Updated Plans to Utility Companies

Mr. James Travers
July 29, 2025
Page 18

Assumptions

The scope detailed above was developed with the following assumptions. Should any of these assumptions prove to be incorrect, additional scope and fee may result.

1. If applicable, all assumptions within the February 17, 2022 agreement apply.
2. The Final Plans For Review (90%) design phase and Final Design Submission (100%) are for Subset 03 project limits only.
3. Aiding in developing construction ROW maps for all other project subsets other than Subset 03 and/or the advancements associated with the USPS site ROW agreements, maps, etc. are not included within this agreement.
4. Aiding in developing Temporary Construction Easement maps or Construction Rights are not included in this agreement.
5. The advancement of the overall project Stormwater Report is not included.
6. Coordination with the above-mentioned stakeholders, agencies, city departments etc. for project areas outside of Subset 03 are not included at this time except for those items associated with permits.
7. The design of any components or features associated with the Norwalk Transit ITS infrastructure is not included.
8. It is assumed no other future developments and/or traffic counts will be analyzed as part of the traffic report enhancements.
9. City of Norwalk TMP Department to attend, represent, and provide information to any permitting council, board, and/or commission meetings if necessary.
10. City of Norwalk TMP Department will be responsible for abutter notifications related to any Local, State, and/or Federal permitting.
11. City of Norwalk responsible for all permit application fees to various Local, State, and/or Federal agencies.
12. The coordination and/or approval of any CTDOT Rails or MNNR permits / agreements are not included. Commerce Street's at-grade crossing may entail further coordination, but such agreements will be further evaluated once Subset 05 (Commerce Street) is advanced to its' next design phase (90%).
13. City of Norwalk will onboard, administer, and pay for a Contractor to perform field test pits at the recommended sites in addition to waiving any permits, fees, and/or sufficing any traffic control responsibilities.
14. Fuss & O'Neill will prepare all permits outlined in Task 12. However, it is anticipated that coordination and submission of CTDOT permits will be handled by either CT Local Roads and/or the CT Office of Environmental Planning (OEP).
15. The following permits have been assessed and determined to be not required, and therefore they are excluded from this task amendment:
 - General Permit for Water Resources Construction Activities (CT DEEP)
 - Connecticut Environmental Policy Act (CEPA)
 - 401 Water Quality Certification (CT DEEP)
 - Non-Consumptive Water Diversion (CT DEEP)
 - Encroachment Permit (CT DOT)
 - ESA Section 7 Consultation (NOAA)
 - Section 404 Permitting (USACE)
 - Section 408 Permit (USACE)

Mr. James Travers
July 29, 2025
Page 19

- MS4 Permit

16. An estimated construction cost to implement the interim two-way conversation is not included.

Task	Description	Basis	Fee
01	Preliminary Engineering & Survey	Lump Sum	\$15,000
02	Traffic Operations and Safety Study	Lump Sum	\$6,000
05	Utilities, Meetings & Coordination	Lump Sum	\$43,000
12	Permitting & Regulatory Coordination	Lump Sum	\$74,000
40	Final Plans for Review (90%) – Subset 03	Lump Sum	\$172,500
45	Final Design (100%) – Subset 03	Lump Sum	\$69,500
	TOTAL LUMP SUM FEE		\$380,000

Fees

Fuss & O'Neill proposes an additional budget of **\$380,000** be established for professional services in support of this effort as outlined above. Fees are shown on the summary tables below.

Task	Description	Basis	Current Fee	Add'l Fee	Total Fee
01	Preliminary Engineering & Survey	Lump Sum	\$130,000	\$15,000	\$145,000
02	Traffic Operations and Safety Study	Lump Sum	\$17,000	\$6,000	\$23,000
05	Utilities, Meetings & Coordination	Lump Sum	\$111,000	\$43,000	\$154,000
12	Permitting & Regulatory Coordination	Lump Sum	\$19,000	\$74,000	\$93,000
40	Final Plans for Review (90%) – Subset 03	Lump Sum	\$0	\$172,500	\$172,500
45	Final Design (100%) – Subset 03	Lump Sum	\$0	\$69,500	\$69,500

Total Add'l Fee
\$380,000

Direct costs for any reproductions, mileage and mailings are included in the above cost. Fees are valid for 90 days. If authorization extends beyond this duration, Fuss & O'Neill reserves the right to renegotiate the fee.

This amendment will be completed under the Terms and Conditions of our original agreement titled "Design Services for the Wall Street Corridor Improvements" and dated February 17, 2022.

Mr. James Travers
July 29, 2025
Page 20

Unless expressly instructed by the client to the contrary, Fuss & O'Neill will consider the data provided by organizations that are engaged with respect to mapping current climate conditions and follow the recommendations of applicable municipal, state and/or federal guidelines and standards for design, including consideration of project purpose and location, and future climate conditions relevant to the design life and/or anticipated service life or duration of the project, using applicable available data relevant to the project geography.

Receipt of a signed copy of the Authorization to Proceed enclosed with this amendment will serve to authorize the work outlined in the Scope of Services. Thank you for requesting consulting service from Fuss & O'Neill. We look forward to continuing our work with you on this project.

Sincerely,



John A. Guzze, PE
Project Manager



Kristen E. Solloway, PE
Vice President

Attachments: Authorization to Proceed
Attachment 1

Authorization to Proceed

Kristen E. Solloway, PE
Fuss & O'Neill
One Financial Plaza, Floor 15
Hartford, CT 06103

Re: Amendment for Transportation Engineering and Related Services
Design Services for the Wall Street Corridor Improvements
Norwalk, Connecticut
Fuss & O'Neill Reference No. 20210301.A10

Budget: \$380,000.00

Dear Ms. Solloway:

I hereby authorize Fuss & O'Neill to proceed with the above-referenced project in accordance with the General Terms and Conditions date February 17, 2022 and this Amendment dated July 29, 2025. Fuss & O'Neill, Inc. will not work in advance of the executed authorization to proceed.

Printed Name	Date
Signature	Title

City of Norwalk – *please complete information below.*

*Submit invoice as follows (✓ one →):	_____ Mail	_____ Email	_____ Online
Billing Contact:	Name:		
	Address:		
	Phone/Email:		
Accounts Payable Contact:	Name:		
	Address:		
	Phone/Email:		
Purchase Order Number:			

*** Indicate address, email address and website link if different than already provided.**

Wall Street Corridor Improvements Concept Plan: Phases 1 - 4



Project Phase: 3b

Title: Wall Street (Wall Street, West Avenue, Belden Avenue and Mott Avenue) - DOT01020373GR (State Project No. 0102-0373)
Status: 30% Design
Schedule: Construction Start, Q2 2028
Committed Funding: \$3,500,000 State Urban Action Grant

Project Phase: 1c

Title: Yankee Doodle Garage Facade Improvements
Status: Phase I: Completed Q1 2025
Phase II: Bid Posted
Schedule: Phase 2 start Q2 2025
Committed Funding: \$4,000,000 City Capital Funding

Project Phase: 2

Title: Belden Avenue/Burnell Boulevard Roadway/Main Street Streetscape Improvements (State Project No. 0102-0379)
Status: 30% Design
Schedule: Construction Q2 2026
Committed Funding: \$5,500,000 Community Project Funding (Federal Appropriation)

Note: Future concepts to replace the roundabout at Main Street and Burnell Boulevard with a T-intersection

Project Phase: 4a

Title: East Wall Street Streetscape Improvements
Status: 30% Design
Schedule: TBD
Funding: Seeking Funding

Project Phase: 4b

Title: River "Festival" Street/Commerce Drive Streetscape Improvements
Status: 30% Design
Schedule: TBD
Funding: Seeking Funding

Project Phase: 1b

Title: Isaacs Street Streetscape Improvements
Schedule: 61 Wall Street Place Development (Under Construction), Road/Streetscape Improvements to be completed as Off-Site Improvements by Developer
Funding: \$4,400,000 City Capital

Project Phase: 1a

Title: Landmark Square Safety, Accessibility and Streetscape Improvements L102-0004
Status: Under Construction
Schedule: NTP 8/05/2024 Anticipated Completion 2025
Committed Funding: \$2,438,521.70 (State LOTCIP) \$34,680 (City Capital)

Phase 3b

Phase 1c

Phase 4b

Phase 1a

Phase 3a

Phase 1b

Phase 4b



CITY OF NORWALK
CONSERVATION OFFICE
1 2 5 E A S T A V E . , N O R W A L K , C T 0 6 8 5 6

MEMORANDUM

DATE: July 25, 2025
TO: Jay Habansky, Chief of Economic and Community Development
FROM: Alexis Cherichetti, Senior Environmental Officer/Assistant Director
RE: **ECD Committee Agenda for August 7, 2025 meeting**

The Conservation/P&Z Office received a grant from the National Fish & Wildlife Foundation in 2022 to develop a Citywide Flood Resilience Plan. The grant provides a total of \$211,750 of reimbursement as the scope of work is completed.

To advance this project, a Request for Proposals (RFP) was issued April 15, 2025 seeking a qualified planning consultant to develop the plan.

On May 6, 2025, the Purchasing Agent received five (5) bid packages from various planning/engineering firms. The Selection Committee invited the three (3) most qualified firms to interview on June 4, 2025. Following a day of interviews, AECOM Technical Services Inc. was selected as the most qualified firm for the project. AECOM provided a Scope of Services that fit within the cost limits dictated by the grant funding.

I request that the following item be placed on the agenda for the August 7, 2025 meeting of the Economic & Community Development Committee of the Common Council:

Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and AECOM Technical Services, Inc., for Professional Consulting Services for the development of a Citywide Community Flood Resilience Plan, for a sum not to exceed of \$192,500. Funding: NFWF Grant

Account No. 36 3730 5258 G0051
36 3730 5298 G0051

Thank you!



Joshua Goldstein, Chair
Economic & Community Development Committee
125 East Ave
Norwalk, CT 06851

RE: DOT Agreement for SONO Sign

Chair Goldstein,

The Connecticut Department of Transportation is seeking to renew the standard State of Connecticut license agreement regarding the maintenance of the SONO sign located under the railroad trestle on Washington Street. In the past, the Norwalk Redevelopment Agency has managed such maintenance. After internal discussion and review from Corporation Counsel, City of Norwalk has agreed to assume responsibility for the license agreement and seeks approval from the Common Council. The standard agreement that has been review by Corporation Counsel has been attached for review.

I request that the following item be placed on the August 7, 2025 agenda of the Economic and Community Development Committee of the Common Council:

Authorize the Mayor, Harry Rilling, to execute an Agreement between the City of Norwalk and Commissioner of the Department Transportation regarding the occupation of rail infrastructure for the maintenance of SONO sign under the railroad trestle on Washington Street.

Regards,

Jay Habansky, AICP
Chief of Economic & Community Development
City of Norwalk, CT
125 East Ave
Norwalk CT 06851

**LICENSE AGREEMENT
FOR OCCUPATION OF RAIL INFRASTRUCTURE**

This LICENSE AGREEMENT ("Agreement") is entered into by and between the State of Connecticut, acting herein by its Commissioner of the Department of Transportation ("Licensor" or "CTDOT"), with an address of 2800 Berlin Turnpike, Newington, Connecticut, 06111, and Norwalk Redevelopment Agency ("Licensee"), a municipal organization, having a principal place of business at 3 Belden Avenue, Norwalk, Connecticut, 06850. Licensor and Licensee may each be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Licensor owns the railroad rights-of-way commonly known as the New Haven Main Line and Danbury Branch Line and associated rail Infrastructure (defined below), a portion of which runs through South Norwalk;

WHEREAS, Licensee owns and maintains municipal signage affixed to the Infrastructure pursuant to a Temporary Right-Of-Entry dated October 25, 2013 by Licensor (the "TROE");

WHEREAS, Licensee wishes to continue to occupy the same and access the same from time to time in order to maintain such signage;

WHEREAS, Licensor is amenable to providing Licensee an updated license for such use and access on such terms and conditions specified herein, which will take the place of the TROE; and

WHEREAS, Licensor is authorized to enter into this Agreement pursuant to Section 13b-36(b) of the Connecticut General Statutes, as revised.

NOW THEREFORE, for good and valuable consideration and the mutual promises contained herein, the Parties hereto agree as follows:

Article 1. Definitions. The following definitions apply to this Agreement.

1.1 "Claims" means all actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

1.2 "Cure Period" is defined in Section 8.2.

1.3 "Effective Date" is defined in Section 10.1.

1.4 "Event of Default" is defined in Section 8.1.

1.5 "Extension Term" is defined in Section 4.2.

2.1 Licensors hereby grants to Licensee, subject to all the stipulations, restrictions, specifications and covenants herein contained, a license to use on a non-exclusive basis, the License Area for the sole purposes stated in Section 5.1.

2.2 Licensee expressly agrees that it does not and shall not claim, at any time, any interest or estate of any kind whatsoever in the License Area.

Article 3. Consideration.

3.1 As consideration for the License, Licensee shall pay Licensors the sum of Zero and 00/100 Dollars (\$0.00) for the Term.

3.2 Licensee shall pay Licensors the sum of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) as a one-time payment for the cost and expense of Licensors's engineering review and document preparation, and processing of license application which shall be due on the Effective Date.

Article 4. Term & Termination.

4.1 This Agreement shall commence on the Effective Date and continue for ten (10) years following the Effective Date ("Initial Term").

4.2 The Parties may mutually agree to extend the Initial Term of this Agreement for up to one (1) additional ten (10)-year period ("Extension Term") upon the exchange of mutual written consent(s) signed by the authorized representative of each Party no later than thirty (30) days prior to the expiration of the Initial Term. Such mutual written consent shall include as deemed applicable by Licensors (i) all updated State contracting laws, regulations, Executive Orders, and other requirements; (ii) an increase to the License Fee and/or the Annual Increase percentage (if any); and (iii) all updated insurance coverage(s) and minimum coverage amounts in accordance with Section 6.12. All requirements updated pursuant to subsections (i) through (iii) shall become the operative requirements upon the commencement of the Extension Term.

4.3 Licensors may terminate this Agreement at any time upon Licensors providing at least ninety (90) days written notice to Licensee (in accordance with Section 4.4). Licensors may also terminate this Agreement following the occurrence of an Event of Default that remains uncured by Licensee in accordance with Section 8.2.

4.4 In the event Licensors decides to terminate the Agreement, Licensors shall send the notice of termination to Licensee ("Termination Notice") by Official Notice at least ninety (90) days prior to the effective date of termination as stated in the Termination Notice ("Termination Date"). The Termination Notice shall specify the extent to which Licensee must complete any performance pursuant to this Agreement prior to the Termination Date. On the Termination Date, Licensee shall cease use of the License Area as directed by Licensors in the Termination Notice, reimburse Licensors for any losses or damages to the License Area, and take all actions that are

5.8 Licensee shall maintain the Facilities, including the sign and any lighting, mountings, or appurtenances in good and safe condition as determined by Licensor in its sole discretion. Licensee shall be responsible for cleaning any graffiti or rust, and repairing any tears, dents, cracks or holes. Licensee shall maintain any lighting in the License Area. Licensee will obtain any protections and flagging required by the Railroad prior to undergoing any work. Licensee shall not install any equipment or fixtures or make any alterations to the License Area without the prior written consent of Licensor and subject to requirements of Licensor and the Railroad, as applicable.

5.9 Licensee shall regularly inspect the Facilities for any signs of graffiti, rust, section loss, cracks, impact damage, stress, loose or missing fasteners, or any other signs of deterioration or distress. The inspections shall be performed at least once annually and the reports of which shall be submitted to Licensor within thirty (30) days from the inspection date. If, in the determination of Licensor, any such inspection report requires that repairs be made to the Facilities, Licensee shall carry out such repairs in accordance with Section 5.8, above.

5.10 Upon expiration of the Term or earlier termination of this Agreement for any reason, Licensee shall vacate the License Area, remove all personal property from the License Area at its own expense, leaving the License Area in as good or better condition as when it took occupancy, reasonable use excepted.

Article 6. Insurance.

6.1 Licensee shall secure and maintain during the Term, and shall require its contractor(s) performing in connection with this Agreement to secure and maintain the following minimum insurance coverages, at no cost to Licensor:

- (a) COMMERCIAL GENERAL LIABILITY INSURANCE including Contractual Liability Insurance, Independent Contractors, Premises and Operations, Products and Completed Operations and Broad Form Property Damage coverages with a total limit of liability of not less than Three Million Dollars (\$3,000,000) for all damages arising out of bodily injuries to, or death of, all persons and/or damage to any property in any one accident or occurrence.
- (b) AUTOMOBILE LIABILITY INSURANCE which covers all motor vehicles, including those owned, hired or non-owned, which are used in connection with this Agreement with a One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury, or death of, all persons and/or damage to any property in any one accident or occurrence. If Licensee does not own an automobile, but one is used in the execution of the Agreement, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the Agreement, then automobile coverage is not required.
- (c) RAILROAD PROTECTIVE LIABILITY with respect to any construction or demolition work within fifty (50) feet of the railroad right-of-way or Licensor-

6.2 All products and completed operations coverage required to be maintained by Licensee and its contractors shall continue to be maintained for at least three (3) years following final acceptance of their work.

6.3 Except as otherwise provided to the contrary in this Article 6, any insurance required by this Agreement may be obtained by means of any combination of primary and umbrella coverages and by endorsement and/or rider to a separate or blanket policy and/or under a blanket policy in lieu of a separate policy or policies, provided that Licensee shall deliver a certificate of insurance of any said separate or blanket policies and/or endorsements and/or riders evidencing to Licensor that the same complies in all respects with the provisions of this Agreement, and that the coverages, and the protection afforded to Licensor, thereunder are at least equal to the coverages and protection which would be provided under a separate policy or policies procured solely for the License Area and/or the work, if any, to be performed by Licensee or its contractors.

6.4 The Indemnified Parties shall be named as additional insureds under any and all coverages maintained pursuant to subsections (a) and (b) of Section 6.1 as well as any umbrella or excess liability insurance which provides coverage over and above such insurance.

6.5 Upon Licensee's execution of this Agreement and on or before the tenth (10th) business day preceding every subsequent anniversary of the Effective Date, Licensee agrees to submit to Licensor one (1) or more certificates of insurance evidencing that Licensee and its contractors have obtained the insurance required by this Article. Each certificate of insurance shall be in such form as is supplied or approved by Licensor, fully executed by an insurance company or companies satisfactory to Licensor, and shall specify the amounts of deductibles, if any, for each type of coverage in the policy or policies. Deductibles shall not exceed amounts approved by an authorized representative of the State in writing.

6.6 Licensee shall produce, and shall require its contractors to produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by Licensor. In providing said policies, Licensee and/or its contractors, as appropriate, may redact provisions of any policy that are clearly proprietary. If, at any time during the Term, including any extension, of this Agreement, Licensee or its contractors shall fail to provide any such insurance documentation within five (5) business days period, or duly maintain (or ensure that its contractors maintain) all required insurance coverage in full force and effect, then Licensor, in addition to any other remedies it may have, all of which are reserved for Licensor, may either immediately terminate this Agreement or procure or provide alternate insurance coverage and charge Licensee the cost thereof, which amounts shall then be promptly paid by Licensee to Licensor. Copies of all required insurance policies shall be retained by Licensee until three (3) years after the expiration of the Term (including any extension) of this Agreement.

6.7 Each policy of insurance maintained pursuant to this Agreement shall be written to provide at least those coverages provided under standard forms therefore as have been approved the State of Connecticut's Insurance Commissioner. Each such policy also shall not be subject to cancellation unless notice is given to Licensor, in the manner set forth in Article 9 of this Agreement for providing Official Notice, at least thirty (30) days prior to the date of cancellation.

6.13 Unless requested otherwise by Licensor, Licensee, its contractors and their insurers shall waive sovereign immunity as a defense and shall not use the defense of sovereign immunity in the adjustment of Claims or in the defense of any suit brought against them or any Indemnified Parties, unless, and then only if and when, approved in writing by Licensor, which approval may be withheld in its sole and absolute discretion. Licensee shall assume and pay all costs and billings for premiums, charges earned and payable under the required insurance.

6.14 The failure of Licensor, at any time or from time to time, to enforce compliance with the provisions of this Article 6 concerning insurance coverage shall not constitute a waiver of those provisions nor in any respect reduce the obligation of Licensee to indemnify, defend and hold and save harmless Licensor and the Indemnified Parties. Likewise, the limits of coverage of any insurance purchased by Licensee or its contractors shall not in any way limit, reduce or restrict their obligations under any indemnification, defense, and save and hold harmless provisions stated in this Agreement or other contracts.

6.15 Licensee shall assume and pay all costs and billings for premiums and audit charges earned and payable under all insurance that is maintained by it. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all Claims for damages, even if groundless.

6.16 The provisions of this Article 6, shall be incorporated and made a part of each contract or other agreement which Licensee enters into under or in connection with this Agreement or the License Area with any third party (which shall include a contractor, any person engaged to perform work on or at, or which is allowed to conduct business on or from or to otherwise use or occupy, any portion of the License Area) appropriately modified to reflect the relationship of the parties; providing, however, that all references to, and all rights and protections afforded to the State, as provided in these provisions, shall remain unchanged. If any contractor does not maintain, and demonstrates that it cannot reasonably be expected to obtain, the levels or types of coverage required by this Article 6, Licensee may request the State to approve different levels and/or types of coverage for such contractor. The State may withhold its approval of any such request in its sole and absolute discretion. Additionally, no such approval shall be effective unless approved in writing by the Secretary of the State's Office of Policy and Management and the State's Director of Insurance and Risk Management.

6.17 The provisions of this Article 6 shall survive the expiration or earlier termination of this Agreement.

Article 7. No Assignment or Sublicensing.

7.1 Licensee shall not assign this Agreement in whole or in part.

7.2 Licensee shall not sublicense any portion of the License Area or allow access and use of the License Area by anyone other than Licensee, and, as applicable, vendors and other invitees as may be permitted pursuant to Section 5.1.

Article 8. Default.

Executive Director
3 Belden Avenue
Norwalk, Connecticut 06850

with a copy to:

Bbidolli@norwalkct.gov

and

Stephen Ivan
Housing Development Project Manager
3 Belden Avenue
Norwalk, Connecticut 06850

with a copy to:

Sivan@norwalkct.gov

- (b) be delivered to the address recited herein in person, by email with acknowledgement of receipt, by the U.S. Postal Service with return receipt requested by mail, electronic means, or any other methods of receiving the return receipt as identified by the mailing standards of the U.S. Postal Service, as may be revised from time to time, or by recognized overnight courier (that provides confirmation of delivery); and
- (c) contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

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

9.3 Nothing contained in this Article shall preclude the Parties from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular Party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this Article.

Article 10. Approvals & Compliance with Applicable Law.

11.2 This Agreement may be signed in counterpart copies, all of which taken together shall constitute but one and the same document and single binding agreement. The Parties agree that executed counterparts may be transmitted by electronic means and that such counterparts shall be treated as originally executed instruments.

[Signature pages follow.]

Approved:
OFFICE OF POLICY AND MANAGEMENT:

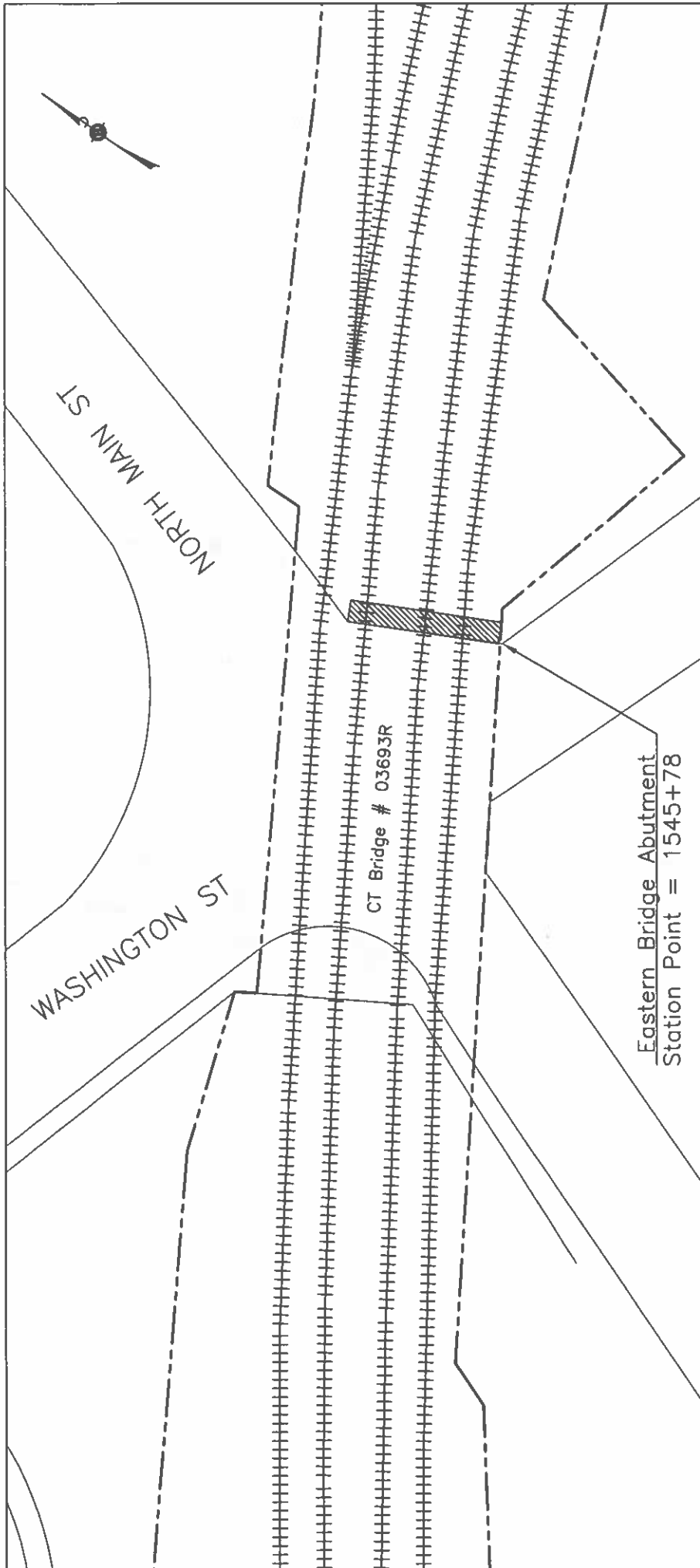
Date

Approved:
WILLIAM TONG, ATTORNEY GENERAL

Jeffrey Zeman
Assistant Attorney General

Date

EXHIBIT A



This sketch is compiled from other maps, deeds, and/or other sources of information; it is not to be construed as having been prepared from an accurate survey and is subject to changes that an accurate survey may disclose.

This sketch is an estimate only and not to scale.

State Rail Property Line

License Area

Eastern Bridge Abutment
Station Point = 1545+78

CT Bridge # 03693R

WASHINGTON ST
NORTH MAIN ST

CITY OF NORWALK
Sketch Showing Land Licensed To
Norwalk Redevelopment Agency
By
THE STATE OF CONNECTICUT
Valuation Map 53-63-30

Scale 1"=30' July 2024

Bureau of Public Transportation - Office of Rail Operations

TOWN NO. 102
PROJECT NO. 7001-MISC-
SERIAL NO. 1488
SHEET NO. 1 OF 1

Drawn By: K. Vaughn Date: 05/23/2024
Checked By: M. Simons Date: 05/23/2024

WASHINGTON STREET BRIDGE

LIGHTING MANUAL

August 13, 2013

CHRISTIAN RAE STUDIO, LLC
365 Center Road Easton, CT 06612
203.220.9575 www.christianraestudio.com

Winline Surface Linear 309 Wet

Series: WSL - Winline Surface Linear

Model: Model 309 Wet

Run Length **Total Run Length In Feet**
Code: 309W Offered in 6" Increments Starting at 12"
 Ex. 24 FT= 24 Foot Run

Preconfigured Run Length Code

See Submittal at www.winalighting.com

To Be Determined

TBD When Run Length Unknown

Beam Spread: 15 - 15
 30 - 30°
 60 - 60°
 100 - 100°

LED Code: 27K -
 30K -
 35K -
 40K -

300 Series		Model 309W	
Color Temperature		lm/ft	W/ft
ANSI-2700K White		708	16.0
ANSI-3000K White		723	16.0
ANSI-3500K White		846	16.0
ANSI-4000K White		875	16.0

Voltage: ND24V - Non-Dimming 24 Volt AC
 DM24V - Dimming 24 Volt AC

Mount: F - Fixed
 A - Adjustable

Finish: NAA - Natural Type III Anodized Aluminum
 SGB - Semi-Gloss Black Paint
 SGW - Semi-Gloss White Paint
 CPF - Custom Paint Finish

Power Feed: SE - Surface End Feed
 *RB - Recessed Bottom Feed
 *available on F (fixed mount) only

Options: X - None

Special: STD - Standard
 MOD - Modified

POWER AND DIMMING

The Winline 200 Series operates on 24VAC and can be dimmed with commonly available low voltage magnetic dimming equipment. A wide range of remote transformers are available in 120V and 277V primary (see pages 65-66).

MOUNTING AND ADJUSTING

Both fixed and adjustable mounts combined with an integral wire tray allow for ease of installation and organized wiring. The low profile fixed mount is 1/8" high and the adjustable mount allows for a 300 degree rotation around the centerline of the fixture.

OPERATING TEMPERATURE -22°F to 122°F (-30°C to 50°C)

COLOR AND LIGHT OUTPUT

The 300 Series utilize Nichia 757 white LEDs in four standard color temperatures.

Winline Surface Linear - **WSL**

WSL

series

Model 309W wet - **309**

model

Total Run Length in Feet
 offered in 6" increments starting at 12"
 ex. 24 FT= 24 foot run
 or

36'

run length
code

Preconfigured Run Length Code
 see page 5
 or

To Be Determined

TBD when run length unknown

15° - **15**
 30° - **30**
 60° - **60**
 100° - **100**

beam spread

ANSI-binned 2700K - **27K**
 ANSI-binned 3000K - **30K**
 ANSI-binned 3500K - **35K**
 ANSI-binned 4000K - **40K**

LED code

non-dimming 24 volt AC - **ND24V**
 dimming 24 volt AC - **DM24V**

voltage

fixed - **F**
 adjustable - **A**

mount

natural (type III) anodized aluminum - **NAA**
 semi gloss black paint - **SGB**
 semi gloss white paint - **SGW**
 custom paint finish - **CPF**

finish

surface end feed - **SE**
 recessed bottom feed - **RB***

power feed

*available on F (fixed mount) only

none - **X**

options

surface end feed - **SE**
 back to back - **B2B**
 right angle - **RA**
 recessed bottom feed - **RB***

special

*Recessed Bottom feed available on fixed mount only

Describe Modification:

A

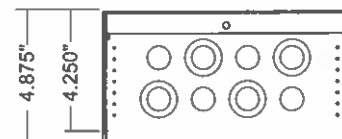
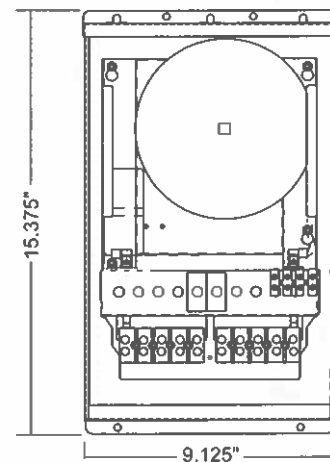


FEATURES

- Manufactured by Q-Tran
- 18 gauge steel
- 8 knockouts
- Built in support bracket incorporated to secure housing for surface mounting
- Multiple Volt and Taps:
Two primary taps
Four secondary taps provide voltages of:
24V = 24V, 25V, 26V, 27V
- Loads may be connected to one or more of the secondary taps up to the full watt rating of the TQ series
- Loads at varying distances can be tapped on different taps to recover voltage drop and produce between 85% - 100% light output



1.	TQ model	TQ - Magnetic Multiple Output Transformer
2.	600 wattage	150 - 150W 300 - 300W 500 - 500W 600 - 600W
3.	120 primary voltage	120 - 120V 277 - 277V
4.	24V secondary voltage	24V - 24 Volt AC
5.	BLK finish	BLK - Black Powder Coat



Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Actual performance may differ as a result of end-user environment and application. Contact factory for performance data on any configurations not shown here.

LEDs	System Watts	Nominal Distribution	Beam Angle	Field Angle	RGB		
					Max Cd	Lumens	LPW
36	37.8	10	9	10	18	19	48706
		20	19	22	43	46	16637
		40	42	44	92	94	2955
		60	48	67	106	125	1225
		60 x 15	60	16	100	55	3652
							1894
							1803
							1759
							1728
							1655

Electrical Load

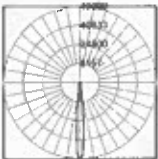
Model	System Load (W)	Current (A)				
		120	240	277	347	480
707 Half Flood	37.8	0.32	0.16	0.14	-	-

Photometric Diagrams

10° DISTRIBUTION

Test Report: LTL22114
IES LM 79-08
PFL-707-10°-RGB
Lumens: 1889
Wattage: 37.1W
Efficacy: 50.1
Max. Candela: 24,353

ISO Candela Plot



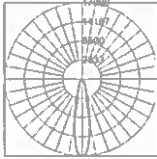
Illuminance at a Distance

	Center Beam fc	Beam Width
10'	160.4 fc	1' 9"
20'	41.6 fc	3' 6"
30'	18.9 fc	5' 3"
40'	10.9 fc	7' 0"
50'	6.9 fc	8' 9"

20° DISTRIBUTION

Test Report: LTL22115
IES LM 79-08
PFL-707-20°-RGB
Lumens: 1825
Wattage: 37.7W
Efficacy: 48.4
Max. Candela: 16,637

ISO Candela Plot



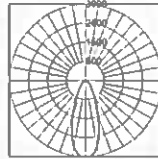
Illuminance at a Distance

	Center Beam fc	Beam Width
10'	90.5 fc	3' 6"
20'	23.2 fc	7' 0"
30'	10.6 fc	10' 6"
40'	6.1 fc	14' 1"
50'	3.9 fc	17' 7"

40° DISTRIBUTION

Test Report: LTL22117
IES LM 79-08
PFL-707-40°-RGB
Lumens: 1817
Wattage: 38.2W
Efficacy: 47.5
Max. Candela: 2,955
Horizontal Beam Angle(50%): 37.3

ISO Candela Plot



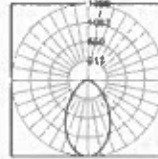
Illuminance at a Distance

	Center Beam fc	Beam Width
10'	29.4 fc	5' 4"
20'	7.5 fc	10' 8"
30'	3.4 fc	16' 1"
40'	2.0 fc	21' 5"
50'	1.2 fc	26' 9"

60° DISTRIBUTION

Test Report: LTL22119
IES LM 79-08
PFL-707-60°-RGB
Lumens: 1774
Wattage: 36.1W
Efficacy: 49.1
Max. Candela: 1,225

ISO Candela Plot



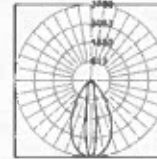
Illuminance at a Distance

	Center Beam fc	Beam Width
10'	12.2 fc	9' 3"
20'	3.1 fc	18' 7"
30'	1.4 fc	27' 11"
40'	0.8 fc	37' 3"
50'	0.5 fc	46' 7"

60° x 15° DISTRIBUTION

Test Report: LTL22120
IES LM 79-08
PFL-707-6015°-RGB
Lumens: 1728.4
Wattage: 35.6W
Efficacy: 48.5
Max. Candela: 3,652

ISO Candela Plot



Illuminance at a Distance

	Center Beam fc	Beam Width
10'	35.8 fc	11' 6"
20'	9.2 fc	23' 1"
30'	4.2 fc	34' 7"
40'	2.4 fc	46' 2"
50'	1.5 fc	57' 8"

Photometric data based on test results from an independent NIST traceable testing lab. IES data is available at www.winonaighting.com. Always refer to our website for the latest IES file updates.

FEATURES & SPECIFICATIONS

- Lumens: 1825 lm (20° optic)
- Wattage: 37.7W
- Efficacy: 48.4 LPW (20° optic)
- Voltage: 120 - 277V
- Distribution: 10°, 20°, 40°, 60°, 60° x 15°
- Control System: Easy! DMX512 controller with LCD touchscreen
- Lumen Maintenance: 50,000 hours L70 @ 50°C
- Size: 12 1/2" L x 9 3/4" W x 6 3/4" H
- Housing: Die-cast aluminum
- Finish: Polyester powder coat painted finish
- Lens Material: Clear tempered glass
- Temperature Ranges: -20° to 50°C
- Certification/Compliance: ETL, cETL, IP66, FCC Class A Part15 subpart B
- Weight: 13 lbs. (integral power supply)
- Warranty: 5 years

Performance

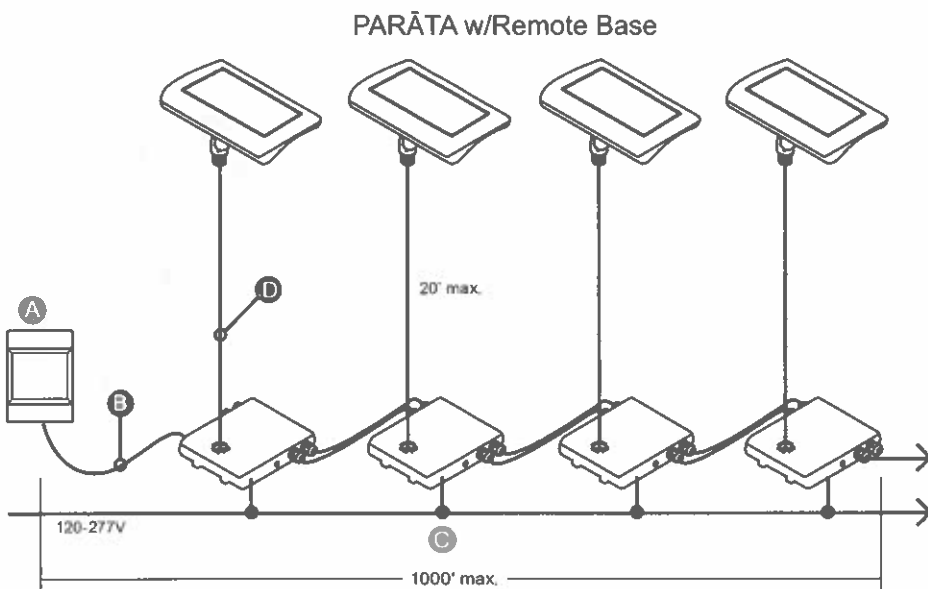
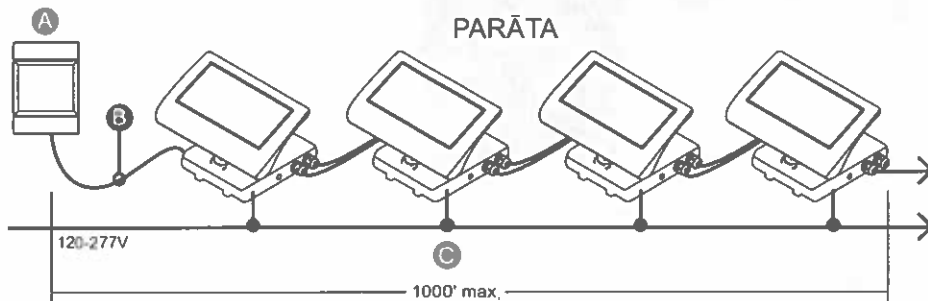
PARÁTA 700 Series luminaires are designed to provide maximum output while consuming minimum energy. Smooth, controlled distribution provides a uniform concentration of saturated color to a target surface. Multiple beam options are available making it simple for the user to select an appropriate distribution for any application.

Consistent Color

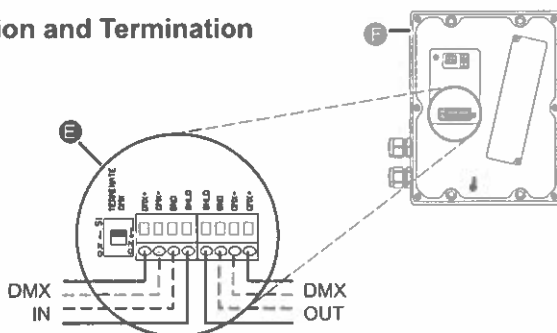
Calibrated and tested to ensure uniform hue and intensity from fixture to fixture regardless of temperature or environment. Factory calibration allows the user to input a specific value and be assured of consistent color. PARÁTA's unique ratio of red, green and blue LEDs allows for superior architectural white color.

Basic System Wiring Information

This very basic system wiring diagram provides an overview of components and materials required for a simple dynamic color installation of PARĀTA luminaires controlled by an Easy! controller. These diagrams should not be used in place of actual installation instructions or submittal drawings prepared for a specific project.



DMX Connection and Termination



A dynamic color-changing luminaire installation can be as simple as a single luminaire and one control to many different luminaires in multiple locations being triggered and manipulated in real time. Because every project is unique, complete system single line diagrams will be provided for every PARĀTA + Easy! project. Consulting with the factory at the beginning stages of the project will ensure the required equipment be specified and properly installed.

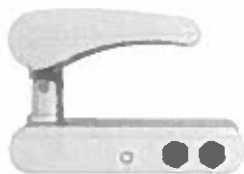
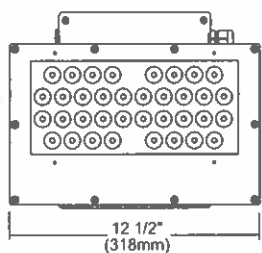
- A** The Easy! Solo controller is a self-contained DMX controller providing one universe of DMX-512 control. A complete system RDM set-up and playback control solution, the Easy! Solo includes:
 - Pre-loaded shows, random show, rainbow feature, and chase feature
 - On-screen manual color select with favorite presets store/recall
 - On-screen master intensity slider and speed control slider
 - Compatibility with RDM and non-RDM DMX-512 fixtures
 - All show editing done through LCD user interface
 - User-configurable logo on screen saver
- B** Belden 9829 cable is the preferred communication/data cable used to carry the DMX signal to and from the PARĀTA luminaires. The total length of this cable must not exceed 1000 feet from the DMX controller to the last luminaire in the chain.
- C** 120V-277V input is required at each PARĀTA luminaire. No proprietary cables or fittings are required to bring power to the luminaire. Metallic conduit and standard fittings are compatible as are multi-conductor cords provided they are appropriate to the mounting location. Proper separation of Class I (line voltage) and Class II (DMX) wiring must be provided per NEC.
- D** Remote distances of up to 20' away from the mount box are allowable when the A4 Remote option is selected. Use Belden 9829 to carry the data and #16 stranded to carry the Class II power to the luminaire head. Because the power is low voltage Class II, no separation is required.
- E** The die cast aluminum mounting base can be specified with up to four threaded 1/2" NPT holes on the sides and bottom for conduit and/or cord entry and exit. Proper sealing of the fittings is required at installation time when used outdoors.
- F** An on-board DMX termination switch is used on the last luminaire in the string to preserve signal integrity and to comply to DMX standards. No additional termination device is required.
- G** A power supply for Easy! is provided with the control and can be easily installed in a j-box adjacent to the control. The power supply can be powered by 100V-277V.

Easy! Controller



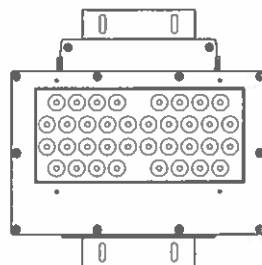
707 Full Flood

A7 Mount and A10 Mount

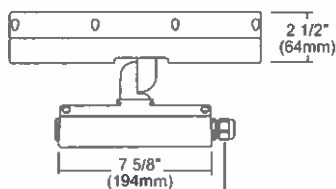


707 Full Flood

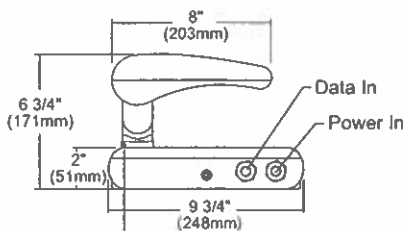
A5 Mount



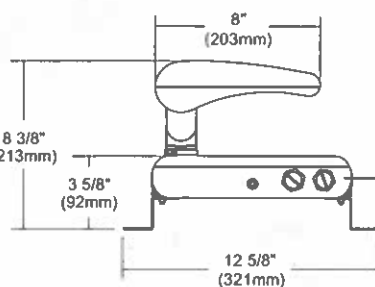
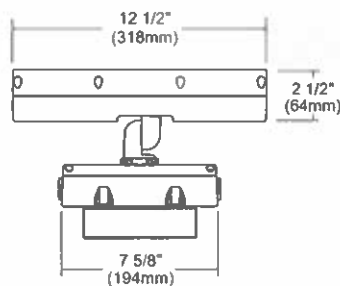
The die cast aluminum mounting base is equipped with threaded 1/2" NPT holes for conduit and or cord entry and exit. The A10 mount (shown) has four side holes and the A7 mount has two bottom holes. Proper sealing of the fittings is required at installation time when used outdoors.



Water-tight fitting accessory sold separately

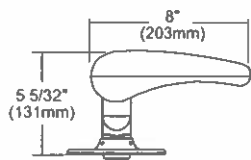
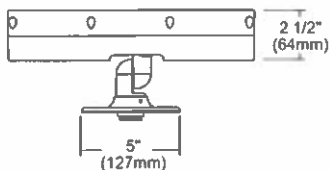
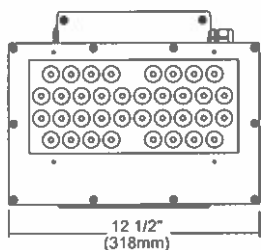


Set Screw for locking in rotational aiming

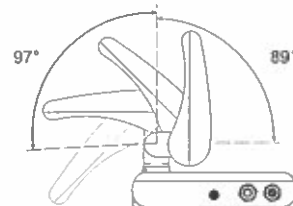
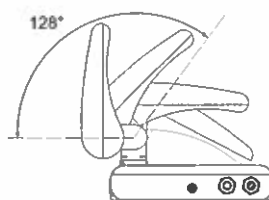
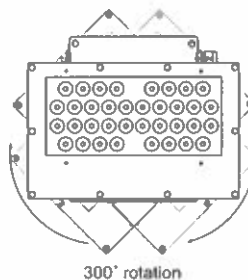


707 Full Flood

A4 Mount



Remote Power Supply Dimensions



Adjustability

EXHIBIT C

State of Connecticut Required Provisions

For the purposes of this document, references to "contract" or "Contract" mean this Agreement, references to "contractor" or "Contractor" mean Licensee, and references to "Contractor Parties" mean Licensee Parties.

1. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

2. Access to Contract and State Data. (Not Applicable to Municipalities) The Contractor shall provide to CTDOT access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and CTDOT that are in the possession or control of the Contractor upon demand and shall provide the data to CTDOT in a format prescribed by CTDOT and the State Auditors of Public Accounts at no additional cost.

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

4. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the Indemnified Parties from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use

- (3) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (4) The Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor shall remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's setoff provision.
- (5) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (6) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (7) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

7. Campaign Contribution Restriction. (Not Applicable to Municipalities) For all State contracts, defined in Conn. Gen. Stat. §9-612 as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

8. Executive Orders and Other Enactments.

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or CTDOT's authority to require compliance with the Enactments.
- (a) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (b) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and

government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such

the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

- (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

11. Large State Contract Representation for Contractor. (Not Applicable to Municipalities)

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi-public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (1) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (2) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

12. Large State Contract Representation for Official or Employee of State Agency. (Not Applicable to Municipalities)

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

13. Compliance with Consumer Data Privacy and Online Monitoring.

Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.



7/28/2025

Joshua Goldstein, Chair
Economic & Community Development Committee
125 East Ave
Norwalk, CT 06851

RE: Temporary Placement of Business Development Staff

Chair Goldstein,

In an effort to help a property owner lease some unoccupied commercial office space, the of Economic & Community Development has proposed that a member of the Business Development & Tourism team temporarily occupy 99 Washington Street. The strategy is to place the Business Development Manager at this location 1) to help drive foot traffic to the location, 2) to meet with other prospective businesses interested in Norwalk and display our commitment to supporting the business community and 3) have improved visibility/accessibility to high leverage commercial corridors. There will be no additional cost to the City of Norwalk other than utilities used by staff. It is the hope that this temporary placement of city staff will be short lived and that our presence helps to lease the space as soon as possible. The property owner was thrilled at the possibility of the proposed idea and looks forward to the continued collaborative support from the Office of Economic & Community Development.

I request that the following item be placed on the August 7, 2025 agenda of the Economic and Community Development Committee of the Common Council:

Authorize the Mayor, Harry Rilling, to execute an Agreement between the City of Norwalk and AGW SONO Partners LLC regarding the temporary occupation of 99 Washington Street to utilize the vacant office space.

Regards,

Jay Habansky, AICP
Chief of Economic & Community Development
City of Norwalk, CT
125 East Ave
Norwalk CT 06851

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License Agreement") is made effective as of July __, 2025 between AGW SONO PARTNERS LLC ("LICENSOR"), with an address of 97-77 Queens Blvd., Rego Park, NY 11374, and CITY OF NORWALK, (jointly and severally, "LICENSEE"). In consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LICENSOR and LICENSEE hereby covenant and agree as follows:

1. Grant of License. LICENSOR grants to LICENSEE, upon the terms and conditions set forth herein, a license for a portion of the second and third floors, as shown on Exhibit A hereof, and the entire stairwell from street level of the Building (as hereinafter defined) to second and third floors (collectively, the "Location"), which is a portion of the building ("Building") at the property known as 99 Washington Street, Norwalk, CT ("Property"), subject to any rules and regulations that may be hereafter promulgated at any time by Licensor. This License Agreement shall not be construed nor shall it operate to grant LICENSEE anything other than a license as more particularly described herein, and shall not, under any circumstances, be construed or operate to grant LICENSEE any estate or interest in land or property relating to the Location. The license granted herein may not be assigned, sublet, licensed, transferred or used by any other party without the written consent of LICENSOR, to be granted or withheld in LICENSOR's sole and absolute discretion.
2. Term: The term ("Term") of this Agreement shall be month to month commencing on the date hereof ("Commencement Date"). Upon the termination of this License, Licensee shall peaceably and quietly leave and surrender to Licensor the Location broom clean, in good condition and repair, reasonable wear and tear excepted. Licensee's obligations under this Section shall survive the expiration of the Term or any termination of this License Agreement.
3. Utilities. Licensee shall on demand reimburse Licensor for all costs for utilities for the Location.
4. Use: The Location shall be used for the sole purpose of office use only at the Location. At no time shall Licensee use or permit the use of the Location for any other purposes. Licensor makes no representation to Licensee, whatsoever, that the Location may be lawfully used by Licensee for the purposes provided herein. Licensee shall use the Location in a commercially reasonable manner.
5. No Alterations or Signs. Licensee shall make no alterations, installations, additions or improvements in or to the Location, including without limitation, the placement of any signs, unless the Licensee obtains the prior written authorization from the Licensor, which may be granted or denied in Licensor's sole discretion. Licensee shall maintain the Location in clean, safe and sanitary condition.
6. Maintenance and Repair: Licensee shall promptly make all repairs and replacements and perform maintenance in and to the Location that are necessitated by any act or omission (negligent or otherwise) of Licensee, its agents, contractors, employees or invitees, or by the failure of Licensee to perform any of its obligations under this License Agreement. Licensor shall have no responsibility to maintain the Location nor the Building or Property in any manner whatsoever. Licensor shall have no liability to Licensee nor shall Licensee's covenants and obligations under this License Agreement be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Licensor's failure to make any repairs or changes, or required by law to make in or to any portion of the Property or the Location, or in or to the fixtures, equipment or appurtenances of the Building, Property, or the Location. Licensor is not obligated to perform any obligation or to provide any service to Licensee and Licensor shall have no liability or obligation with respect thereto, including, without limitation, Licensor shall have no maintenance obligations whatsoever. Licensee expressly waives all rights to make repairs at the expense of Licensor regardless of the effect of any statute or law to the contrary.
7. Insurance. Licensee shall provide, maintain and pay for the following insurance which shall be placed with such insurance company or companies and in such form as may be acceptable to Licensor:

a) Commercial general liability and broad form property damage insurance, written on an occurrence basis, including machinery and contractual liability insurance, protecting and indemnifying against any and all claims (including all costs and expenses of defending against same) for personal injury, disease or death and for damage or injury to or destruction of property (including loss of use) occurring at, in, on or about the Location, which insurance shall have a combined single limit of not less than Two Million (\$2,000,000.00) Dollars. The insurance carried pursuant to this section shall include coverage for independent contractors' liability and completed product/operations liability and cover claims arising out of arrest, false imprisonment, libel, slander, wrongful eviction and invasion of privacy.

b) Cause of Loss-Special Form insurance in an amount adequate to cover the replacement value of all personal property, decorations, trade fixtures, and inventory, and all contents therein (including any Licensor's furniture remaining in the Location).

c) Prior to commencement of the Term, Licensee shall provide evidence of compliance with the requirements of the State where the Locations is located with respect to workers' compensation insurance including payments due thereunder. At any time during the Term, when requested by Licensor, Licensee shall provide such evidence of Workers' Compensation including Employers Liability with minimum Limits as required by Law.

All insurance policies shall be obtained by Licensee and shall be agreed upon by Licensor prior to the commencement of the Term. During the Term, Licensee must promptly produce on demand of Licensor evidence of the required insurance coverage and payment of premiums thereon. If not so produced, Licensor shall have the immediate right to terminate this License.

Licensor shall be named as Additional Insureds on insurance coverages required herein (except with respect to Workers Compensation and the Licensee's property insurance).

The insurance coverage required herein shall be primary and not contributory with or in excess of any coverage which Licensor has purchased.

Licensee agrees to cooperate fully with the insurance company or companies in carrying out the provisions and conditions of all policies applicable to use hereof, as well as all rules and recommendations of such company or companies in regard to accident prevention, reports and audits. Licensee further agrees that notice of every accident will be reported immediately to Licensor, and also to such insurance company or companies.

All insurance companies providing the insurance protection set forth above shall be licensed to do business in the State of Connecticut.

8. No Representations/Warranties. Licensor does not offer or make any representations or warranties of any kind or nature to Licensee. Licensee acknowledges that the use of the license granted herein is at its sole and absolute risk of loss or injury, and further, that Licensor has no obligation in any shape or form of condition whatsoever. Licensee represents that Licensee has inspected the Location and is thoroughly acquainted with its condition, and takes the Location in "AS IS, WHERE IS" condition, and the taking of possession of the Location by Licensee shall be conclusive evidence that the Location was in good, satisfactory and acceptable condition at the time possession was taken by Licensee. Neither Licensor nor Licensor's agents have made any representations or promises with respect to the condition of the Location (whether the building or the land), the size of the Location, the feasibility of using the Location, or any other matter or thing affecting or related to the Location, except as herein expressly set forth, and no rights, easements or licenses are acquired by Licensee by implication or otherwise except as expressly set forth in this License Agreement. Neither Licensor nor anyone claiming by, through or under Licensor shall be liable to Licensee or responsible for any loss or damage to the property of Licensee by reason of theft, or disappearance, nor shall Licensor be liable to Licensee for any reason whatsoever, or responsible for any loss or damage to property which may result from fire or other casualty and shall have no obligation to explicitly or implicitly indemnify or hold harmless the Licensee or any third

party or parties from any liability whatsoever, including but not limited to a robbery or attempted robbery of or theft or attempted theft from the Location.

9. Compliance with Laws. Licensee shall, at its sole costs and/or expense, comply with and cause compliance with all laws, regulations and codes (collectively, "Laws") applicable to the operation of its business and the services contemplated by this License Agreement, including, without limitation, any and all Laws concerning hazardous materials and substances. Licensee shall be liable for any fines and/or changes issued as a result of Licensee's failure to comply with Laws or the terms herein and shall indemnify, defend and hold Licensor harmless from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, legal fees, costs and expenses of whatsoever kind or nature directly or indirectly arising out of, caused, occasioned or contributed to in whole or in part arising from Licensee's violation of Law. The provisions of this paragraph shall survive the expiration or earlier termination of this License Agreement.

10. Indemnification: Licensee shall defend, indemnify and hold Licensor its principals, members, managers, officers, agents, contractors, employees or authorized representatives (all of the foregoing, collectively, the "Indemnified Parties") harmless, to the full extent permitted by law, from and against any and all third-party claims, demands, liabilities, fines, suits, actions, proceedings, orders, decrees, judgments, costs and expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as "Claims"), resulting from or in connection with loss of life, bodily or personal injury or damage to property caused by the negligent acts or omissions of Licensee, or its principals, members, managers, officers, agents, contractors, employees, authorized representatives or invitees (collectively, "Licensee Parties") use of the Location, except to the extent such Claims are caused by the negligent acts or omission of the Licensor, its principals, members, managers, officers, agents, contractors, employees authorized representatives or invitees. Licensee's aforesaid indemnity and hold harmless obligations, or portions or applications thereof shall apply to the fullest extent permitted by law. In claims against any person or entity indemnified under this License Agreement by an employee of the Licensee (including any interns or volunteers), a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation hereunder shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Licensee or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The provisions of this paragraph shall survive the expiration or earlier termination of this License Agreement.

11. Default. This License Agreement shall, at the option of Licensor, terminate if Licensee violates or fails to perform any of the material conditions, covenants, or agreements of this License, upon two (2) days after written notice hereof has been delivered by Licensor to Licensee. In such event, Licensee shall remain liable to Licensor for all damages arising from such default.

12. [Intentionally Omitted]

13. No Liability. All personal property of Licensee, its employees, agents, contractors, business invitees, licensees, customers, clients, and invitees, family members, guests or trespassers, in and on the Location shall be and remain therein under any and all circumstances at the sole risk of the above-described persons and entities. Licensor shall not be liable to any such person or entity for any damage to, or loss of, such personal property, including but not limited to, any casualty or damage to the personal property. Licensee acknowledges and agrees Licensee shall solely be responsible for any damage to the personal property. In addition, Licensee acknowledges that Licensor and the Licensor Parties shall not be liable for any special, consequential or punitive damages as a result of any claim relating to this License or Licensee's use of the Location. Licensee hereby releases Licensor from any claims, loss or damage that Licensee might sustain by any reason, including but not limited to, casualty or a robbery or attempted robbery of or theft or attempted theft from the Location. The provisions of this paragraph shall survive the expiration or earlier termination of this License Agreement. Licensee shall instruct its employees, agents and/or invitees to not enter the any other portions of the Property other than the Location.

14. Broker. Licensee represents and warrants to the Licensor that it has not dealt with any broker in connection with the Location and/or the negotiation and execution of this License Agreement. Licensee agrees to indemnify and hold Licensor harmless from and against any commission or fee claimed by any person with claiming to have dealt with it in connection with the Location, and/or the negotiation and/or execution of this License Agreement. (Such indemnification shall cover, also, all expenses which the indemnitee incurs to defend against any such commission or fee (including, but not limited to, reasonable attorney's fees.)).

15. Notices. All bills, statements, communications or notices (each, a "Notice") required to be sent under the provisions of this License Agreement to Licensee and Licensor by one another shall be in writing and sent by U.S. mail, certified, return receipt requested, or recognized overnight courier, if to Licensee, to the address set forth on the first page of this License Agreement, and if to Licensor, to the address set forth on the first page of this License Agreement or such other address as may be designated by such party in the manner set forth herein. Notices may be sent by the attorneys for the respective parties. All Notices shall be deemed given when received, or if delivery is refused, when delivery is attempted. All Notices to Licensor shall be sent to Attn: Adam Greenbaum, 97-77 Queens Boulevard Suite 620, Rego Park, NY 11374 with copy to Daniel E. Katz, Esq., Kaufman Dolowich, 245 Main Street, Suite 330, White Plains, NY 10601.

16. Surrender of Possession; Fixtures. Upon the expiration of the Term or earlier termination of this License Agreement, Licensee shall remove all inventory, and other personal property owned by Licensee and repair any damage resulting therefrom. Any such inventory or other personal property of Licensee not removed by Licensee on or before the expiration of the Term or earlier termination of this License Agreement shall be deemed to have been abandoned by Licensee and, at Licensor's option, become the property of Licensor, and may be retained by Licensor or disposed of by Licensor, as Licensor shall desire. Licensor shall have the right to remove the inventory, tents, trailers, containers, and other personal property and take possession of such, and may retain, sell or dispose of the same in Licensor's sole discretion without any liability to Licensee whatsoever. Notwithstanding anything to the contrary contained in this Agreement, all furniture, fixtures, and equipment located in the Location as of the date hereof are and shall remain the property of Licensor, and Licensee shall not remove any such property from the Location during or upon the expiration or termination of the Term.

17. Ongoing Licensor Access. Licensor and its designees will have the ongoing right to access the Location during the Term for any purpose, including, without limitation, to facilitate showings for potential new tenants.

18. Licensor shall have the right terminate this Lease ("Termination Option") upon ten (10) days' written notice from Licensor to Licensee ("Notice of Termination") in accordance with Section 18 hereof. The Notice of Termination shall specify the effective date of the termination ("Early Termination Date"). If Licensee shall fail to surrender the Premises to Licensor by the Expiration Date or earlier termination of this Agreement, then (i) Licensor may recover possession of the Premises, (ii) Licensee consents to the issuance of a judgment of possession and warrant of eviction in favor of the Licensor in any proceeding commenced by Licensor, (iii) Licensee shall be liable for use and occupancy at the rate of 500.00 per day for each day between the Expiration Date and the date that Licensee vacates the Premises, as required herein and in the condition required by the License, (iv) Licensee shall be liable for any and all damages incurred by Licensor a result of the Licensee's breach of this Agreement.

19. Subordination and Estoppel Certificate. This License Agreement shall be subject and subordinate to each and every (x) superior lease and/or license, including, but not limited to, the any lease between Licensor and Landlord, and/or (y) every mortgage (collectively, "Superior Interest") now or hereafter placed on the Premises. This clause shall be self-operating and no further instrument of subordination shall be required to make the interest of any Superior Interest superior to the interest of Licensee hereunder, however, Licensee shall, at Licensee's sole cost and expense, execute and deliver within ten (10) days after request therefor, any certificate or other instrument in recordable form that Licensor or any holder of a Superior Interest may reasonably request to confirm such subordination. Licensee agrees, at any time and from time to time, as requested by the Licensor or any holder of a Superior Interest, upon not less than ten (10) days' prior notice, to execute and deliver to Licensor and any such holder of a Superior Interest and any other parties requested

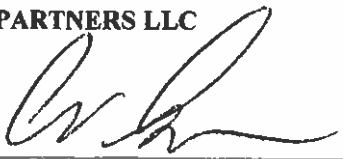
by Licensor a written statement executed and acknowledged by such Licensed (a) stating that this License is then in full force and effect and has not been modified (or if modified, setting forth all modifications), and (b) stating whether or not, to the actual knowledge of the signatory, the Licensor is in default under this License Agreement, and if so, setting forth the specific nature of all such defaults, and (c) as to any other matters reasonably requested by the Licensor or any holder of a Superior Interest and related to this License Agreement. The parties acknowledge that any statement delivered pursuant to this Section may be relied upon by others with whom the Licensor and/or its affiliates requesting such certificate may be dealing, including any purchaser or owner of the Premises or any interest therein, or by the holder of any Superior Interest.

20. Miscellaneous. This License Agreement contains the entire agreement of the parties with regard to its subject matter and may only be modified in writing executed by both parties hereto. This License Agreement shall be governed by, construed and enforced in accordance with the laws of the state in which the Location is located. If any action at law or in equity is brought by either party hereto to enforce or interpret the terms of this License Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and disbursement in addition to any other relief to which such party may be entitled. Nothing contained in this License Agreement shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computing payment nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of licensor and licensee. If any provision of this License Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this License Agreement shall not be affected thereby and each provision of the License Agreement shall be valid and enforceable to the fullest extent permitted by the law.

Signature Page Follows

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

AGW SONO PARTNERS LLC

By: 

Name: Adam Greenbaum

Title: Authorized Signatory

CITY OF NORWALK

By: _____

Name: Harry W. Rilling

Title: Mayor



7/31/2025

Joshua Goldstein, Chair
Economic & Community Development Committee
125 East Ave
Norwalk, CT 06851

RE: Aquarium Display Area

Chair Goldstein,

The City of Norwalk seeks to partner with the Maritime Aquarium to have a “live feed” video on a large vertical screen displaying various aquarium exhibits installed in the City Hall lobby. The concept will help to further support the aquarium’s goal of being “an aquarium without walls” and an provide an increased presence of an educational anchor institution in the community. The display will also add an focal point of interest that welcomes and engages visitors at City Hall. The Maritime Aquarium agrees to provide the equipment and content for the display and the City agrees to prepare and install the equipment.

I request that the following item be placed on the August 7, 2025 agenda of the Economic and Community Development Committee of the Common Council:

Authorize the Mayor, Harry Rilling, to execute an Agreement between the City of Norwalk and The Maritime Aquarium at Norwalk LLC to install a “live feed” video display in the City Hall lobby.

Regards,

Jay Habansky, AICP
Chief of Economic & Community Development
City of Norwalk, CT
125 East Ave
Norwalk CT 06851

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is made this ____ day of _____ 2025, by and between **THE MARITIME AQUARIUM AT NORWALK, INC.**, a Connecticut nonstock corporation (“Maritime”), and **THE CITY OF NORWALK**, a Connecticut municipal corporation (the “City”). Maritime and the City are sometimes hereinafter individually referred to as a “Party” and collectively as the “Parties”.

The purpose of this MOU is to lay out the roles and responsibilities regarding Maritime’s installation of a video monitor in the lobby at Norwalk City Hall, 125 East Avenue, Norwalk, Connecticut (“City Hall”), to be used solely to run Maritime content and advertising (the “Video Monitor”). This MOU will encourage cooperation between Maritime and the City and detail the distinct roles and responsibilities of each Party.

Roles and Responsibilities

The City will:

1. grant a license to Maritime to use that certain area of the lobby of City Hall set forth on Exhibit A attached hereto (the “Premises”) during the Term (as defined below) solely for the use of the Video Monitor;
2. deliver the Premises in a broom clean condition, free and clear of all debris, to ensure the Premises is properly prepared for the installation of the Video Monitor;
3. at the City’s sole cost and expense, provide all utilities required to keep the Video Monitor operational during City Hall business hours; and
4. at the City’s sole cost and expense, keep and maintain all portions of the Premises in a clean and sanitary condition and be responsible for the day-to-day maintenance of the Video Monitor.

Maritime will:

1. at Maritime’s sole cost and expense, (i) purchase all supplies and equipment necessary for the installation of the Video Monitor, and (ii) install the Video Monitor;
2. provide all content to be displayed on the screen of the Video Monitor, which shall include a weekly schedule specifying when certain content shall be displayed, and which, upon request by the City, be reviewed and approved in advance; and
3. at Maritime’s sole cost and expense, repair and/or replace the Video Monitor as necessary, in a timely manner, unless such repair and/or replacement is due to the negligent or willful misconduct of the City or any City employee, agent or representative, in which case, the City will assume responsibility for the cost of the repair or replacement.

Term of Agreement

The term of this MOU shall commence on _____, 2025 and continue for a period of ____ () [month(s)/year(s)] (the “Initial Term”). The Initial Term shall renew automatically for successive ____ () [month/year] periods (each, a “Renewal Term”), unless either Party notifies the other Party in writing at least [sixty (60)] days prior to the expiration date thereof that such Party has elected not to renew this

MOU. The Initial Term and the Renewal Terms shall be collectively referred to as the “Term”. This MOU will expire after the expiration of the Term.

Exclusivity of Video Monitor

The City acknowledges and agrees that the Video Monitor is not to be used by any other parties or for any other purpose during the Term without the prior written consent of Maritime, and agrees not to interfere in any way with the use of the Video Monitor in accordance with its intended purpose set forth in this MOU.

Non-Exclusivity of City Hall

Maritime acknowledges that City Hall is used by other parties during the Term, and agrees not to interfere in any way with the ordinary use by others of any portion of City Hall outside of the Premises.

Property Rights

Maritime has, and shall retain, all title in and to the Video Monitor and the materials, equipment, and supplies provided by Maritime for the installation of the Video Monitor (the “Installation Equipment”). Nothing in this MOU shall affect a transfer of any Installation Equipment from Maritime to the City.

Maritime has, and shall retain, all rights, title and interest in and to Maritime’s materials, information, content and data that may be shown on the Video Monitor or otherwise provided to the City (the “Maritime Materials”). Nothing in this MOU shall affect a transfer of any intellectual property rights in the Maritime Materials from Maritime to the City. During the Term, Maritime grants to the City a non-transferable, non-assignable, non-exclusive royalty-free license, without the right to sublicense, to use the Maritime Materials solely in connection with the use of the Video Monitor in accordance with this MOU. The City shall, promptly upon request of Maritime, or upon the expiration or earlier termination of this MOU, return to Maritime all Maritime Materials, including all copies thereof.

Indemnification

Each Party agrees to indemnify, defend and hold harmless the other Party and its respective directors, officers, employees, agents, attorneys and representatives, from and against any and all losses, claims, demands, causes of action, damages, costs and liabilities (including reasonable legal fees), in law or in equity, of every kind and nature whatsoever, directly or indirectly resulting from, arising out of or caused by the failure of such Party or such Party’s directors, officers, employees or representatives to comply with the terms, covenants, conditions and obligations of such Party under this MOU, except to the extent arising out of or resulting from the negligence or willful misconduct of the other Party. These indemnification obligations shall survive the expiration or earlier termination of this MOU.

Access and Entry

Maritime and Maritime’s agents shall have the right during the Term, during City Hall business hours and upon reasonable notice to the City, to enter the Premises for the purposes of inspecting the Video Monitor, making any repairs, additions or alterations as may be deemed appropriate by Maritime for the preservation of the Video Monitor or Installation Equipment.

Assignment

Neither Party shall assign, license, sublicense or otherwise transfer this MOU, or the privileges created herein. Any such assignment shall be null and void.

Entire Agreement

This MOU constitutes the full and entire understanding and agreement between the Parties with regard to the subjects hereof and no Party shall be liable or bound to any other party in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein.

Amendment

This MOU contains the whole agreement of the Parties, and none of the provisions, terms, or conditions of this Agreement shall be in any manner modified, waived or abandoned, except in a written instrument signed by both Parties.

Notices

Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be delivered (a) via email, which shall be deemed to have been given and received when sent, (b) personally (which shall include delivery by Federal Express or other nationally recognized, reputable overnight courier service that issues a receipt or other confirmation of delivery) which shall be deemed to have been given upon receipt, or (c) by certified or registered U.S. mail, return receipt requested, postage prepaid, which shall be deemed to have been given three (3) days after the date mailed. All notices to a Party will be sent to the addresses set forth below or to such other address or person as such Party may designate by notice to the other Party hereunder:

If to Maritime: The Maritime Aquarium
10 North Water Street
Norwalk, CT 06854
Attn: _____
Email: _____

If to the City: The City of Norwalk
125 East Avenue
Norwalk, CT 06851
Attn: _____
Email: _____

Governing Law

This MOU shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to its conflicts of laws provisions thereof.

Counterparts

This MOU may be executed in multiple counterparts, each of which taken together shall constitute one and the same instrument. Transmission by electronic mail in portable document format of an executed counterpart to this MOU shall be deemed to constitute due and sufficient delivery of such counterpart.

[Balance of page intentionally blank – signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Understanding as of the date first set forth above.

MARITIME:

THE MARITIME AQUARIUM AT NORWALK, INC.

By: _____
Name:
Title:

THE CITY:

THE CITY OF NORWALK

By: _____
Name:
Title:

Exhibit A

The Premises

2025

VIDEO INSTALLATION

P1 Initial Directions | June 2025



THE MARITIME AQUARIUM AT NORWALK

OUR OBJECTIVES

PROJECT OBJECTIVES

Mutually benefit both TMA and City Hall visitors with a video installation in the waiting space that drives awareness of the Aquarium and provides a point of interest while waiting.

TODAY

Look at initial possible directions for this space. Align on an approach to refine and develop so that it can be completed later this Summer.



DIRECTION B: FRAMED FEED

VIDEO ELEMENTS:

Footage of Sea Turtles swimming ~20 minutes

LOOP CONTINUOUS







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 AND BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGEMENT

RE : **CENTER FOR CONTEMPORARY PRINTMAKING –
LEASE RENEWAL**

DATE: JULY 29, 2025

The Center for Contemporary Printmaking (CCP), known initially as the Connecticut Graphic Arts Center (CGAC), was founded in 1995 as a nonprofit 501(c)(3). From its beginning, CCP's mission has been to support, preserve and advance the art of original prints and to educate the public about the process of printmaking as the only non-profit center between New York and Boston dedicated solely to printmaking, book arts, photography, and related disciplines. The Center is dedicated to increasing awareness, knowledge and appreciation for prints and the process of printmaking through its exhibitions, educational programs and workshops, an artist residency program, and studio facilities for artists. Attached is additional information regarding CCP' missions and programs.

In 1987, Norwalk DPW was relocated to the new Norwalk City Hall and the historic Carriage House in Mathews Park became vacant. The Carriage House remained vacant until 1995 when the City and CGAC reached an agreement for CGAC to raise funds privately to renovate the interior of the building. Thereafter a long term lease was approved in order to provide CGAC with an opportunity to recoup their investment. As CGAC was/is the only building tenant, the lease was structured for them to be responsible for all operating expenses which included all utilities costs as well as equipment maintenance, repair and replacement costs. Therefore, the City does not allocate any operating funds for this building and there is no lease payment. The City/Building Management Department does not have any operating responsibilities except for major building infrastructure oversight.

The original lease period was from 1995 to 2005. In 2005, the Lease was amended to include the renovation/restoration of the abandoned Gardener's Cottage, and the lease was extended to 2015. In 2015, the lease was amended and has since expired on January 31, 2025.

At this time, based on CCP's past contributions to the renovation/adaptive reuse of these two historic buildings in the support of the art of printmaking, the recommendation is to renew their lease for an additional 10 years.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Lease Agreement with the Center for Contemporary Printmaking, Inc. to extend the Lease for the Carriage House and Gardener's Cottage retro-actively for 10 years from February 1, 2025, to January 31, 2035. The remaining terms of the lease to remain unchanged.

Center for
Contemporary
Printmaking

CENTER FOR CONTEMPORARY PRINTMAKING, INC.

299 West Avenue
Norwalk, CT 06850

PREPARED FOR:

Frank Nash
June 30, 2025

PREPARED BY:

Kimberly Henrikson
Executive Director

CONTENTS

SECTION 1:

ORGANIZATIONAL HISTORY AND OVERVIEW

SECTION 2:

FACILITIES AND BUILDINGS

SECTION 3:

FINANCES AND MAINTENANCE COSTS

SECTION 4:

CURRENT PROGRAM OFFERINGS AND OUTREACH

SECTION 1:

ORGANIZATIONAL HISTORY AND OVERVIEW

The Center for Contemporary Printmaking (CCP), known initially as the Connecticut Graphic Arts Center (CGAC), was founded by Michael Costello, Grace Ross Shanley, and Andrew Stasik as a nonprofit 501(c)(3) in 1995. From the beginning, CCP's mission has been to support, preserve and advance the art of original prints and to educate the public about the process of printmaking as the only non-profit center between New York and Boston dedicated solely to printmaking, book arts, photography, and related disciplines. The Center is dedicated to increasing awareness, knowledge and appreciation for prints and the process of printmaking through its exhibitions, educational programs and workshops, an artist residency program, and studio facilities for artists.

CCP is located in a historic, landmark 19th century stone carriage house in Mathews Park in Norwalk, Connecticut. The space has been transformed into an important and dynamic printmaking facility and gallery space. It is fully equipped to accommodate all printmaking techniques: intaglio, lithography, monotype, silkscreen, woodblock printing, papermaking, book arts and digital processes.

The Center's Grace Ross Shanley Gallery is host to many world-class historic, contemporary, and thematic exhibitions of original prints, including alternating biennial international exhibitions - Miniprint and Footprint - that attract submissions from artists in more than 90 countries. The adjacent Lithography Studio Gallery hosts parallel exhibitions to the main gallery's schedule; All exhibitions are free and open to the public.

CCP maintains an Artist-in-Residence Program, hosting artists from around the world at our Helen Frankenthaler Residency Cottage attracting artists from print centers around the world who come to CCP to print. CCP also offers a rotating schedule of workshops in all aspects of printmaking at all levels, taught by visiting instructor artists and printmakers from around the world as well as from CCP's own staff of talented printmakers.

In September 2015, CCP launched the Grace Ross Shanley Memorial Scholarship Program with the goal of educating future printmakers. As part of this program, the Center offers two-year apprentice/mentor opportunities for high school juniors through their senior year, enrolling students from many of our area high schools.

For 30 years, CCP has given artists and art lovers alike a place to expand their knowledge of the print medium. It serves as an oasis of creativity where emerging and professional artists from throughout Fairfield County, the tri-state area, and beyond, are experimenting and learning traditional and contemporary print techniques.

SECTION 2:

FACILITIES AND BUILDINGS

LOCATION

CCP's staff and programs are split between two buildings. The main studio building and galleries are housed at 299 West Avenue, and the artist residency cottage sits behind it at 297 West Avenue.

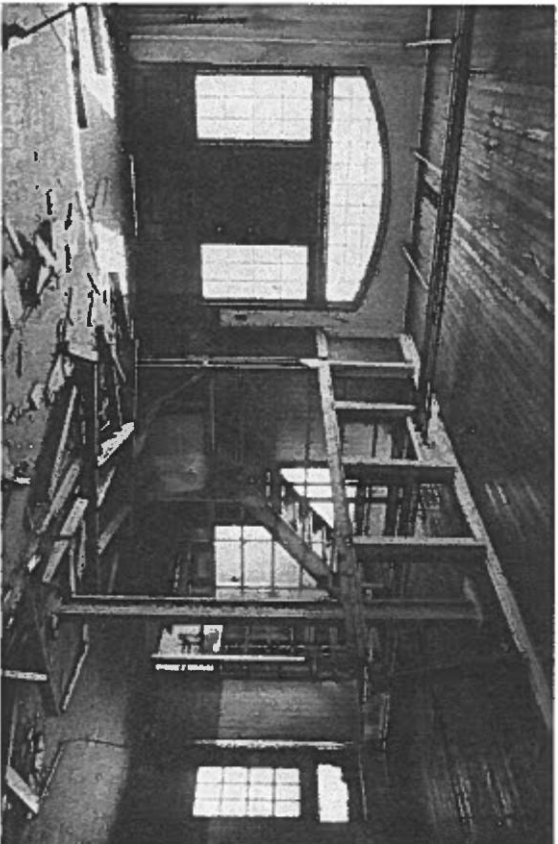
MAIN BUILDING

In May 1994, CCP's founder, Grace Ross Shanley, approached the City of Norwalk with a proposal to establish an arts center in the former carriage house in Mathews Park that had housed the Public Works Administration and Engineering Office and that had been sitting abandoned and vacant for the past six years. Grace committed to investing \$250,000 of private capital into the project with the understanding that the City would be responsible to ensure that the existing base building was in proper structural condition. In return for use of the building, she took on responsibility for interior improvements to restore the space, cover all operational expenses, and to offer educational programs beneficial to Norwalk and surrounding communities, including schools and businesses. The restoration put the Carriage House to an artistic use compatible with the Lockwood-Mathews Mansion Museum rather than it being in disrepair and unoccupied. It turned into a vibrant facility that enhances the Park and serves the community at no cost to Norwalk.

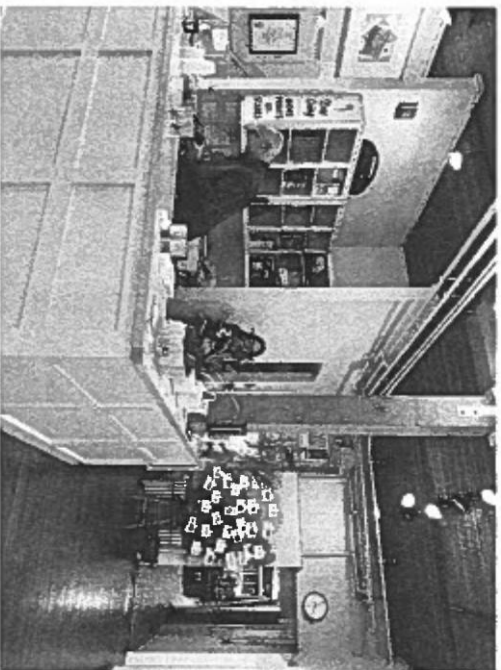


Among its printmaking facilities, CCP maintains five intaglio presses, one lithographic press, a Vandercook press, an acid room, silkscreen facilities, a paper mill, an exposure table for photogravure, state-of-the-art computers, and a programmable copy machine. In addition, the newly renovated Helen Frankenthaler Printmaking Cottage houses two large presses and living accommodations for Artists-In-Residence.



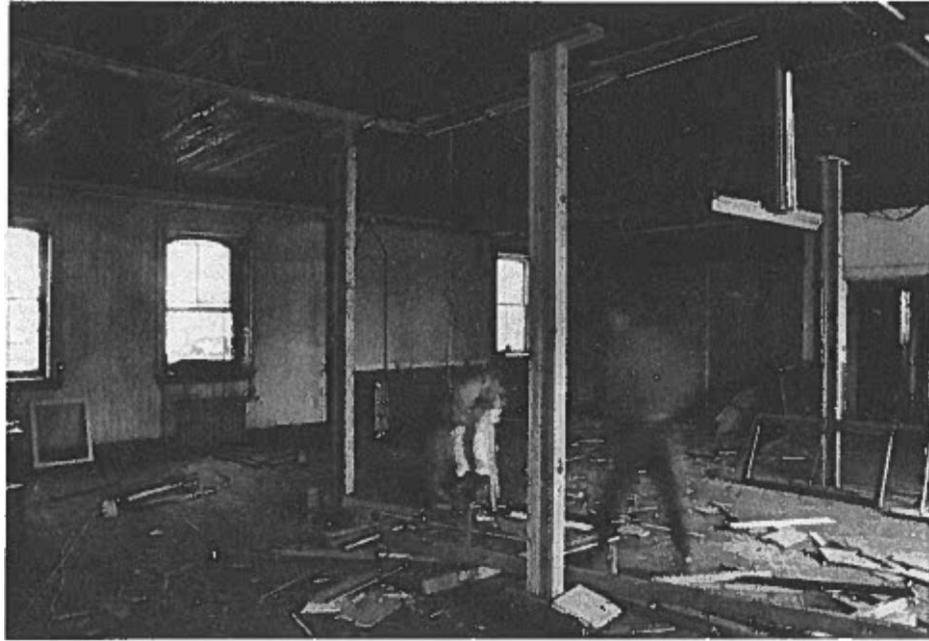


ABOVE: CCP Main Building entry and reception area prior to renovation



ABOVE: CCP Main Building entry and reception area today

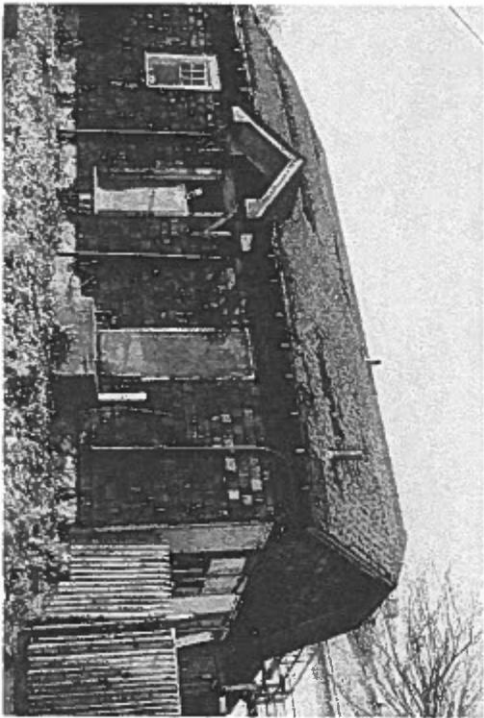




ABOVE: CCP Gallery and Lithography Studio areas prior to renovation

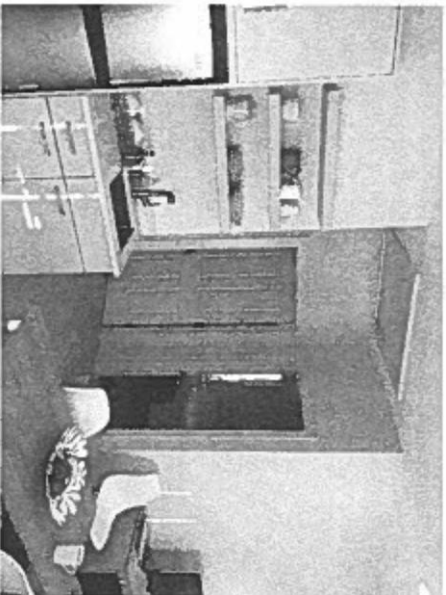
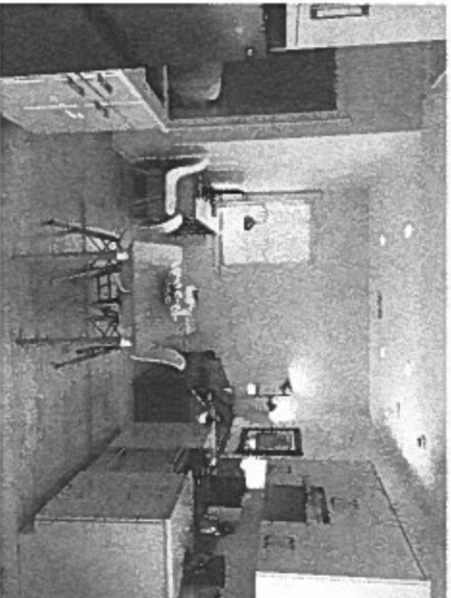
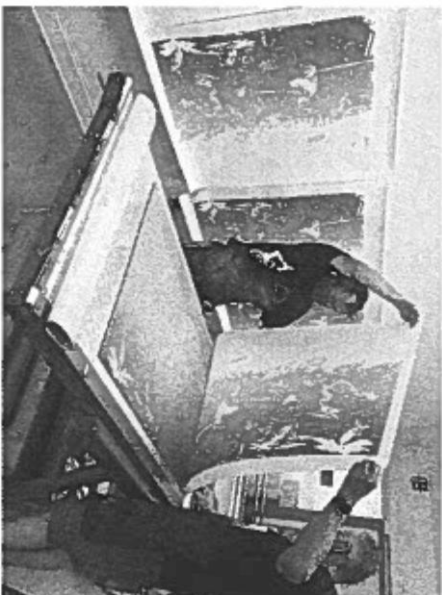
BELOW: CCP Gallery and Lithography Studio areas in use today





ABOVE: Gardener's Cottage prior to renovation

Historic Preservation Society of the City of New York



SECTION 3:

FINANCES AND MAINTENANCE COSTS

After the initial costs of renovating the buildings in order to open the doors for programs, the organization has carried out incremental projects to improve and replace other needed equipment and systems. In addition, approximately \$10,000 is spent annually on regular maintenance costs.

START-UP COSTS	YEAR	COST	NOTES
Main Building* initial construction	1995	\$500,000.00	Connecticut Graphic Arts Center (CGAC) agreed to take the building "as is" from the city, half of the start-up costs, \$250,000, came as private capital contributed by founder
Cottage* initial construction	2001-2002	\$212,631	Received \$100,000 from CGAC's Board of Trustees
	TOTAL	\$712,631.34	

INVESTMENT COSTS

Asbestos abatement	2006	\$1,800.00	Removed from heating pipes in boiler room, paper room, hallway, and gallery
Cottage. HVAC System	2008	\$25,248	
New Hot Water Heater	2009	\$1,660.00	Electric instead of gas
Washer and Dryer	2009	\$1,040	
Lighting	2010	\$3,675.00	Upstairs studio workroom
Light Fixmre	2011	\$1,060.00	Downstairs Litho area
New Boiler	2013	\$11,929.43	\$11,344.43 for furnace work, \$585 for energy audit and boiler retrofit work
HVAC Ventilation Project	2015	\$16,889	Ventilation, lighting, painting
Lighting System Energy Improvemencs	2016	\$12,931.00	\$12,931.91 loan was taken out to pay towards this one
Renovation • Cottage	2016	\$28,740	Another \$9,971 donated by Norwalk Historical Commission
Refinished floors	2017	\$5,887.40	First floor and steps
Renovation • First Floor	2017	\$19,329	Main Bldg. Reception, Kitchen
New Hot Water Heater	2017	\$2,195	Main building
Sink Install	2018	\$1,500	Etching room
Security System Installation	2020	\$8,648	Both main building and cottage
Lighting Improvements	2022	\$19,180	1st floor gallery, Litho studio, and upstairs studio track lighting
New Hot Water Heater	2023	\$1,895	Replaced due to damage from groundhogs
	TOTAL	\$163,606.80	

REGULAR MAINTENANCE COSTS

Mowing and Snow Removal	\$6,447	Average yearly cost, varies according to weather/snow
Water • First District Water	\$81	Average yearly cost based on 2020 to present costs
Security System	\$1,344	Current annual cost of monitoring only (\$671.88 per building)
Hot Water Heater/Furnace Maintenance	\$1,240	Average cost for maintenance and repairs on equipment
Plumbing* Toilets, sinks, etc. (NOT furnace/hot water heater)	\$938	Average yearly cost for plumbing
TOTAL \$10,050.25		

SECTION 4:

CURRENT PROGRAM OFFERINGS AND OUTREACH

Among CCP's program offerings are its workshops and educational outreach, exhibitions, artist residency, and studio membership, all of which align with our mission as set forth from our initial founding, and all of which attract not only attention and support from local residents, but also bring the organization and our city to the attention of those at the state, national, and international levels.

For talented youth in our area, CCP operates an intense and focused two year fully-funded scholarship program teaching all of the printmaking processes to high school juniors and seniors through our **Grace Ross Shanley Memorial Scholarship Program**. We just wrapped up this academic year with 4 students from our area who received dedicated instruction from CCP's staff of professional printers to help them develop their creative talents and strengthen their body of work used for applying to art programs after graduation. During the summer CCP extends its hands-on offerings to our local community through a monthly series of free afternoon **Summer Sampler Sessions** held in our studios for anyone to attend, whether pre-registered or walk-up participants. In June 2025, 35 people visited and made beautiful cyanotypes with materials from nature, primarily from our front wildflower garden, and we are looking forward to the upcoming July and August events. Also in August we again return to the **SoNo Arts Festival** to make gelli plate prints, with our rainbow-rolled ink palettes ever-popular with young children. We also collaborate with other organizations on **public programs**, having partnered with the Maritime Aquarium for World Oceans Day, Keystone House, and the Blau House and Gardens for printmaking in the garden.



AUondm to tho Solfo Arts roslival visit tho CCP bootlt and make their owq prints to take home.



CCP AIR artist, Anette Millington. during her artist talk at CCP's galleries in January.

CCP mounts **7 to 9 exhibitions** each year between its two gallery spaces. All exhibitions are free and open to the public, with the summer international biennial exhibitions continuing to attract artists from the U.S. and internationally. The current *15th Biennial Miniature Pn'nt Exhibition* attracted artists from 19 countries and 23 U.S. states to submit work. We also host public artist talks in our gallery or studio **visits** with our artists in residence who provide insight into the projects they undertake during their time in the residency cottage. This year we have heard from Anette Millington from New York, Miguel Aragon from Mexico, and we're looking forward to our summer resident artist, Nancy Willis from California.

Programs reach locally and internationally, but effort within Norwalk keeps CCP staff involved with the Norwalk Chamber of Commerce, having held a **Norwalk Business Breakfast** last fall. CCP has also been an invited panelist each January for the Chamber's **Norwalk Leadership Institute** on the Arts and Culture Panel. CCP's Director took part in a career day at the **Ponus Ridge STEAM Academy** organized through the Chamber, followed shortly thereafter by an invitation to a Shark Tank event with the 6th graders before the school year ended. Connecticut State Senator Bob Duff has repeatedly invited CCP to participate as an exhibiting organization representing Norwalk for **Norwalk Day at the Capitol**. And Secretary of State Stephanie Thomas displays prints from **CCP in Hartford** in both her formal and business offices knowing the quality of the work we do and the caliber of artists we attract to Norwalk.



Cam1cciticut State So11alor,Bo,b D11H, with CCP Director.Kimbort1Henrkson at the N1nwalk Day at the Capitol event in Hartford, f.l.ly 2025.

New partnerships and collaborations with both local and international organizations were the highlight of the last year with CCP's first international **artist residency exchange with the city of Dresden, Germany**, a visit from the **Swiss Consulate** and their staff for a tour of our gallery and studios in the fall, and an **artist exchange with Taiwan** in the works. And for 2025 we are looking forward to hosting the second artist from Dresden this November, Falk Topfer, as we send a second artist from our community to Dresden this fall.

Our community studio of artists, printers, volunteers, and other dedicated supporting members have made CCP a vibrant contributor to the local, national, and international artistic community providing a solid foundation for many years to come.



local attendees at the Norwalk NICE Festival making gelli plalo prints at the CCP booth.



Martin Chidiac, Chairman of Culture and Tourism for the Elbe Euroregion, with CCP Executive Director, Kimberly Henrikum, at the opening reception of the *Residency Showcase Exhibition* including work by the Dresden residency exchange artist Theresa Wenzel.



CITY OF NORWALK FIRE DEPARTMENT

121 CONNECTICUT AVENUE NORWALK, CT. 06854

7/30/2025

Project: Station 1 – Apparatus Floor Replacement

Background:

The apparatus floor at Station 1, 90 New Canaan Avenue, is failing and has been ordered to be replaced by the Norwalk Building Department. The first phase was approved and performed in May 2024. This phase consisted of test borings and an inspection excavation to determine the proper scope of action to replace the failing floor. Upon receiving the test results, GZA (the contracted Geotechnical Engineering firm) presented three solutions. After discussion, it was determined that the floor should be replaced with a new slab utilizing a helical pile foundation system. The attached quote is for performing the recommended work. AV Tuchy was chosen by GZA and possesses extensive experience installing the recommended helical pile system. They were approved as the contractor at the time of the Phase 1 approval. In an effort to save time and money, Truck 1 will be temporarily relocated to Station 6 on 100 Fairfield Avenue. This relocation will allow the project to be completed in two phases, rather than four, resulting in a \$31,500.00 deduction to the initial construction cost.

The Norwalk Building Department has ordered the floor to be replaced as soon as possible due to the potential instability of the floor and the soil beneath. The floor shifts upon the entry and exit of the fire apparatus. The recommendation from the Building Department is included in the request package.

Action:

- a. **Authorize the Mayor, Harry W. Rilling, to execute a contract with A.V. Tuchy Builders Inc. for the replacement of the apparatus floor at Broad River Fire Station (Station 1), located at 90 New Canaan Ave. for an amount not to exceed \$604,723.00. Account # 09263110-5777-C0854.**
- b. **Authorize a 10% Change Order contingency allowance for a total not to exceed \$60,472.00. Account # 09263110-5777-C0854.**



1 McClintock Street
Norwalk, Connecticut 06851
Telephone: 203/847-2461
Fax: 203/847-7116

March 18, 2025

Mr. Mark Conte
Assistant Chief
Fire Department
City Of Norwalk
Norwalk, CT 06854

Re: Slab Renovation – Norwalk Fire Station 1

Dear Mr. Conte:

We propose to furnish all necessary labor, materials, and equipment to complete the concrete slab renovation, in accordance with drawings prepared by GZA dated January 2025 for the sum of **Six Hundred Thirty-Two Thousand One Hundred Forty-Eight Dollars (\$632,148.00) CT Service Sales Tax Exempt.**

SCOPE OF WORK:

General Requirements (Supervision, Clean-up, etc.)
Existing Slab Demolition Phased A-D
Erosion Controls
Drainage System with Cast-in-place Linear Drains
48 Helical Piles Phased A-D
Crushed Stone Subbase
Double Reinforcing Steel Mat
5000 PSI Structural Concrete Slab, Pitched to Drainage
Sitework as Detailed
New Ceiling Grid System with Vinyl Wrapped Gypsum Tiles
Twenty-One 2' x 2' LED Flat Panel Lights
Permit Fees

EXCLUDED: Connecticut Service Sales Tax
Unforeseen Utilities
Rock/Ledge Removal

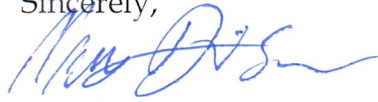
ADD/ALT. #1 – Furnish the project in two phases in place of the four phases as shown on the drawings. **Deduct \$31,500.00**

Add/Alt. #2 – Wire new lights to three new dimmer switched to control each bay.
Add \$3,250.00

*Any pile that exceeds 25' in length, add \$290.00 per 7' extension needed to hit required torque.

Thank you for this opportunity and I hope we may be of further service. If you should have any questions, please feel free to contact me.

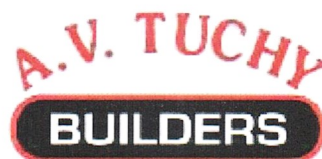
Sincerely,



Matt DiScala
Project Manager



Project name	Norwalk Fire House
Document	Bid
Estimator	Matt D
Labor rate table	AVT Labor w/ Benefit
Equipment rate table	AVT Equipment Table
Job size	3320 SF
Project	Structural Reno
Report format	Sorted by 'Group phase/Phase' 'Detail' summary Paginate



Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
1100.00		GENERAL REQUIREMENTS			
	1101.00	Personnel: Supervision			
		Superintendent	320.00 hr	86.75 /hr	27,759
		Personnel: Supervision		/hr	27,759
	1355.00	Temp: Protection			
		Temp Partitions	145.00 lf	63.00 /lf	9,135
		Temp: Protection		/ls	9,135
	1511.00	Temp: Utilities			
		Temp Phone	2.00 mo	120.00 /mo	240
		Temp Toilet	2.00 mo	140.00 /mo	280
		Internet Connection	2.00 mo	70.00 /mo	140
		Temp: Utilities		/mo	660
	1705.00	Clean Up			
		Current Cleanup	80.00 hr	73.68 /hr	5,895
		Rent Dumpster	2.00 ea	175.00 /ea	350
		Haul Dumpster	10.00 ton	100.00 /ton	1,000
		Final Cleanup	2,500.00 ls	1.00 /ls	2,500
		Clean Up		/wk	9,745
		GENERAL REQUIREMENTS			47,298
2050.00		DEMOLITION			
	2050.01	Demo: Subcontractors			
		Phase A Demolition	18,420.00 ls	1.00 /ls	18,420
		Phase B Demolition	18,420.00 ls	1.00 /ls	18,420
		Phase C Demolition	31,440.00 ls	1.00 /ls	31,440
		Phase D Demolition	31,440.00 ls	1.00 /ls	31,440
		Demo: Subcontractors		/ea	99,720
		DEMOLITION			99,720
2100.00		SITEWORK			
	2100.01	Division 2 Subcontractors			
		Site Drainage -Sub	19,895.00 ls	1.00 /ls	19,895
		Helical Piles - Mobilizations (4)	12,000.00 ls	1.00 /ls	12,000
		Phase A Helical Piles	17,000.00 ls	1.00 /ls	17,000
		Phase B Helical Piles	17,000.00 ls	1.00 /ls	17,000
		Phase C Helical Piles	25,500.00 ls	1.00 /ls	25,500
		Phase D Helical Piles	25,500.00 ls	1.00 /ls	25,500
		Sub - Erosion Controls	19,110.00 ls	1.00 /ls	19,110
		Exterior Site Work	29,540.00 ls	1.00 /ls	29,540
		Division 2 Subcontractors		/ea	165,545
		SITEWORK			165,545
3000.00		CONCRETE			
	3000.01	Division 3 Subcontractors			
		Phase A Slab - Includes rebar mat and cast in place drain	30,325.00 ls	1.00 /ls	30,325
		Phase B Slab - Includes rebar mat and cast in place drain	30,325.00 ls	1.00 /ls	30,325
		Phase C Slab - Includes rebar mat and cast in place drain	56,600.00 ls	1.00 /ls	56,600
		Phase D slab - Includes rebar mat and cast in place drain	56,600.00 ls	1.00 /ls	56,600
		Division 3 Subcontractors		/ea	173,850
		CONCRETE			173,850
9000.00		FINISHES			
	9000.01	Division 9 Subcontractors			
		Acoustical Ceilings	32,000.00 ls	1.00 /ls	32,000
		Division 9 Subcontractors		/ea	32,000
		FINISHES			32,000
16000.00		ELECTRICAL			
	16001.00	Electrical Complete			
		LED Lighting	15,645.00 ls	1.00 /ls	15,645
		Electrical Complete		/ea	15,645
		ELECTRICAL			15,645



Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit	Percent of Total
Labor	36,698		436,250 hrs			11.054 /SF	5.81%
Material	6,090					1.834 /SF	0.96%
Subcontract	489,260					147.367 /SF	77.40%
Equipment							
Other	2,010					0.605 /SF	0.32%
Sales Tax on Material					C		
	534,058	534,058				160.861 /SF	84.48% 84.48%
Overhead	42,725			8.000 %	T	12.869 /SF	6.76%
	42,725	576,783				173.730 /SF	6.76% 91.24%
Profit	40,375			7.000 %	T	12.161 /SF	6.39%
	40,375	617,158				185.891 /SF	6.39% 97.63%
Zoning Permit Fee	4,899			7.750 \$ / 1,000	T	1.476 /SF	0.77%
Building Permit	10,091			16.350 \$ / 1,000	T	3.039 /SF	1.60%
CT Service Sales Tax					L		
Total		632,148				190.406 /SF	

We agree to do the above estimated work for the price of 632,148 dollars

Signature _____
Print Name _____
Date _____

Signature _____
Print Name _____
Date _____



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

RE: **LED LIGHTING RETROFIT AT NORWALK CITY HALL,
NORWALK HEALTH DEPARTMENT, NATHANIEL ELY
CENTER & ROOSEVELT CENTER**

DATE: JULY 30, 2025

On August 8, 2024, the City's Purchasing Department solicited proposals from energy efficient lighting replacement / conversion firms to provide turnkey design and installation services associated with the replacement of existing interior lighting fixtures at the Norwalk City Hall, Norwalk Health Department, Roosevelt Center and Ely Center with more energy efficient LED lighting.

As part of the RFP firms were asked to provide all technical and financial data necessary to demonstrate the feasibility of their proposed improvement that included, but was not limited to the following:

- Experience with similar type projects and size of scope.
- Lowest overall cost (inclusive of incentives) and enhancement to the well-being of the occupants.
- Approach to project scope of work and project schedule.
- Ability of the system to respond to varying operating needs and schedule.
- Evaluate cost of lighting and approach on a per building basis, as well as the overall project.
- Environmental benefit.

The City received five (5) conforming proposals received from the following firms:

Earthlight Technologies LLC
Energy Resources USA
Environmental Systems Corporation
Fulcrum Energy Solutions, Inc.
Tri State LED

A Review Committee was established and consisted of: Carleen Megaro - Buyer, Alan Lo - , Building and Facilities Manager, Neil Rennie - Property Manager, Fred Bretherton - Assistant Property Manager and Dan Miller – Chief Building Engineer.

Each member of the Review Committee was requested to rate each proposal based on criteria that were outlined in the City’s RFP. The objective of the rating was to create a short list of submissions and examine each submission more fully.

The Review Committee selected two (2) proposals for the short list. These firms were: Energy Resources USA and Tri State LED.

Each of the short-listed firms received a series of supplemental questions developed from input by the Review Committee. Using the responses to these questions, along with the original proposals and interviews, the Committee evaluated both firms. Initially, the Committee recommended **Energy Resources USA**; however, the firm has since declined to move forward with the project. As a result, **Tri-State LED** was identified as the next most qualified firm to perform the energy-efficient lighting replacement and conversion at City locations. This decision was based on their relevant experience with similar projects, the total capital cost to the City, warranty periods for labor and materials, and the overall quality of their presentation to the Committee.

ACTION REQUESTED:

- 1. Authorize to RESCIND Common Council Action of January 7, 2025 Item VII. D. 1 to 4 which authorized the execution of agreements with Energy Resources USA, LLC and Eversource Energy for LED lighting retrofits at Norwalk City Hall, Norwalk Health Department, Nathaniel Ely Center and Roosevelt Center.**
- 2a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Tri-State LED to provide LED Lighting Retrofit Services at City Hall for a total not to exceed \$282,138.00 (\$268,703.57 plus 5% contingency). Payment to be made via Eversource incentives and on-bill financing.**
- 2b. Authorize the Mayor, Harry W. Rilling, to execute any and all documents with Eversource Energy to apply and accept Energy Efficient Upgrade incentives and Financing through Eversource on-bill financing program for the City Hall LED Lighting Retrofit project.**
- 3a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Tri-State LED to provide LED Lighting Retrofit Services at the Norwalk Health Department for a total not to exceed \$73,175.00 (\$69,690.05 plus 5% contingency). Payment to be made via Eversource incentives and on-bill financing.**
- 3b. Authorize the Mayor, Harry W. Rilling, to execute any and all documents with Eversource Energy to apply and accept Energy Efficient Upgrade incentives and**

Financing through Eversource on-bill financing program for the Norwalk Health Department LED Lighting Retrofit project.

- 4a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Tri-State LED to provide LED Lighting Retrofit Services at the Nathaniel Ely Center for a total not to exceed \$86,975.00 (\$82,833.77 plus 5% contingency). Payment to be made via Eversource incentives and on-bill financing.**
- 4b. Authorize the Mayor, Harry W. Rilling, to execute any and all documents with Eversource Energy to apply and accept Energy Efficient Upgrade incentives and Financing through Eversource on-bill financing program for the Nathaniel Ely Center LED Lighting Retrofit project.**
- 5a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Tri-State LED to provide LED Lighting Retrofit Services at the Roosevelt Senior Center for a cost not to exceed \$47,898.00 (\$45,617.86 plus 5% contingency). Payment to be made via Eversource incentives and on-bill financing.**
- 5b. Authorize the Mayor, Harry W. Rilling, to execute any and all documents with Eversource Energy to apply and accept Energy Efficient Upgrade incentives and Financing through Eversource on-bill financing program for the Roosevelt Center LED Lighting Retrofit project.**



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: 103-0264N – SOUTH NORWALK ELEMENTARY SCHOOL – TOTAL COMMUNICATIONS CONTRACT VALUE AMENDMENT**

DATE: JULY 30, 2025

At the Land Use & Building Management Committee on February 05, 2025, and Common Council Meeting on February 11, 2025, the recommendation to issue purchase orders to Technology vendors on the South Norwalk Elementary School were approved. Specific to the TE-01 LAN Network Switches technology bid, approval was received for TOTAL Communications with a value of \$162,831.66 and change order contingency value of \$8,000. The total value authorized at the time was \$170,831.66.

When the purchase order was issued to TOTAL Communications it was discovered that there was an error in the value that had been requested for approval. The actual bid value for Total Communications was \$169,831.66, which is \$7,000 greater than the authorized value. In order to move forward with material procurement, the difference was absorbed by the change order contingency value, leaving a balance of \$1,000 for future change orders.

Recently David Hopp, Director of Technology for Norwalk Public Schools, requested changes to existing cable lengths as well as additional equipment for the network at South Norwalk Elementary School. It has been confirmed that these changes are necessary for network to function as intended and the cost of this change order is \$4,737.94.

As a result of this recent change order, we are requesting authorization to amend the original purchase order value of \$162,831.66 to the correct value of \$169,831.66. This will replenish the change order contingency of \$8,000 which will be utilized for the current change order of \$4,737.94.

Attached for reference is the change order proposal totaling \$4,737.94 and the original proposal totaling \$169,831.66.

ACTION REQUESTED:

- a. **Authorize the Purchasing Agent to amend the Purchase Order to TOTAL Communications (State Contract #18PSX0202) for the TE-01 LAN Network Switches for the South Norwalk Elementary School for a revised total sum of \$169,831.66. Funds are available in Acct. #0922 5010 5777 C0808.**

CHANGE ORDER



SNES Change Order IDF223

QUOTE # JB001034 V1

PREPARED FOR

Norwalk Public Schools

PREPARED BY

Joe Bittner

Hardware

Description	Price	Qty	Ext. Price
Catalyst 9300 8 x 10GE Network Module, spare	\$1,779.15	2	\$3,558.30
10GBASE-LRM SFP Module	\$532.88	4	\$2,131.52
Eaton Tripp Lite Series Cat6 Gigabit Snagless Molded (UTP) Ethernet Cable (RJ45 M/M), PoE, Blue, 1 ft. (0.31 m) - 1 ft Category 6 Network Cable for Network Device, ATM - First End: 1 x RJ-45 Network - Male - Second End: 1 x RJ-45 Network - Male - 1 Gbit/s 	\$2.20	700	\$1,540.00
Eaton Tripp Lite Series Cat6 Gigabit Snagless Molded (UTP) Ethernet Cable (RJ45 M/M), PoE, Yellow, 1 ft. (0.31 m) - Category 6 - 1ft - 1 x RJ-45 Male Network - 1 x RJ-45 Male Network - Yellow 	\$2.20	100	\$220.00
Eaton Tripp Lite Series Cat6 Gigabit Snagless Molded (UTP) Ethernet Cable (RJ45 M/M), PoE, Blue, 10 ft. (3.05 m) - 10ft - 1 x RJ-45 Male - 1 x RJ-45 Male - Blue 	\$4.26	-208	(\$886.08)
Eaton Tripp Lite Series Cat6 Gigabit Snagless Molded (UTP) Ethernet Cable (RJ45 M/M), PoE, Blue, 6 ft. (1.83 m) - 6 ft Category 6 Network Cable for Network Device, ATM - First End: 1 x RJ-45 Network - Male - Second End: 1 x RJ-45 Network - Male - 1 Gbit/s 	\$3.23	-438	(\$1,414.74)
Eaton Tripp Lite Series Cat6 Gigabit Snagless Molded (UTP) Ethernet Cable (RJ45 M/M), PoE, Blue, 15 ft. (4.57 m) - Category 6 - 15ft - 1 x RJ-45 Male Network - 1 x RJ-45 Male Network 	\$5.44	-15	(\$81.60)
Eaton Tripp Lite Series Cat6a 10G Snagless Molded UTP Ethernet Cable (RJ45 M/M), PoE, Yellow, 10 ft. (3.1 m) - 10 ft Category 6a Network Cable for Network Device, Switch, Patch Panel, Server, Router, Hub, Printer, Computer, Photocopier, Modem, Security De 	\$6.46	-105	(\$678.30)
Cisco Standard Power Cord 	\$10.26	34	\$348.84
Subtotal:			\$4,737.94

**ORIGINAL
PROPOSAL**



**SNES: State Project No. 103-0264 R Phase 2 of 2
Category TE-01 LAN Network Switches**

QUOTE # JB000635 V1

PREPARED FOR

Norwalk Public Schools

PREPARED BY

Joe Bittner

Hardware

Description	Price	Qty	Ext. Price
Catalyst 9300 48-port 5Gbps, K12	\$7,051.82	1	\$7,051.82
C9300 DNA Essentials, 48-Port Term Licenses	\$0.00	1	\$0.00
C9300 DNA Essentials, 48-port - 3 Year Term License	\$631.85	1	\$631.85
C9300 Network Essentials, 48-port license	\$0.00	1	\$0.00
Cisco Catalyst 9300 XE 17.12 UNIVERSAL	\$0.00	1	\$0.00
1100W AC 80+ platinum Config 1 Power Supply	\$0.00	1	\$0.00
North America AC Type A Power Cable	\$0.00	2	\$0.00
No SSD Card Selected	\$0.00	1	\$0.00
No Stack Cable Selected	\$0.00	1	\$0.00
No Stack Power Cable Selected	\$0.00	1	\$0.00
Cisco Catalyst Type 1 Network Module Blank	\$0.00	1	\$0.00
RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	\$0.00	1	\$0.00
12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	1	\$0.00
1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	1	\$0.00
No Network Module Selected	\$0.00	1	\$0.00
Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
1100W AC 80+ platinum Config 1 Secondary Power Supply	\$1,348.49	1	\$1,348.49
Catalyst 9300 48-port PoE+, K12	\$5,679.31	3	\$17,037.93
C9300 DNA Essentials, 48-Port Term Licenses	\$0.00	3	\$0.00
C9300 DNA Essentials, 48-port - 3 Year Term License	\$631.85	3	\$1,895.55
C9300 Network Essentials, 48-port license	\$0.00	3	\$0.00
Cisco Catalyst 9300 XE 17.12 UNIVERSAL	\$0.00	3	\$0.00
715W AC 80+ platinum Config 1 Power Supply	\$0.00	3	\$0.00
715W AC 80+ platinum Config 1 SecondaryPower Supply	\$887.17	3	\$2,661.51
North America AC Type A Power Cable	\$0.00	6	\$0.00

Hardware

Description	Price	Qty	Ext. Price
No SSD Card Selected	\$0.00	3	\$0.00
No Stack Cable Selected	\$0.00	3	\$0.00
No Stack Power Cable Selected	\$0.00	3	\$0.00
Cisco Catalyst Type 1 Network Module Blank	\$0.00	3	\$0.00
RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	\$0.00	3	\$0.00
12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	3	\$0.00
1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	3	\$0.00
No Network Module Selected	\$0.00	3	\$0.00
Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	3	\$0.00
Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	\$34.94	8	\$279.52
10GBASE-LRM SFP Module	\$508.90	4	\$2,035.60
Catalyst 9300 8 x 10GE Network Module, spare	\$1,491.90	2	\$2,983.80
1M Type 1 Stacking Cable	\$137.13	7	\$959.91
3M Type 1 Stacking Cable	\$210.31	1	\$210.31
Catalyst 9300 48-port 5Gbps, K12	\$7,051.82	1	\$7,051.82
C9300 DNA Essentials, 48-Port Term Licenses	\$0.00	1	\$0.00
C9300 DNA Essentials, 48-port - 3 Year Term License	\$631.85	1	\$631.85
C9300 Network Essentials, 48-port license	\$0.00	1	\$0.00
Cisco Catalyst 9300 XE 17.12 UNIVERSAL	\$0.00	1	\$0.00
1100W AC 80+ platinum Config 1 Power Supply	\$0.00	1	\$0.00
North America AC Type A Power Cable	\$0.00	2	\$0.00
No SSD Card Selected	\$0.00	1	\$0.00
No Stack Cable Selected	\$0.00	1	\$0.00
No Stack Power Cable Selected	\$0.00	1	\$0.00
Cisco Catalyst Type 1 Network Module Blank	\$0.00	1	\$0.00

Hardware

Description	Price	Qty	Ext. Price
RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	\$0.00	1	\$0.00
12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	1	\$0.00
1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	1	\$0.00
No Network Module Selected	\$0.00	1	\$0.00
Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
1100W AC 80+ platinum Config 1 Secondary Power Supply	\$1,348.49	1	\$1,348.49
Catalyst 9300 48-port PoE+, K12	\$5,679.31	8	\$45,434.48
C9300 DNA Essentials, 48-Port Term Licenses	\$0.00	8	\$0.00
C9300 DNA Essentials, 48-port - 3 Year Term License	\$631.85	8	\$5,054.80
C9300 Network Essentials, 48-port license	\$0.00	8	\$0.00
Cisco Catalyst 9300 XE 17.12 UNIVERSAL	\$0.00	8	\$0.00
715W AC 80+ platinum Config 1 Power Supply	\$0.00	8	\$0.00
715W AC 80+ platinum Config 1 SecondaryPower Supply	\$887.17	8	\$7,097.36
North America AC Type A Power Cable	\$0.00	16	\$0.00
No SSD Card Selected	\$0.00	8	\$0.00
No Stack Cable Selected	\$0.00	8	\$0.00
No Stack Power Cable Selected	\$0.00	8	\$0.00
Cisco Catalyst Type 1 Network Module Blank	\$0.00	8	\$0.00
RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	\$0.00	8	\$0.00
12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	8	\$0.00
1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	8	\$0.00
No Network Module Selected	\$0.00	8	\$0.00
Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	8	\$0.00
Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	\$34.94	18	\$628.92
40GBASE Active Optical Cable, 15m	\$744.89	1	\$744.89

Hardware

Description	Price	Qty	Ext. Price
10GBASE-LRM SFP Module	\$508.90	2	\$1,017.80
Catalyst 9300 8 x 10GE Network Module, spare	\$1,491.90	2	\$2,983.80
1M Type 1 Stacking Cable	\$137.13	8	\$1,097.04
3M Type 1 Stacking Cable	\$210.31	1	\$210.31
Catalyst 9300 48-port 5Gbps, K12	\$7,051.82	1	\$7,051.82
C9300 DNA Essentials, 48-Port Term Licenses	\$0.00	1	\$0.00
C9300 DNA Essentials, 48-port - 3 Year Term License	\$631.85	1	\$631.85
C9300 Network Essentials, 48-port license	\$0.00	1	\$0.00
Cisco Catalyst 9300 XE 17.12 UNIVERSAL	\$0.00	1	\$0.00
1100W AC 80+ platinum Config 1 Power Supply	\$0.00	1	\$0.00
North America AC Type A Power Cable	\$0.00	2	\$0.00
No SSD Card Selected	\$0.00	1	\$0.00
No Stack Cable Selected	\$0.00	1	\$0.00
No Stack Power Cable Selected	\$0.00	1	\$0.00
Cisco Catalyst Type 1 Network Module Blank	\$0.00	1	\$0.00
RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	\$0.00	1	\$0.00
12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	1	\$0.00
1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	1	\$0.00
No Network Module Selected	\$0.00	1	\$0.00
Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
1100W AC 80+ platinum Config 1 Secondary Power Supply	\$1,348.49	1	\$1,348.49
Catalyst 9300 48-port PoE+, K12	\$5,679.31	3	\$17,037.93
C9300 DNA Essentials, 48-Port Term Licenses	\$0.00	3	\$0.00
C9300 DNA Essentials, 48-port - 3 Year Term License	\$631.85	3	\$1,895.55
C9300 Network Essentials, 48-port license	\$0.00	3	\$0.00

Hardware

Description	Price	Qty	Ext. Price
Cisco Catalyst 9300 XE 17.12 UNIVERSAL	\$0.00	3	\$0.00
715W AC 80+ platinum Config 1 Power Supply	\$0.00	3	\$0.00
715W AC 80+ platinum Config 1 SecondaryPower Supply	\$887.17	3	\$2,661.51
North America AC Type A Power Cable	\$0.00	6	\$0.00
No SSD Card Selected	\$0.00	3	\$0.00
No Stack Cable Selected	\$0.00	3	\$0.00
No Stack Power Cable Selected	\$0.00	3	\$0.00
Cisco Catalyst Type 1 Network Module Blank	\$0.00	3	\$0.00
RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	\$0.00	3	\$0.00
12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	3	\$0.00
1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	3	\$0.00
No Network Module Selected	\$0.00	3	\$0.00
Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	3	\$0.00
Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	\$34.94	8	\$279.52
10GBASE-LRM SFP Module	\$508.90	2	\$1,017.80
Catalyst 9300 8 x 10GE Network Module, spare	\$1,491.90	2	\$2,983.80
1M Type 1 Stacking Cable	\$137.13	3	\$411.39
3M Type 1 Stacking Cable	\$210.31	1	\$210.31
Vertiv Geist Basic Rack PDU - Data Center PDU - (10) NEMA 5-20R NEMA 5-20P rPDU - 120V 1.9kW 1U Horizontal Form Factor Rack Power Distribution Unit	\$168.62	1	\$168.62
Eaton Tripp Lite Series Cat6 Gigabit Snagless Molded (UTP) Ethernet Cable (RJ45 M/M), PoE, Blue, 6 ft. (1.83 m) - 6 ft Category 6 Network Cable for Network Device, ATM - First End: 1 x RJ-45 Network - Male - Second End: 1 x RJ-45 Network - Male - 1 Gbit/s	\$3.23	468	\$1,511.64
Eaton Tripp Lite Series Cat6 Gigabit Snagless Molded (UTP) Ethernet Cable (RJ45 M/M), PoE, Blue, 10 ft. (3.05 m) - 10ft - 1 x RJ-45 Male - 1 x RJ-45 Male - Blue	\$4.26	228	\$971.28



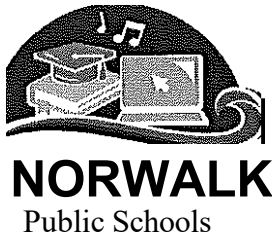
Hardware

Description		Price	Qty	Ext. Price
Eaton Tripp Lite Series Cat6 Gigabit Snagless Molded (UTP) Ethernet Cable (RJ45 M/M), PoE, Blue, 15 ft. (4.57 m) - Category 6 - 15ft - 1 x RJ-45 Male Network - 1 x RJ-45 Male Network		\$5.44	15	\$81.60
Eaton Tripp Lite Series Cat6a 10G Snagless Molded UTP Ethernet Cable (RJ45 M/M), PoE, Yellow, 10 ft. (3.1 m) - 10 ft Category 6a Network Cable for Network Device, Switch, Patch Panel, Server, Router, Hub, Printer, Computer, Photocopier, Modem, Security De		\$6.46	105	\$678.30
Eaton Tripp Lite Series 10Gb/40Gb/100Gb Duplex Multimode 50/125 OM4 LSZH Fiber Patch Cable (LC/LC), Aqua, 5M (16.4 ft.) - LSZH Fiber Patch Cable (LC/LC) - Aqua, 5M (16-ft.)		\$24.05	8	\$192.40
Subtotal:				\$149,531.66

Labor

Description	Price	Qty	Ext. Price
Data Fixed fee labor for service or project work.	\$205.00	80	\$16,400.00
Project Management	\$162.50	24	\$3,900.00
Subtotal:			\$20,300.00

MATERIAL TOTAL	\$149,531.66
+ LABOR	\$ 20,300.00
	\$169,831.66



TO: LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: JOHNATHAN KINNE, DISTRICT SAFETY & SECURITY SUPERVISOR

RE: AI ENHANCEMENTS TO SCHOOL SECURITY CAMERAS

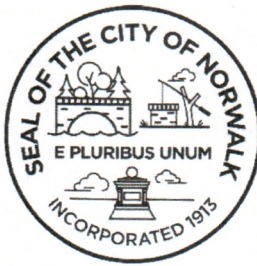
DATE: JULY 30, 2025

The Enhancements to School Security program throughout the Norwalk Public Schools was established several years ago and the need for further improvements has been noted. During the life of this program, a number of security enhancements have already been incorporated at various locations within the district and include upgrades to intrusion, CCTV & PA systems, AI technology, installation of protective window film and window treatments as well as the installation of a district wide high security master key system.

As part of the ongoing enhancements to school security, Ambient AI software and hardware is currently installed and being used at both Brien McMahon and Norwalk High Schools since September of 2024, covering more than 100 camera views. After a successful pilot of this software in the high schools, NPS is looking to expand the program and roll it out to the rest of the schools in the district. The NPS Technology department has worked with Ambient around technical and digital security measures and firewalls. More than 30 NPS employees have already been integrated into the Ambient notification tree and NPS is working to finalize its notification capabilities with the Norwalk PD and combined dispatch.

ACTION REQUESTED:

Authorize the Purchasing Agent to issue a Purchase Order with Ambient AI, INC for AI security camera enhancements at the middle and elementary schools for a total not to exceed \$263,916.00.
Funds are available in account #0926 5010 5777 C0537



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 7/25/2025

DEPARTMENT: NPS-SECURITY

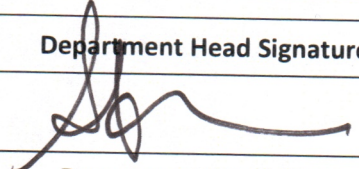
Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

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: \$263,916.00 MUNIS Account: 09265010-5777-C0537

VENDOR: AMBIENT AI INC. (620883)

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
Sharon Conners Digitally signed by Sharon Conners Date: 2025.07.25 16:09:10 -04'00'	☒	Supports	 Department Head Name Sandra Faioes Date 7/25/2025
	☐	Does Not Support	
		☐	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?

JUSTIFICATION:

As part of the ongoing enhancements to school security, Ambient AI software and hardware is currently installed and being used at both Brien McMahon and Norwalk High Schools since September of 2024, covering more than 100 camera views. The NPS Technology department has worked with Ambient around technical and digital security measures and firewalls. More than 30 NPS employees have already been integrated into the Ambient notification tree and NPS is working to finalize its notification capabilities with the Norwalk PD and combined dispatch.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency _____



Ambient.ai

AMBIENT AI INC

555 Twin Dolphin Dr. Suite 610
Redwood City, California 94065
United States

Prepared By: Andre Duncan
Email: andre.duncan@ambient.ai

Quote Number:
Expires On:

Q-00612
7/25/2025

Order Form

This Order Form ("Order Form") is for the purchase of the AMBIENT AI INC service(s) as set forth below:

Bill To and Ship To Information

Bill To

Norwalk Public Schools
125 East Ave
Norwalk, Connecticut 06852
United States

Ship To

Norwalk Public Schools
125 East Ave
Norwalk, Connecticut 06852
United States

Norwalk Public Schools - 265 streams

Product	Line Item Description	Start Date	End Date	Quantity	Total Price
AMB-SEC-ADV-THREAT	ADVANCED THREAT DETECTION Advanced Video Threat Signatures, Real-time alerting and proactive monitoring, intelligent forensics and AI-powered search, analytics dashboards, automated response and dispatching, 24x7 monitoring of endpoints and CMAs	8/18/2025	8/17/2026	265.00	\$206,700.00
AMB-PS-IMP	Implementation for streams - remote Cloud Managed Appliance Server set-up assistance, deployment and commissioning of Ambient AI solution associated with one license product offering, training, and go-live support.			1.00	\$16,536.00
Norwalk Public Schools - 265 streams TOTAL:					\$223,236.00

Server/Appliance

Product	Line Item Description	Start Date	End Date	Quantity	Total Price
AMB-CMA-ST-250S-30D-G4.1	Cloud Managed Appliance Standard - 250-stream capacity, 30-day retention, HD recording for H.264 and Full HD for H.265, HD streaming, 2 RU, 3-Year Support, Next Business Day HW Replacement, Next Business Day Onsite Diagnostics			1.00	\$40,680.00
Server/Appliance TOTAL:					\$40,680.00

Order Agreement Terms and Conditions

This Quote and all of the services and products ordered hereunder are governed by the Terms of Service (<https://ambient.ai/terms-of-service/>), which are herein incorporated by reference. Description of professional services standard scope (<https://ambient.ai/description-of-professional-services/>).

The stream quantities listed in this quote are an "up to" or maximum quantity. Any quantities less the maximum quantity do not carry over to future orders nor will be credited at the end of the subscription term. Any quantities greater than the maximum quantity are subject to additional charges. The products and services in this quote are non-cancellable and non-refundable.

All amounts are invoiceable at Order Form execution. Any applicable sales tax will be included upon invoicing.

Order Acceptance

AMBIENT AI INC

Norwalk Public Schools

Signature: _____

Signature: _____

Name: Noah Barr

Name: _____

Title: CFO

Title: _____

Date Signed: _____

Date Signed: _____

Billing Information

Billing Frequency: Annual

Payment Terms: Net 30



Ambient.ai
2010 N 1st Street, #405, San Jose, CA 95131
650-228-0622

To Whom It May Concern:

This letter serves as confirmation that Ambient's computer vision-based security solution is a sole source product - developed, designed, and deployed exclusively by Ambient AI Inc. Our technology integrates with nearly all makes/models of existing cameras to provide real-time detection of over 150 security and safety behaviors, delivering unprecedented accuracy and coverage across large-scale enterprise environments, government agencies, and educational institutions.

Our solution is uniquely positioned in the market as the only complete technology capable of real-time threat detection, forensic search, automated mobile dispatching, and access control alarm prioritization. With [5 granted U.S. patents](#) and additional patents pending for our platform including our proprietary Signal Intelligence System, no other company in the industry can offer a comparable approach to automatically monitoring access control alarms and detect threat events in video.

Key performance features that set Ambient apart include:

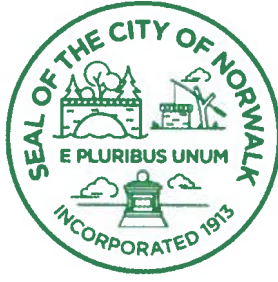
- **Largest Threat Detection Library in the Industry:** We maintain the most extensive and accurate library of 150+ threat behaviors, ensuring comprehensive coverage of safety and security risks across diverse environments.
- **Real-Time Alerting:** Our AI-driven system instantly identifies potential security breaches, distinguishing between harmless activities and true threats, significantly reducing false detections.
- **Forensic Search Capabilities:** Our real-time keyword-based search technology accelerates video investigations, allowing users to quickly pinpoint relevant footage based on specific events or actions, saving time and resources.
- **Access Control Alarm Prioritization:** Integrating directly with existing access control systems, our Signal Intelligence solution eliminates unnecessary alarms by analyzing video data to determine whether access attempts are authorized or suspicious.
- **Automated Mobile Dispatching:** Our system enables immediate and informed response by dispatching security personnel in real-time based on verified threats, improving response accuracy and time-to-resolution.

In summary, no other company in the physical security industry provides this combination of functionality, and patented features, all built within a truly scalability enterprise-grade platform.

Should you require further details or additional technical specifications, please contact sales@ambient.ai, or visit our website at www.ambient.ai.

Thank you for your attention and consideration.

Sincerely,
Shikhar Shrestha
CEO/Founder, Ambient.ai



Contract Staff Summary

Department/Staff Contact	DPW Aaron Ho x47268
Common Council Committee	Public Works Committee
Date Approved by Committee	August 5, 2025
Purpose/Scope	Document Scanning Services
Vendor (Indicate if new or existing vendor)	ARC Document Solutions LLC
Term of Contract	Amendment
Method of Procurement (Indicate if sole source)	
Cost of Contract	\$228,745.00
Funding Source/Account Number	01 13 70 5742 03 00 00 2602
Additional Information/Other Details	



CITY OF NORWALK
Aaron Ho
Assistant Civil Engineer
Department of Engineering
125 East Avenue
Norwalk, CT 06856
Office: 203 -854 7739
aho@norwalkct.gov

MEMORANDUM

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

CC:

FROM: Aaron Ho – Assistant Civil Engineer

RE: Public Works Committee Agenda Item - Project 4370 – Document Scanning Services – Proposed Amendment

DATE: July 29, 2025

The Norwalk DPW Engineering Division currently uses an electronic data management software, called OnBase, for storing and retrieving digital scans of the Engineering Division's library of large format record drawings. OnBase is complicated to use and manage, and is difficult to maintain from an IT perspective. We would like to utilize the City's existing Contract with ARC Document Solutions, LLC. to migrate the data from OnBase to SkySite Archives, which is ARC's electronic data management software. SkySite Archives has the same document retrieval capabilities as OnBase, while being easier to use and maintain, as well as being more economical.

In addition, we would like to utilize ARC's services to perform a round of quality control on the drawings to be imported into SkySite Archives, as well as to scan and/or index a large quantity of record drawings not yet incorporated into the existing software.

I would like to request that the following item be included on the agenda for the August 2025 Public Works Committee meeting.

- 1.) Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the December 23, 2024 Agreement between the City of Norwalk and ARC Document Solutions LLC, for Project 4370, Document Scanning Services, for an amount not to exceed \$228,745.00.

Account No. 011370-5742
0300002602



GIS Drawing Indexing & QC Services

Quotation

Customer Name	City of Norwalk, CT – Department of Engineering
Presented To	Mr. Aaron Ho
Project Description	GIS Data Indexing Project
Date	19 March 2025

ARC Company Overview

ARC Document Solutions is amongst the premier document management solutions and services companies in the United States. We provide Document Scanning Services, Cloud based Records Management Solutions and Consultancy Services to thousands of customers in Public and Private Sector. Our history, knowledge, and experience with digitizing various types of records, indexing & building databases and implementing electronic records management solutions are unmatched by any other firm.

- ARC operates through 140 Service Centers and 7 Secure Archival Information Management Centers in United States (<https://www.e-arc.com/location/>)
- Our Secure Service Centers are HIPAA Compliant, ISO 270001 Certified, CJIS and SOC2 Type II Compliant.
- National Archives - FADGI standard compliant records digitization services.
- With \$300 million annual revenue, and 30 years plus industry experience with small to national scale records digitization projects.
- Focus on automation, proven technologies, professional staff and offering the best customer services. More information: <https://www.e-arc.com/services/scanning/>

Our prominent clients for records digitization Services include US Army Corps of Engineers, US National Archives, City of Boston, City of Baltimore, City of Richmond, City of Providence etc. We can provide a comprehensive customer list and references based on your request. In this project, we offer off-site services through ARC's Archival Information Management Center as described in the scope of work.

We would also like to thank you for the opportunity and please feel free to contact us for any further information. And kindly inform me of the offer results and intend to award.

Sincerely yours,

Uday Pathirana
Director of Archival Information Management
17 Talcott Notch Rd, Farmington, CT 06032
Mobile: 410-302-1927
Email: udayanga.pathirana@e-arc.com

Our Methodology

Preliminary tasks prior to starting production process:

- Assign ARC Project Manager to be the single point of contact, project coordination and reporting.
- Arrange a project kick-off meeting with all the stakeholders, verify the requirements.
- Pilot Project – digitization of samples to receive customer's feedback.
- Establish a Quality Assurance Plan (QAP) and configure the production workflow.
- Establish the service levels for Records pull request (On-demand file access while at ARC custody).

Document Conversion Workflow

Our team of document conversion experts maintains a highly secure chain of custody and complies with the most stringent requirements.

Document Scanning Stages

HIPAA/secure scanning
Added security option under HIPAA system

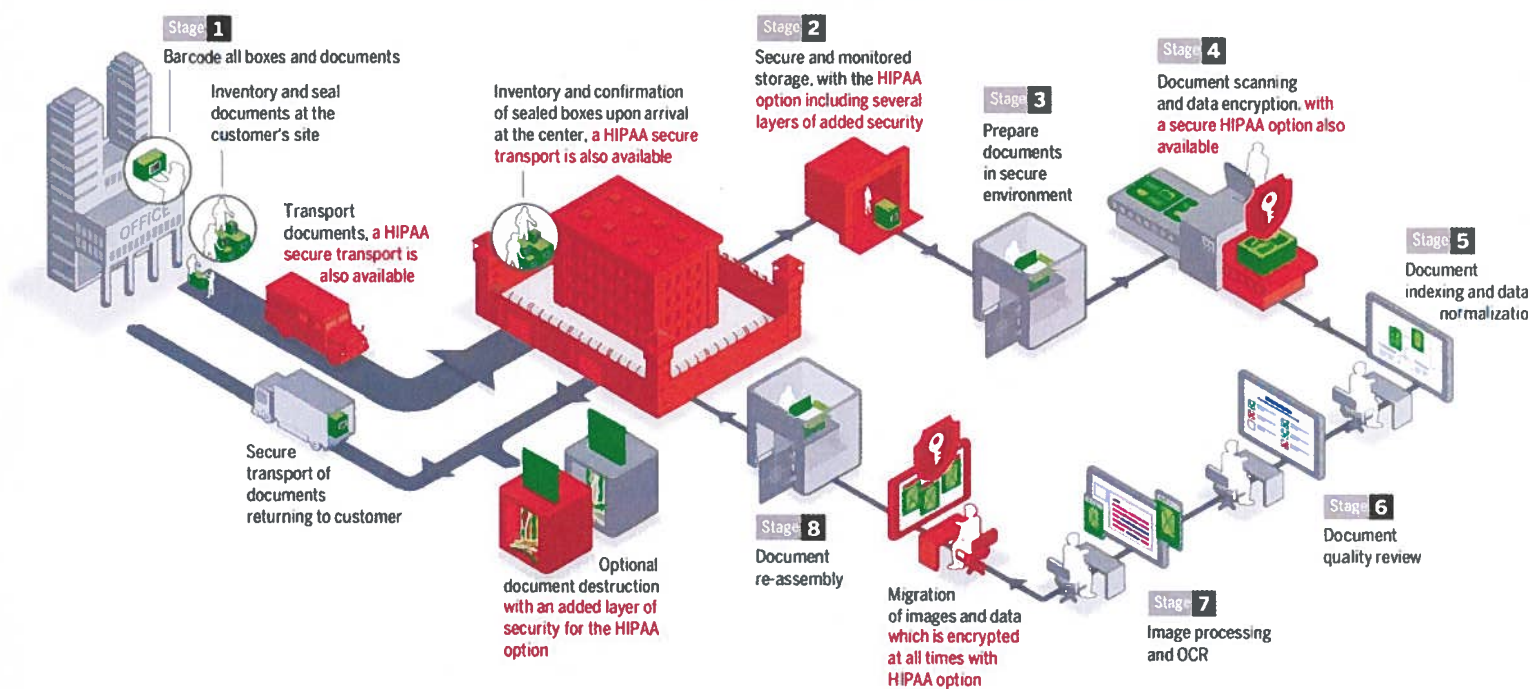


Figure 1: ARC 8-Step Records Digitization Workflow

Document Conversion Workflow

Stage 1

Establish a detailed chain of custody process by assigning unique barcode labels per container, tamper evident sealing for PHI, PII records and secure direct transportation.

Stage 2

Validate the chain of custody information at receipt and secure storage at ARC Facility.

Stage 3

Prepare records for the production level digitization process. Typical activities include inserting barcode cover sheets, removing staples and other bindings, document unfolding etc.

Stage 4

Records digitization and quality control using production capture setup.

Stage 5

Capture index information using advanced Recognition techniques, manual data entry or using customer supplied database.

Stage 6

Quality Control for scanned images and index data to ensure all the pages are scanned in proper order, in correct orientation, and are readable, usable and accurate.

Stage 7

Advanced image processing for enhanced image quality and Optical Character Recognition (OCR) to enable Full-text Searchable content creation. Data formatting and delivery via encrypted web link or external hard drives.

Stage 8

Records re-assembly and return to the customer after receiving approval or arranging Certified Shredding Services.

Video



ARC's 8 Step Document Digitization Workflow (length 5 minutes)

<https://www.youtube.com/watch?v=rXICOUwQi9w>

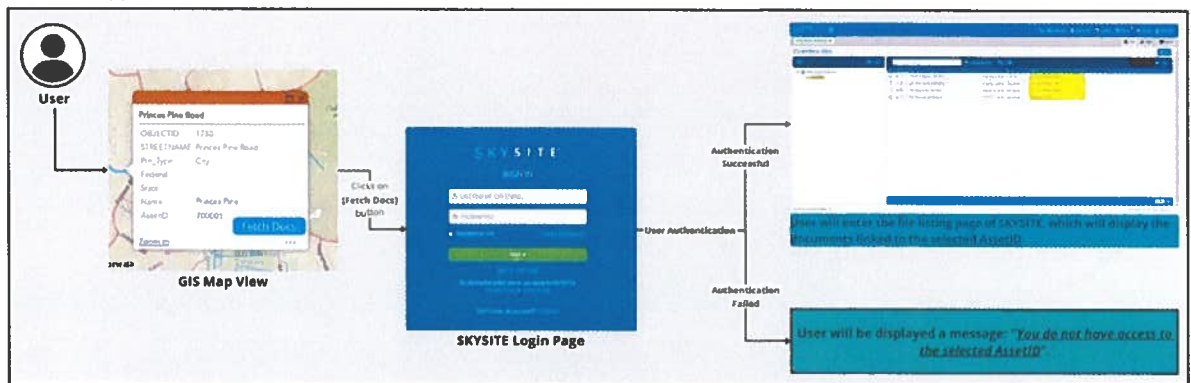
Fee Proposal & Scope of Work

Change order will be issued if the actual SOW is different from what is estimated below. ARC reserves the right to revise the pricing specified below based on actual condition of original documents provided by Customer and indexing requirements.

Task 01

Transfer over existing OnBase drawings and indexing to SkySite – Approximately 10,000 files.

- City of Norwalk will perform the data migration out of OnBase and provide the digital drawings and respective Index data to ARC.
- ARC will create a custom collection with defined set of metadata/Indexing Keywords to facilitate advanced search and querying capabilities.
- Upload the images and metadata into SkySite Archives collection as per the guidelines provided.
- ARC will provide custom web-service to integrate City of Norwalk GIS system with SkySite Archives.



Task 01 – Unit Pricing

#	Service Description	QTY	Unit Price \$	Sub-total \$
1	Custom developments for SkySite Archives to facilitate the integration with Norwalk GIS Platform	1 Time Fee	7,500.00	7,500.00
2	Format the Index data and migrate 10,000 drawings to SkySite Archives	1 Time Fee	2,500.00	2,500.00
3	SkySite Archives – Annual Platform Fee for City of Norwalk – GIS System	Per Year	9,995.00	9,995.00

Task 02

Perform 1 round of QC on all drawings from OnBase – Approximately 10,000 files as per the guidelines provided.

#	Service Description	QTY	Unit Price \$	Sub-total \$
1	QC Services on existing Index Data - We will verify the index data against the drawing to make sure all the Road/Street names are listed. And perform any correction actions needed. - Search in the GIS database to locate the asset ID. And perform any correction actions needed. - Confirm street names are current, by cross referencing the name changes documents. - Data normalization using the street abbreviation Standard List. - Perform blank page deletion, make an exception list and follow guidelines as directed. *Based on our sample test, each record takes ~4 minutes to QC. Therefore QC'ing, 10,000 drawings x 4 minutes = 667 QC Hours	667 QC Hours	75.00	50,025.00

Task 03

Index and import drawings that have been scanned but have not been indexed. Approximately 3,000 drawings.

#	Service Description	QTY	Unit Price \$	Sub-total \$
1	QC Services on existing Index Data - Determine the file should be skipped and make a list of skipped files, illegible files and exceptions.	100 QC Hours	75.00	7,500.00

	- If drawings are related, consolidate plans into Single file. If they are unrelated, split the files. *Based on our experience, each record takes ~2 minutes to perform the above tasks. 3,000 drawings x 2 minutes = 667 QC Hours			
2	Perform Data Entry Services to 50% of the above files as per the guidelines provided. *Based on our Sample test, each record takes ~7 minutes to perform the indexing and Index QC. 1,500 drawings x 7 minutes = 175 Data Entry/QC Hours	175 Data Entry/QC Hours	75.00	13,125.00
Sub-total \$				20,625.00

Task 04

Re-index existing OnBase drawings pertaining to some Street Road to reflect updated Asset ID's. 500 drawings

#	Service Description	QTY	Unit Price \$	Sub-total \$
1	Re-Index existing records. - State Road drawings to index with detailed Asset ID's by splitting the road into smaller segments - Update Asset ID's of previous indexed drawings. - QC of other index keywords *Based on our experience, each record takes ~10 minutes to perform the above tasks. 500 drawings x 10 minutes = 84 Data Entry/QC Hours	84 Data Entry/ QC Hours	75.00	6,300.00

Task 05

Scan, Index and import new drawings into SkySite.

#	Service Description	QTY	Unit Price \$	Sub-total \$
1	Records pickup and return for scanning services with proper chain of custody	2 Trips	200.00	400.00
2	Large format document scanning services 300 DPI, Color for Color/B&W/Grayscale, PDF file creation	400 drawings	1.50	600.00
3	Perform Data Entry Services and QC Services. *Based on our Sample test, each record takes ~7 minutes to perform the indexing and Index QC. 400 drawings x 7 minutes = 47 Data Entry/QC Hours	47 Data Entry/QC Hours	75.00	3,525.00
Sub-total \$				4,525.00

Task 06

Cross-reference remaining aperture card scans with existing files indexed on SkySite and Index & import files that are not yet in the system. Approximately 18,500 drawings and about 50% may need to be skipped.

#	Service Description	QTY	Unit Price \$	Sub-total \$
1	Cross reference remaining Aperture Card Scans with existing files indexed on SkySite. - Determine the file should be skipped and make a list of skipped files, illegible files and exceptions. - If drawings are related, consolidate plans into Single file. If they are unrelated, split the files.	617 QC Hours	75.00	46,275.00

	*Based on our experience, each record takes ~2 minutes to perform the above tasks. 18,500 drawings x 2 minutes = 617 QC Hours			
2	Perform Data Entry Services to 50% of the above files as per the guidelines provided. *Based on our Sample test, each record takes ~7 minutes to perform the indexing and Index QC. 1,500 drawings x 7 minutes = 175 Data Entry/QC Hours	1,080 Data Entry/QC Hours	75.00	81,000.00
Sub-total \$				127,275.00

Additional Fees

- Additional man-hours - \$75 per man-hour.
- Aperture Cards Scanning Services - \$0.50 per card (minimum quantity fee may apply.)

Additional Notes

- Prices submitted are considered firm for 12 months.
- The record volumes listed above are estimates and ARC will bill for actual volumes produced.
- ARC will invoice monthly based on the actual number of time spent and milestones completed in this project.
- Above prices excluding any taxes that will be applicable at the time of invoicing.
- Services will be executed in accordance with the Signed Master Services Agreement and accompanying SOW.

Service Excellence

ARC Document Solutions has extensive experience, technical expertise, and a detailed comprehensive workflow to handle this project. Our Quality Assurance Plan and attention to detail throughout all phases of this project ensure the highest level of controls for quality, accuracy, and consistency for all deliverables to City of Norwalk.

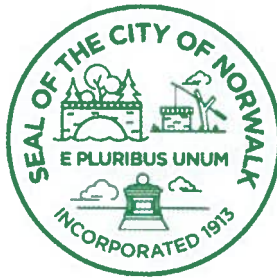
In summary, the Controls we have in place considers the following factors:

- Accounting, Completion, and Inclusion of all documents and document pages
- Quality of Scanned Images
- Readability of Resultant Images
- Accuracy of forms Data collected.
- Secure Control and Tracking of Hard Copy Documents
- Consistency and Accurate Accounting of all Deliverables to Hard Copy Records
- Maintaining the highest level of security and protection for hard copy documents, as well as protecting the resultant images and data, is encrypted while in transit.

We are confident that these workflows, processes, and procedures will exceed all requirements for the conversion of records for City of Norwalk. We look forward to assisting the City of Norwalk with providing the strongest document conversion solution for its records conversion project.

Respectfully Submitted,

Uday Pathirana
Director of Archival Information Management
17 Talcott Notch Rd, Farmington, CT 06032
Mobile: 410-302-1927
Email: udayanga.pathirana@e-arc.com



Contract Staff Summary

Department/Staff Contact	Department of Public Works Thomas Szabo Waste Programs Manager
Common Council Committee	Department of Public Works
Date Approved by Committee	January 5 th 2021
Purpose/Scope	Obtain service for Transportation & Disposal of Street Sweepings/Catch Basin Grit, Excavated Materials and Broken Structural Concrete from the City's yard waste site.
Vendor (Indicate if new or existing vendor)	D.W. Transportation & Leasing INC.
Term of Contract	2 one-year terms
Method of Procurement (Indicate if sole source)	Solicitation
Cost of Contract	Not to exceed: \$150,000 for 2024 - 2025 \$150,000 for 2025 - 2026
Funding Source/Account Number	
Additional Information/Other Details	



CITY OF NORWALK
Thomas Szabo
Waste Programs Manager
15 South Smith Street
Norwalk, CT 06855
Office: (203) 854-3215
www.norwalkct.gov
Tszabo@norwalkct.gov

To: Vanessa Valadares, P.E. – Chief of Operations and Public Works
From: Thomas Szabo, Waste Programs Manager
CC: Chris Torre, Superintendent of Operations
Subject: Transportation & Disposal of Other Material Contract Extension
Date: July 30, 2025

The City of Norwalk's contract with DW Transport + Leasing INC for Project No. 4078 Transportation & Disposal of Street Sweepings/Catch Basin Grit, Excavated Materials and Broken Structural Concrete provides the option to extend the contract for a second one-year term. The new expiration date of this contract after the second one-year term would be June 30th 2026. Based on the bid sheet the pricing for the 2025 fiscal year would be \$130.00 per ton for street sweepings/catch basin grit, \$60.00 per ton for excavated material, and \$60.00 per ton for broken structural concrete. It is my recommendation that the City of Norwalk extend this contract for the second one-year term.

Sincerely,

Thomas Szabo



DEPARTMENT OF
PUBLIC WORKS

CITY OF NORWALK
Thomas Szabo
Waste Programs Manager
 15 South Smith Street
 Norwalk, CT 06855
 Office: (203) 854-3215
 www.norwalkct.gov
 Tszabo@norwalkct.gov

B. Two (2), One-Year Extension Periods

FY 2024-2025		
1.	Unit Pricing	Cost per Ton
	Proposed Fee, per ton, - Street Sweepings/Catch Basin Grit	\$ 120.00
	Proposed Fee, per ton, - Excavated Materials	\$ 53.00
	Proposed Fee, per ton, - Broken Structural Concrete	\$ 53.00
2.	OPTIONAL BID ITEM	PER 100LBS
	Proposed fee, per 100lbs-Granular Material (Speedy Dry and/or Sand)	No Bid

FY 2026-2027		
1.	Unit Pricing	Cost per Ton
	Proposed Fee, per ton, - Street Sweepings/Catch Basin Grit	\$ 170.00
	Proposed Fee, per ton, - Excavated Materials	\$ 60.00
	Proposed Fee, per ton, - Broken Structural Concrete	\$ 60.00
2.	OPTIONAL BID ITEM	PER 100LBS
	Proposed fee, per 100lbs-Granular Material (Speedy Dry and/or Sand)	No Bid



DEPARTMENT OF
PUBLIC WORKS

CITY OF NORWALK
Thomas Szabo
Waste Programs Manager
15 South Smith Street
Norwalk, CT 06855
Office: (203) 854-3215
www.norwalkct.gov
Tszabo@norwalkct.gov

CITY OF NORWALK
PURCHASING DEPARTMENT

B. Two (2), One-Year Extension Periods

FY 2024-2025	
Unit Pricing	Cost per Ton
Proposed Fee, per ton, - Brush	\$ 48.48
Proposed Fee, per ton, - Leaves	\$ 31.79
Proposed Fee, per ton, - Logs & Stumps	\$ 58.00
Proposed Fee, per ton, - Woodchips	\$ No Bid
Proposed Fee, per ton, - Storm and/or Disaster Debris	\$ 66.18

FY 2025-2026	
Unit Pricing	Cost per Ton
Proposed Fee, per ton, - Brush	\$ 49.45
Proposed Fee, per ton, - Leaves	\$ 32.43
Proposed Fee, per ton, - Logs & Stumps	\$ 59.16
Proposed Fee, per ton, - Woodchips	\$ No Bid
Proposed Fee, per ton, - Storm and/or Disaster Debris	\$ 67.50



July 30, 2025

Mr. Thomas Szabo
Waste Programs manager
Department of Public Works
City of Norwalk
15 South Street
Norwalk, CT 06855

Re: First Amendment Project 4078

Dear Mr. Szabo

In regards to the attached contract amendment the second one year extension is labeled FY 2026-2027 and should be labeled FY 2025-2026. We ask that the City of Norwalk accept this change.

Sincerely,

Paul Rak

Controller

**FIRST AMENDMENT
TO AGREEMENT WITH INDEPENDENT CONTRACTOR
BY AND BETWEEN
CITY OF NORWALK
AND
D.W. TRANSPORT & LEASING, INC.
FOR PROJECT NO. 4078
TRANSPORTATION & DISPOSAL OF STREET SWEEPING/CATCH BASI GRIT,
EXCAVATED MATERIALS AND BROKEN STRUCTURAL CONCRETE**

THIS FIRST AMENDMENT ("Amendment No. 1") dated this ___ day of _____, 2024 (the "Effective Date"), by and between the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut, with a principal place of business located at 125 East Avenue, Norwalk, Connecticut, acting herein through Harry W. Rilling, its Mayor, duly authorized (hereinafter, the "City"), and **D.W. TRANSPORT & LEASING, Inc.**, a corporation authorized and licensed to do business in the State of Connecticut, with a principal place of business at 140 Rt. 32, North Franklin, CT 06254, acting herein by David Waddington, its President, duly authorized (hereinafter, the "Contractor"). The City and Contractor hereinafter referred to collectively as the "Parties" and individually as the "Party."

WHEREAS, the Parties entered into a written agreement dated March 11, 2021 (the "Agreement"), for transportation and disposal of street sweeping and catch basin grit, excavated materials and broken structural concrete; and

WHEREAS, the Parties now wish to amend the Agreement in order to extend the Term thereof;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the Parties agree to further amend the Agreement as follows:

1. The City hereby exercises its first option to extend the Term of the Agreement for a period of one (1) year commencing on July 1, 2024, and continuing through June 30, 2025 (the "First Extension Term").
2. Compensation for Services performed during the First Extension Term shall be based on the Unit Prices for FY 2024-2025 set out in the Unit Pricing Response Form attached to the Agreement as Exhibit 2-A, as equitably adjusted pursuant to Section 3[A][1] of the Agreement.
3. This Amendment No. 1 shall be effective on the Effective Date set forth above.
4. Except as expressly modified by this Amendment No. 1, all of the terms and provisions of the Agreement, as previously amended, are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. On and after the Effective Date of this Amendment No. 1, each reference in the Agreement, to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import and each reference to the Agreement, in any other contracts, documents, or instruments executed and delivered pursuant to, or in

connection with, the Agreement, will mean and be a reference to the Agreement, as previously amended and amended herein.

5. This Amendment No. 1 may be executed and delivered via facsimile or electronic mail by either of the Parties and the receiving party may rely on the receipt of such document so executed and delivered via facsimile or electronically as if the original had been received.

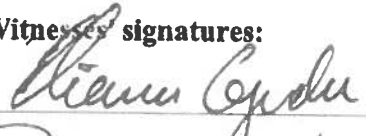
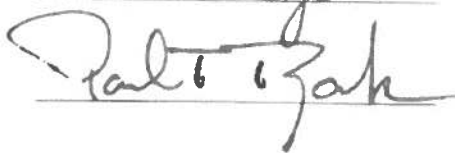
Witnesses' signatures:

CITY OF NORWALK

By: _____
Harry W. Rilling
Its Mayor
Duly Authorized

Date signed: _____

Witnesses' signatures:

D.W. TRANSPORT & LEASING, INC.

By:  _____
David Waddington
Its President
Duly Authorized

Date signed: 6/17/27

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____
Darin L. Callahan
Assistant Corporation Counsel

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____
Chitsamay Lam/Karen Vitale
Comptroller/Deputy Comptroller

Date: _____

FY 2022-2023		
1.	Unit Pricing	Cost per Ton
	Proposed Fee, per ton, - Street Sweepings/Catch Basin Grit	\$ 96.28
	Proposed Fee, per ton, - Excavated Materials	\$ 48.45
	Proposed Fee, per ton, - Broken Structural Concrete	\$ 48.45
2.	OPTIONAL BID ITEM	PER 100LBS
	Proposed fee, per 100lbs-Granular Material (Speedy Dry and/or Sand)	no bid

FY 2023-2024		
1.	Unit Pricing	Cost per Ton
	Proposed Fee, per ton, - Street Sweepings/Catch Basin Grit	\$ 101.28
	Proposed Fee, per ton, - Excavated Materials	\$ 48.41
	Proposed Fee, per ton, - Broken Structural Concrete	\$ 48.41
2.	OPTIONAL BID ITEM	PER 100LBS
	Proposed fee, per 100lbs-Granular Material (Speedy Dry and/or Sand)	no bid

Note: The cost per ton is based on the price of diesel being below \$3.00 per gallon. Every increase of .05 per gallon above \$3.00 will increase the disposal cost by \$.12 per ton

B. Two (2), One-Year Extension Periods

FY 2024-2025		
1.	Unit Pricing	Cost per Ton
	Proposed Fee, per ton, - Street Sweepings/Catch Basin Grit	\$ 120.00
	Proposed Fee, per ton, - Excavated Materials	\$ 53.00
	Proposed Fee, per ton, - Broken Structural Concrete	\$ 53.00
2.	OPTIONAL BID ITEM	PER 100LBS
	Proposed fee, per 100lbs-Granular Material (Speedy Dry and/or Sand)	No Bid

FY 2026-2027		
1.	Unit Pricing	Cost per Ton
	Proposed Fee, per ton, - Street Sweepings/Catch Basin Grit	\$ 130.00
	Proposed Fee, per ton, - Excavated Materials	\$ 60.00
	Proposed Fee, per ton, - Broken Structural Concrete	\$ 60.00
2.	OPTIONAL BID ITEM	PER 100LBS
	Proposed fee, per 100lbs-Granular Material (Speedy Dry and/or Sand)	No Bid

AGREEMENT WITH INDEPENDENT CONTRACTOR
BY AND BETWEEN
CITY OF NORWALK
AND
D.W. TRANSPORT & LEASING, INC.
FOR PROJECT NO. 4078,
TRANSPORTATION & DISPOSAL OF STREET SWEEPING/CATCH BASIN GRIT,
EXCAVATED MATERIALS AND BROKEN STRUCTURAL CONCRETE

THIS AGREEMENT made and entered into this 11th day of March, 2021 (the "Effective Date"), by and between the CITY OF NORWALK ("City"), a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by Harry W. Rilling, its Mayor, and D.W. TRANSPORT & LEASING, INC. ("Contractor"), a corporation authorized and licensed to do business in the State of Connecticut, having a principal place of business at 140 Rt. 32, North Franklin, CT 06254, acting herein by David Waddington, its President, duly authorized (the "Contractor") (City and Contractor hereinafter referred to collectively as the "Parties" and individually as "Party").

WITNESSETH:

WHEREAS, the City is in need of transportation and disposal of street sweeping and catch basin grit, excavated materials and broken structural concrete (the "Services"); and

WHEREAS, the City desires to retain the services of the Contractor based on the Contractor's representations that it is qualified and capable of performing the needed services in a professional and timely manner and in accordance with the goals and requirements of the Project;

WHEREAS, the Contractor has agreed to perform the Services described herein for the compensation and in compliance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **ENGAGEMENT OF CONTRACTOR**

A. Based on the representations of the Contractor set out in Contractor's Proposal, the City hereby retains the Contractor to perform the Services described herein in accordance with the terms and conditions and for the consideration set out in this Agreement.

B. The person in charge of administering this Agreement on behalf of the City shall be Anthony R. Carr, Chief of Operations and Public Works, or such other person as may be designated in writing.

C. The person responsible for the services to be performed by the Contractor hereunder shall be David Waddington, President.

2. SERVICES TO BE PERFORMED

A. The scope of the Services to be performed by the Contractor under this Agreement are described and set out in Section 2 of the City's Request for Proposals dated November 23, 2020 ("Request for Proposal") and Addendum No. 1 dated December 4, 2020, copies of which are annexed hereto and incorporated herein as Exhibits 1-A and 1-B respectively (collectively "RFP"); and the Contractor's Proposal, dated December 8, 2021 December 9, 2020, a copy of which is annexed hereto and incorporated herein as Exhibit 2 ("Contractor's Proposal"). This Agreement, together with the foregoing documents are all intended to supplement and complement each other and shall, to the fullest extent possible, be so construed and interpreted. If, however, any provision of this Agreement irreconcilably conflicts with any provision of the other documents, the provision imposing a greater obligation on the Contractor shall govern.

B. In performing the Services and otherwise meeting its duties and obligations hereunder, Contractor shall ensure that its employees and subcontractors observe high standards of professional and business ethics observed by like professionals in the same or similar business, including, but not limited to, following the requirements, rules and regulations of the City, acting with integrity, and creating a workplace atmosphere free of discrimination and harassment.

C. The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be valid only when incorporated in written amendments signed by both parties to this Agreement.

3. COMPENSATION

A. Subject to Article 2, A.1. herein, the Contractor shall be compensated for the performance of the Services based on the Unit Prices set out in the Unit Pricing Response Forms for the respective Services attached hereto and incorporated herein as Exhibit 2-A. During the Initial Term and Extension Term(s), the Cost per Ton Unit Pricing for applicable CFY shall apply. Cost per Ton Unit Pricing for CFY 2021 shall apply for PCFY 2020.

1. PRICE INDEXING

The parties acknowledge that the Services contemplated hereby are fuel intensive and that a significant variation in the cost of diesel fuel

could result in inequities between the Parties. According to the US Energy Information Administration (www.EIA.gov/petroleum/gasdiesel/), (the "Index") as of February 1, 2021 the price for a gallon of diesel fuel in New England was \$2.791. In the event that the cost of diesel fuel according to the Index exceeds \$3.00 per gallon or falls below \$2.60 per gallon, the pricing structure of disposal costs set forth in Contractor's proposal in Exhibit 2 shall be equitably adjusted in increments of \$0.05 by an amount of \$0.12 per ton.

For illustration purposes:

Index Diesel Price \$3.10 / gallon would result in an increase of \$0.24 per ton. (\$0.12 x 2 increments)

Index Diesel Price \$3.50 / gallon would result in an increase of \$1.20 per ton.

Index price adjustments shall be performed no more frequently than each calendar quarterly, shall not be applied retroactively, and the Party must provide written notice prior to implementation of any change in price.

<https://www.eia.gov/petroleum/gasdiesel/>

eia					
			+ Sources & Uses	+ Topics	+ Geograph
U.S. On-Highway Diesel Fuel Prices*(dollars per gallon)					
			full history XLS		
			Change from		
	01/18/21	01/25/21	02/01/21	week ago	year ago
U.S.	2.808	2.710	2.730	▲ 0.022	▼ -0.210
East Coast (PADD1)	2.747	2.703	2.791	▲ 0.028	▼ -0.212
New England (PADD1A)	2.704	2.781	2.798	▲ 0.016	▼ -0.300

B. The maximum amount of compensation payable to the Contractor under this Agreement shall be as follows:

Initial Term:	Not Exceed Amount
PCFY 2020 (01/01/2021 – 06/30/2021)	\$ 75,000.00
CFY 2021 (07/01/2021 – 06/30/2022)	\$150,000.00
CFY 2022 (07/01/2022 – 06/30/2023)	\$150,000.00
CFY 2023 (07/01/2023 – 06/30/2024)	\$150,000.00

Option Term:	Not Exceed Amount
CFY 2024 (07/01/2024 – 06/30/2025)	\$150,000.00
CFY 2025 (07/01/2025 – 06/30/2026)	\$150,000.00

As used in this Article 3, Paragraph B, the terms: "PCFY" means partial City of Norwalk fiscal year; and "CFY" means City of Norwalk fiscal year.

C. During the Initial Term and any Extension Term thereof, the Contractor shall remain available on and on-call, as needed basis to perform any of the Services required by the City, at the request of the Director.

D. The compensation provided under this Agreement constitutes full and complete payment for all costs and expenses assumed by the Contractor in performing this Agreement including but not limited to labor, materials, product, tools and machinery, salaries, meetings, and all similar expenses. No costs in excess of this stated amount shall be paid or reimbursed by the City without specific prior written approval of the Director.

E. Payments to the Contractor under this Agreement shall be made by the City on approval of payment requisitions certified by the Contractor and submitted not more often than once a month. Each requisition shall be in a form acceptable to the City and shall set forth the hours of work performed and the tasks completed. The City may, prior to making any payment under this Agreement, require the Contractor to submit to it such additional information and/or documentation as it may deem necessary.

F. The acceptance by the Contractor, its successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the City from any and all claims, demands and causes of action whatsoever which the Contractor, its successors or assigns have or may have against the City under the provisions of this Agreement.

G. The parties understand that the City is dependent upon receiving continued appropriations or budgeted funds to continue this Agreement throughout its intended term. Notwithstanding any provisions herein to the contrary, the City may terminate this Agreement at the end of any fiscal period if a sufficient amount of appropriations or budgeted funds are not available for this Agreement. Such termination may be effected by the City, giving thirty (30) days written notice that the necessary funding has been denied.

H. The Contractor shall comply with all requirements set forth in the RFP, including, without limitation, the following: all performance standards and requirements set forth in Section 2.2 and 2.3 of the RFP; Prime Proposer Responsibility and Key Personnel requirements set forth in Section 2.7 and 2.8 of the RFP respectively; the City's Standard Terms and Conditions incorporated by reference in Section 3 of the RFP; and the City's Living Wage Ordinance incorporated by reference in Section 5 of the RFP.

4. **TIME PROVISIONS**

A. The term of this Agreement shall commence on the Effective Date and continue through June 30, 2024 ("Initial Term"). Subject to the appropriation of adequate funds, the City shall two (2) option ("Option") to extend the term of this agreement for a period of one (1) each ("Extension Term") on the same terms and conditions set forth herein by sending written notice to the Contractor of its election to extend the term prior to the expiration of the Initial Term or first Extension Term, as applicable. Any extension of this Agreement shall be memorialized in a written amendment signed by the Parties.

5. **BONDS.**

The Contractor shall deliver to the City the following bonds: (i) a performance bond securing the Contractor performance of its obligations hereunder in accordance with the terms of the Contract, including, without limitation, in accordance with the Contract Documents; and (ii) a labor and materials bond guaranteeing prompt payment of all monies due all persons supplying the Contractor or a subcontractor with labor or materials employed or used in carrying out this Agreement. The amounts of the foregoing bonds shall each be 100% of the amount of CFY contract price (i.e. \$150,000.00) set forth in Article 3, Paragraph B. All bonds shall be submitted to the office of the Norwalk Corporation Counsel for review at prior to execution of this Contract.

6. **INSURANCE AND INDEMNIFICATION**

A. The Contractor agrees to obtain at its own cost and expense all insurance required by the attached Insurance Rider attached hereto and incorporated herein as Exhibit 3, and to keep the same in continuous effect for a period of two (2) years following the date on which the Director indicates the termination of the Contractor's responsibilities hereunder. Before commencing performance of its Services hereunder, the Contractor shall furnish the City's Corporation Counsel and Risk Manager a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the City. Each insurance certificate shall be endorsed to name the City of Norwalk as an additional insured party and shall provide that the insurance company providing coverage shall notify the City by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

The Contractor shall indemnify, defend and save harmless the City, its officers, agents and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, on account of any personal injuries (including death), any damage to property, real or personal, or any loss, cost, expense or other aggravement, which is due, related to or in any way connected with the negligent, willful or wanton performance of this Agreement by the Contractor, its employees, representatives, agents, subcontractors, or material suppliers, or anyone directly or indirectly employed by any of them. The Contractor shall

B. Two (2), One-Year Extension Periods

FY 2024-2025		
1.	Unit Pricing	Cost per Ton
	Proposed Fee, per ton, - Street Sweepings/Catch Basin Grit	\$ 120.00
	Proposed Fee, per ton, - Excavated Materials	\$ 53.00
	Proposed Fee, per ton, - Broken Structural Concrete	\$ 53.00
2.	OPTIONAL BID ITEM	PER 100LBS
	Proposed fee, per 100lbs-Granular Material (Speedy Dry and/or Sand)	no bid

FY 2025-2026		
1.	Unit Pricing	Cost per Ton
	Proposed Fee, per ton, - Street Sweepings/Catch Basin Grit	\$ 170.00
	Proposed Fee, per ton, - Excavated Materials	\$ 60.00
	Proposed Fee, per ton, - Broken Structural Concrete	\$ 60.00
2.	OPTIONAL BID ITEM	PER 100LBS
	Proposed fee, per 100lbs-Granular Material (Speedy Dry and/or Sand)	no bid



Contract Staff Summary

Department/Staff Contact	DPW/Chris Torre
Common Council Committee	Public Works
Date Approved by Committee	
Purpose/Scope	Transportation & Disposal of Yardwaste Materials
Vendor (Indicate if new or existing vendor)	Win Waste Innovations Holdings (existing)
Term of Contract	Three (3) years with two (2)-One -year options
Method of Procurement (Indicate if sole source)	Bid
Cost of Contract	\$275,000
Funding Source/Account Number	014042-5299
Additional Information/Other Details	

8



CITY OF NORWALK
Thomas Szabo
Waste Programs Manager
15 South Smith Street
Norwalk, CT 06855
Office: (203) 854-3215
www.norwalkct.gov
Tszabo@norwalkct.gov

To: Vanessa Valadares, P.E. – Chief of Operations and Public Works
From: Thomas Szabo, Waste Programs Manager
CC: Chris Torre, Superintendent of Operations
Subject: Transportation & Disposal of Yard Waste Material Contract Extension
Date: July 30, 2025

The City of Norwalk's contract with WIN Waste Innovations Holdings (formerly City Carting) for Project No. 4077 Transportation & Disposal of Yard Waste Materials provides the option to extend the contract for a second one-year term. The new expiration date of this contract with the second one-year term would be June 30th 2026. Based on the bid sheet the pricing for the 2025 fiscal year would be \$49.45 per ton for brush, \$32.43 per ton for leaves, \$59.16 per ton for Logs & Stumps and \$67.50 per ton for storm and/or disaster debris. It is my recommendation that the City of Norwalk extend this contract for the second one-year term.

Sincerely,

Thomas Szabo

AGREEMENT WITH INDEPENDENT CONTRACTOR
BY AND BETWEEN
CITY OF NORWALK
AND
CITY CARTING, INC.
FOR PROJECT NO. 4077
TRANSPORTATION & DISPOSAL OF YARD WASTE MATERIALS

THIS AGREEMENT made and entered into this 23rd day of February, 2021 (the "Effective Date"), by and between the CITY OF NORWALK ("City"), a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by Harry W. Rilling, its Mayor, and CITY CARTING, INC. ("Contractor"), a corporation authorized and licensed to do business in the State of Connecticut, having a principal place of business at 8 Viaduct Road, Stamford, CT 06907, acting herein by Clay Cox, Vice President of Operations, duly authorized (the "Contractor") (City and Contractor hereinafter referred to collectively as the "Parties" and individually as "Party").

W I T N E S S E T H:

WHEREAS, the City is in need of transportation and disposal services of yard waste materials (the "Services"); and

WHEREAS, the City desires to retain the services of the Contractor based on the Contractor's representations that it is qualified and capable of performing the needed services in a professional and timely manner and in accordance with the goals and requirements of the Project;

WHEREAS, the Contractor has agreed to perform the Services described herein for the compensation and in compliance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. ENGAGEMENT OF CONTRACTOR

A. Based on the representations of the Contractor set out in Contractor's Proposal, the City hereby retains the Contractor to perform the Services described herein in accordance with the terms and conditions and for the consideration set out in this Agreement.

B. The person in charge of administering this Agreement on behalf of the City shall be Anthony R. Carr, Chief of Operations and Public Works, or such other person as may be designated in writing.

C. The person responsible for the services to be performed by the Contractor hereunder shall be Clay Cox, Vice President of Operations.

2. SERVICES TO BE PERFORMED

A. The scope of the Services to be performed by the Contractor under this Agreement are described and set out in Section 2 of the City's Request for Proposals dated November 23, 2020 ("Request for Proposal") and Addendum No. 1 dated December 4, 2020, copies of which are annexed hereto and incorporated herein as **Exhibits 1-A and 1-B** respectively (collectively "RFP"); and the Contractor's Proposal, dated December 9, 2020, a copy of which is annexed hereto and incorporated herein as **Exhibit 2** ("Contractor's Proposal"). This Agreement, together with the foregoing documents are all intended to supplement and complement each other and shall, to the fullest extent possible, be so construed and interpreted. If, however, any provision of this Agreement irreconcilably conflicts with any provision of the other documents, the provision imposing a greater obligation on the Contractor shall govern.

B. In performing the Services and otherwise meeting its duties and obligations hereunder, Contractor shall ensure that its employees and subcontractors observe high standards of professional and business ethics observed by like professionals in the same or similar business, including, but not limited to, following the requirements, rules and regulations of the City, acting with integrity, and creating a workplace atmosphere free of discrimination and harassment.

C. The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be valid only when incorporated in written amendments signed by both parties to this Agreement.

3. COMPENSATION

A. The Contractor shall be compensated for the performance of the Services based on the Unit Prices set out in the Unit Pricing Response Forms for the respective Services attached hereto and incorporated herein as **Exhibit 2-A**. During the Initial Term and Extension Term(s), the Cost per Ton Unit Pricing for applicable CFY shall apply. Cost per Ton Unit Pricing for CFY 2021 shall apply for PCFY 2020.

B. The maximum amount of compensation payable to the Contractor under this Agreement shall be as follows:

Initial Term:	Not Exceed Amount
PCFY 2020 (01/01/2021 – 06/30/2021)	\$137,500.00
CFY 2021 (07/01/2021 – 06/30/2022)	\$275,000.00
CFY 2022 (07/01/2022 – 06/30/2023)	\$275,000.00
CFY 2023 (07/01/2023 – 06/30/2024)	\$275,000.00

Option Term:

CFY 2024 (07/01/2024 – 06/30/2025)

CFY 2025 (07/01/2025 – 06/30/2026)

Not Exceed Amount

\$275,000.00

\$275,000.00

As used in this Article 3, Paragraph B, the terms: "PCFY" means partial City of Norwalk fiscal year; and "CFY" means City of Norwalk fiscal year.

C. During the Initial Term and any Extension Term thereof, the Contractor shall remain available on and on-call, as needed basis to perform any of the Services required by the City, at the request of the Director.

D. The compensation provided under this Agreement constitutes full and complete payment for all costs and expenses assumed by the Contractor in performing this Agreement including but not limited to labor, materials, product, tools and machinery, salaries, meetings, and all similar expenses. No costs in excess of this stated amount shall be paid or reimbursed by the City without specific prior written approval of the Director.

E. Payments to the Contractor under this Agreement shall be made by the City on approval of payment requisitions certified by the Contractor and submitted not more often than once a month. Each requisition shall be in a form acceptable to the City and shall set forth the hours of work performed and the tasks completed. The City may, prior to making any payment under this Agreement, require the Contractor to submit to it such additional information and/or documentation as it may deem necessary.

F. The acceptance by the Contractor, its successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the City from any and all claims, demands and causes of action whatsoever which the Contractor, its successors or assigns have or may have against the City under the provisions of this Agreement.

G. The parties understand that the City is dependent upon receiving continued appropriations or budgeted funds to continue this Agreement throughout its intended term. Notwithstanding any provisions herein to the contrary, the City may terminate this Agreement at the end of any fiscal period if a sufficient amount of appropriations or budgeted funds are not available for this Agreement. Such termination may be effected by the City, giving thirty (30) days written notice that the necessary funding has been denied.

H. The Contractor shall comply with all requirements set forth in the RFP, including, without limitation, the following: all performance standards and requirements set forth in Section 2.2 and 2.3 of the RFP; Prime Proposer Responsibility and Key Personnel requirements set forth in Section 2.7 and 2.8 of the RFP respectively; the City's Standard Terms and Conditions incorporated by reference in Section 3 of the RFP; and the City's Living Wage Ordinance incorporated by reference in Section 5 of the RFP.

4. TIME PROVISIONS

A. The term of this Agreement shall commence on the Effective Date and continue through June 30, 2024 ("Initial Term"). Subject to the appropriation of adequate funds, the City shall have two (2) additional terms of one (1) year (each, an "Extension Term,") on the same terms and conditions set forth herein by sending written notice to the Contractor of its election to extend the term prior to the expiration of the Initial Term or first Extension Term, as applicable. Any extension of this Agreement shall be memorialized in a written amendment signed by the Parties.

5. BONDS.

The Contractor shall deliver to the City the following bonds: (i) a performance bond securing the Contractor performance of its obligations hereunder in accordance with the terms of the Contract, including, without limitation, in accordance with the Contract Documents; and (ii) a labor and materials bond guaranteeing prompt payment of all monies due all persons supplying the Contractor or a subcontractor with labor or materials employed or used in carrying out this Agreement. The amounts of the foregoing bonds shall each be 100% of the amount of CFY contract price (i.e. 275,000.00) set forth in Article 3, Paragraph B. All bonds shall be submitted to the office of the Norwalk Corporation Counsel for review at prior to execution of this Contract.

6. INSURANCE AND INDEMNIFICATION

A. The Contractor agrees to obtain at its own cost and expense all insurance required by the attached Insurance Rider attached hereto and incorporated herein as Exhibit 3, and to keep the same in continuous effect for a period of two (2) years following the date on which the Director indicates the termination of the Contractor's responsibilities hereunder. Before commencing performance of its Services hereunder, the Contractor shall furnish the City's Corporation Counsel and Risk Manager a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the City. Each insurance certificate shall be endorsed to name the City of Norwalk as an additional insured party and shall provide that the insurance company providing coverage shall notify the City by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

The Contractor shall indemnify, defend and save harmless the City, its officers, agents and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, on account of any personal injuries (including death), any damage to property, real or personal, or any loss, cost, expense or other aggravement, which is due, related to or in any way connected with the negligent, willful or wanton performance of this Agreement by the Contractor, its employees, representatives, agents, subcontractors, or material suppliers, or anyone directly or indirectly employed by any of them. The Contractor shall

**CITY OF NORWALK
PURCHASING DEPARTMENT**

B. Two (2), One-Year Extension Periods

FY 2024-2025	
Unit Pricing	Cost per Ton
Proposed Fee, per ton, - Brush	\$ 48.48
Proposed Fee, per ton, - Leaves	\$ 31.79
Proposed Fee, per ton, - Logs & Stumps	\$ 58.00
Proposed Fee, per ton, - Woodchips	\$ No Bid
Proposed Fee, per ton, - Storm and/or Disaster Debris	\$ 66.18

FY 2025-2026	
Unit Pricing	Cost per Ton
Proposed Fee, per ton, - Brush	\$ 49.45
Proposed Fee, per ton, - Leaves	\$ 32.43
Proposed Fee, per ton, - Logs & Stumps	\$ 59.16
Proposed Fee, per ton, - Woodchips	\$ No Bid
Proposed Fee, per ton, - Storm and/or Disaster Debris	\$ 67.50



Contract Staff Summary

Department/Staff Contact	DPW Dylan Consolati x47957
Common Council Committee	Public Works Committee
Date Approved by Committee	August 5, 2025
Purpose/Scope	PM2025-2 Pavement Management Program
Vendor (Indicate if new or existing vendor)	Alcaide, Inc. D/B/A A&J Construction
Term of Contract	
Method of Procurement (Indicate if sole source)	Bid
Cost of Contract	\$1,487,783.00
Funding Source/Account Number	09 25 4021 5777 C0021 09 26 4021 5777 C0021 09 25 4021 5777 C0318 09 26 4021 5777 C0318 09 25 4021 5777 C0440 09 26 4021 5777 C0440
Additional Information/Other Details	



**DEPARTMENT OF
ENGINEERING**

CITY OF NORWALK
Dylan Consolati
*Junior Engineer / Department
of Engineering*
125 East Avenue
Norwalk, CT 06851
Office: (203) 854-7957
www.norwalkct.gov
dconsolati@norwalkct.gov

MEMORANDUM

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

CC: Drew Berndlmaier, P.E. – Senior Civil Engineer
James Meehan, P.E. – Principal Engineer

FROM: Dylan Consolati – Junior Engineer

RE: Project Bid No. 4459 PM2025-2 – Pavement Management Program (LOCIP Reimbursement)

DATE: July 30, 2025

The Department of Public Works has prepared plans for Project PM2025-2 Pavement Management Program (LOCIP Reimbursement). This project includes the paving of Witch Lane (Highland Avenue to Wilson Avenue), Old Field Road, Old Witch Court, and Tory Hill Lane.

On July 29, 2025, the Purchasing Agent received three bid packages from various construction firms for the above referenced project and the apparent low bidder is Alcaide, Inc. D/B/A A&J Construction with a bid amount of \$1,352,530.00.

I have attached a copy of the selection results received from three (3) bidders for your reference, including an itemized comparison of 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 August 5, 2025 Public Works Committee meeting:

- 1) Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Alcaide, Inc. D/B/A A&J Construction for Project PM2025-2 – Pavement Management Program (LOCIP Reimbursement) for a sum not to exceed \$1,352,530.00.

Account No.

09254021	5777	C0021
09264021	5777	C0021
09254021	5777	C0318
09264021	5777	C0318
09254021	5777	C0440
09264021	5777	C0440



CITY OF NORWALK
Dylan Consolati
*Junior Engineer / Department
of Engineering*
125 East Avenue
Norwalk, CT 06851
Office: (203) 854-7957
www.norwalkct.gov
dconsolati@norwalkct.gov

- 2) Authorize the Chief of Operations and Public Works to execute orders on the contract with Alcaide, Inc. D/B/A A&J Construction for Project PM2025-2 – Pavement Management Program (LOCIP Reimbursement) for a sum not to exceed \$135,253.00.

Account No.		
09254021	5777	C0021
09264021	5777	C0021
09254021	5777	C0318
09264021	5777	C0318
09254021	5777	C0440
09264021	5777	C0440

A copy of the bid information from the Purchasing Department for Project 4459, PM2025-2 – Pavement Management Program (LOCIP Reimbursement) may be found at:
<https://www.norwalkct.gov/DocumentCenter/Index/1783>

Project Name : PAVING AT VARIOUS LOCATIONS LOCIP (STATE REIMBURSE)

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	\$37,500.00	\$37,500.00	\$15,000.00	\$15,000.00	\$162,000.00	\$162,000.00	\$25,000.00	\$25,000.00
0202000	EARTH EXCAVATION	750	\$95.00	\$71,250.00	\$50.00	\$37,500.00	\$55.00	\$41,250.00	\$45.00	\$33,750.00
0202002	ROCK EXCAVATION	70	\$300.00	\$21,000.00	\$175.00	\$12,250.00	\$300.00	\$21,000.00	\$250.00	\$17,500.00
0202504A	REMOVAL OF BITUMINOUS CONCRETE CURBING	7,700	\$4.00	\$30,800.00	\$7.00	\$53,900.00	\$5.00	\$38,500.00	\$3.00	\$23,100.00
0213013A	3/4" CRUSHED & WASHED STONE BASE	550	\$135.00	\$74,250.00	\$125.00	\$68,750.00	\$80.00	\$44,000.00	\$28.00	\$15,400.00
0304002	PROCESSED AGGREGATE BASE	50	\$150.00	\$7,500.00	\$120.00	\$6,000.00	\$60.00	\$3,000.00	\$74.30	\$3,715.00
0403876A	10" RECLAMATION - ASPHALT GRAVEL BASE	4,900	\$9.90	\$48,510.00	\$11.00	\$53,900.00	\$7.00	\$34,300.00	\$8.69	\$42,581.00
0406171A	HMA SUPERPAVE 0.50" (12.5) LEVEL 2	1,400	\$145.00	\$203,000.00	\$170.00	\$238,000.00	\$175.00	\$245,000.00	\$142.80	\$199,920.00
0406172A	HMA SUPERPAVE 0.375" (9.5) LEVEL 2	1,200	\$170.00	\$204,000.00	\$185.00	\$222,000.00	\$185.00	\$222,000.00	\$147.90	\$177,480.00
0406204A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL) MIN BID - SEE SPECIAL NOTES	50	\$240.00	\$12,000.00	\$95.00	\$4,750.00	\$100.00	\$5,000.00	\$77.00	\$3,850.00
0406267A	BITUMINOUS CONCRETE MILLING (0" - 4")	10,200	\$4.60	\$46,920.00	\$8.00	\$81,600.00	\$5.00	\$51,000.00	\$5.00	\$51,000.00
0406998A	DENSITY ADJUSTMENT	1	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
0406999A	ASPHALT ADJUSTMENT COST	1	\$26,000.00	\$26,000.00	\$26,000.00	\$26,000.00	\$26,000.00	\$26,000.00	\$26,000.00	\$26,000.00
0507042A	RESET CATCH BASIN	20	\$1,200.00	\$24,000.00	\$925.00	\$18,500.00	\$1,200.00	\$24,000.00	\$1,200.00	\$24,000.00
0507120	CATCH BASIN (TYPE C)(3'SUMP) (0-10 FEET DEEP)	6	\$5,500.00	\$33,000.00	\$6,300.00	\$37,800.00	\$9,000.00	\$54,000.00	\$5,500.00	\$33,000.00
0507781	RESET MANHOLE	25	\$1,200.00	\$30,000.00	\$625.00	\$15,625.00	\$1,200.00	\$30,000.00	\$1,050.00	\$26,250.00
0507792A	RECONSTRUCT CATCH BASIN	10	\$750.00	\$7,500.00	\$1,000.00	\$10,000.00	\$600.00	\$6,000.00	\$280.00	\$2,800.00
0507829	CONVERT MANHOLE TO TYPE "C" CATCH BASIN	1	\$4,500.00	\$4,500.00	\$2,750.00	\$2,750.00	\$4,000.00	\$4,000.00	\$530.00	\$530.00
0507831	CONVERT CATCH BASIN TO MANHOLE	3	\$4,500.00	\$13,500.00	\$3,300.00	\$9,900.00	\$4,000.00	\$12,000.00	\$565.00	\$1,695.00
0686230.12	12" HIGH DENSITY POLYETHYLENE PIPE (0'-10' DEEP)	70	\$250.00	\$17,500.00	\$188.00	\$13,160.00	\$200.00	\$14,000.00	\$90.00	\$6,300.00
0686230.15	15" HIGH DENSITY POLYETHYLENE PIPE (0'-10' DEEP)	50	\$275.00	\$13,750.00	\$245.00	\$12,250.00	\$240.00	\$12,000.00	\$100.00	\$5,000.00
0728031A	3" MINUS CRUSHED STONE	3	\$300.00	\$900.00	\$50.00	\$150.00	\$300.00	\$900.00	\$28.00	\$84.00
0811001A	CONCRETE CURBING	450	\$61.00	\$27,450.00	\$52.00	\$23,400.00	\$200.00	\$90,000.00	\$54.60	\$24,570.00
0812000A	EXTRUDED CONCRETE CURB	8,300	\$11.00	\$91,300.00	\$12.00	\$99,600.00	\$12.00	\$99,600.00	\$12.00	\$99,600.00
0814001A	RESET STONE CURBING	160	\$60.00	\$9,600.00	\$50.00	\$8,000.00	\$70.00	\$11,200.00	\$26.50	\$4,240.00
0815001	BITUMINOUS CONCRETE LIP CURBING	50	\$30.00	\$1,500.00	\$45.00	\$2,250.00	\$20.00	\$1,000.00	\$6.00	\$300.00
0921001A	CONCRETE SIDEWALK	550	\$30.00	\$16,500.00	\$22.00	\$12,100.00	\$40.00	\$22,000.00	\$14.13	\$7,771.50
0921046A	RESET STONE DRIVEWAY	160	\$40.00	\$6,400.00	\$40.00	\$6,400.00	\$30.00	\$4,800.00	\$26.50	\$4,240.00
0922001A	BITUMINOUS CONCRETE SIDEWALK	3,800	\$35.00	\$133,000.00	\$37.50	\$142,500.00	\$74.00	\$281,200.00	\$47.70	\$181,260.00

Project Name : PAVING AT VARIOUS LOCATIONS LOCIP (STATE REIMBURSE)

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
0924007A	HANDICAP RAMPS (ADA COMPLIANT)	88	\$400.00	\$35,200.00	\$500.00	\$44,000.00	\$50.00	\$4,400.00	\$44.17	\$3,886.96
0944004A	FURNISHING AND PLACING TOPSOIL	200	\$180.00	\$36,000.00	\$31.55	\$6,310.00	\$50.00	\$10,000.00	\$72.00	\$14,400.00
0950003A	TURF ESTABLISHMENT (LAWN)	1,500	\$4.00	\$6,000.00	\$4.00	\$6,000.00	\$4.00	\$6,000.00	\$5.00	\$7,500.00
0970006A	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
0980003A	PROJECT SURVEY AND STAKEOUT	1	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
1208931	SIGN FACE-SHEET ALUMINUM (TYPE IX RETROREFLECTIVE SHEETING)	90	\$50.00	\$4,500.00	\$115.00	\$10,350.00	\$50.00	\$4,500.00	\$90.00	\$8,100.00
1210103	4" DOUBLE YELLOW EPOXY RESIN PAVEMENT MARKINGS	1,800	\$1.50	\$2,700.00	\$1.00	\$1,800.00	\$2.00	\$3,600.00	\$1.00	\$1,800.00
1210124	24" WHITE EPOXY RESIN PAVEMENT MARKINGS	1,000	\$15.50	\$15,500.00	\$4.00	\$4,000.00	\$4.00	\$4,000.00	\$8.75	\$8,750.00
1302060A	RESET GATE BOXES	75	\$200.00	\$15,000.00	\$300.00	\$22,500.00	\$200.00	\$15,000.00	\$55.00	\$4,125.00
			\$1,352,530.00		\$1,353,495.00		\$1,631,750.00		\$1,113,998.46	

Apparent Low Bidder : Alcaide, Inc. D/B/A A&J Construction

Second Bidder : THE GRASSO COMPANIES LLC

Third Bidder : B&W PAVING & LANDSCAPING LLC



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: PM2025-2
Paving at Various Locations (LoCIP Reimbursement)

DATE: TUESDAY, JULY 29, 2025 2:00 P.M.

BIDDER	BID AMOUNT	BID BOND
B&W PAVING & LANDSCAPING LLC	\$1,631,750.00	%15
Alcaide, Inc. D/B/A A&J Construction	\$1,352,530.00 (Apparent Low Bidder)	%15
THE GRASSO COMPANIES LLC	\$1,353,495.00	%15
	\$	%
	\$	%
	\$	%
	\$	%