

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**DECEMBER 12, 2023
COUNCIL CHAMBERS**

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

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I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: November 28, 2023
Special Meeting: December 2, 2023

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: Bryce Chapin, Planning and Zoning, Alternate

APPOINTMENTS: Ashley Petrides, Board of Assessment Appeals, Alternate
Frank Ehrlich, MD, Board of Health
Jessica Edward, Commission on the Status of Women
Robert Raleigh, Pension Board
Bryce Chapin, Planning and Zoning Commission, Regular

REAPPOINTMENTS: Doris Ash, Board of Assessment Appeals, Regular
Meggan Douglas-Ready, Board of Assessment Appeals, Alternate
Susan Dunlap, Board of Assessment Appeals, Alternate
Josphine Dupree, Board of Assessment Appeals, Alternate
Judith Hyers, Board of Assessment Appeals, Alternate
Harriet Petrides, Board of Assessment Appeals, Alternate
Jane Ready, Board of Assessment Appeals, Alternate
Norman Weinberger, MD, Board of Health
Nick Kantor, Planning and Zoning Commission, Regular
Galen Wells, Planning and Zoning Commission, Regular
Hector Pachas, Planning and Zoning Commission, Regular

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATION AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC SAFETY & GENERAL GOVERNMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute any and all documents, instruments, and amendments thereto as may be necessary to apply for and accept grant funds from the 2024 CT. Department of Transportation DUI Enforcement Grant in the amount up to \$90,000.00 pursuant to such grant funding.
2. Authorize the Police Chief, James Walsh, to execute any and all documents, instruments and amendments thereto as may be necessary to apply for and accept grant funds from the 2024 CT. Department of Transportation DUI Enforcement Grant in the amount up to \$90,000.00 pursuant to such grant funding.
3. Authorize the Purchasing Agent to issue Purchase Order to Firematic Supply Company, Inc, Yaphank, NY, for The purchase of one (1) rescue apparatus from HGAC-BUY contract FS19VD13 for a sum not to exceed \$1,399,914.00
Account No: 09243110 5777 C0437
4. Authorize the Purchasing Agent to issue Purchase Oder to Freightliner of Hartford, East Hartford, CT for the purchase of one (1) rescue support truck from CT State Contract #14PSX0239 for a sum not to exceed \$168,546.00.
Account no. 09243110 5777 c0437

B. RECREATION, PARKS & CULTURAL AFFAIRS COMMITTEE

1a. *Technical Correction (account year changed from 2023 to 2024):*

Authorize the Mayor, Harry W. Rilling, to enter into a contract with Hinding Tennis, LLC, project number # 4305, Tennis-Pickleball and Basketball Court renovations, for an amount not to exceed \$718,994.00.

Account No. 0923 6030 5777 C0321

0924 6030 5777 C0321

0923 6030 5777 C0364

0924 6030 5777 C0364

1b. Authorize the Mayor, Harry W. Rilling, to issue an amendment to the contract with Hinding Tennis, LLC, Tennis-Pickleball and Basketball Court renovations, for additional requested items, in an amount not to exceed \$43,180.00.

Account No. 0923 6030 5777 C0321

0924 6030 5777 C0321

0923 6030 5777 C0364

0924 6030 5777 C0364

2. Authorize the Director of Recreation and Parks to issue change orders to Hinding Tennis LLC, project number # 4305, Tennis-Pickleball and Basketball Court renovations in an amount not to exceed \$71,800.00.

Account No. 0923 6030 5777 C0321

0924 6030 5777 C0321

0923 6030 5777 C0364

0924 6030 5777 C0364

3. *Technical Correction (addition of account):*

Authorize the Mayor, Harry W. Rilling, to execute an agreement with TD and Sons, Inc. for Project RNP 2021-1 Brien McMahon Athletic Field Conversion for a sum not to exceed \$868,065.00 (Base Bid), \$288,78.00 (Alternate 1-Sports Lightning), \$77,000.00 (Alternate-3 Protective Netting).

Account No. 0921 6030 5777 C0659

0922 6030 5777 C0659

0923 6030 5777 C0771

C. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to accept a 633 Sq. Ft. Sidewalk and 281 Sq. Ft. Roadway Easement located at 32 Knight Street; a 430 Sq. Ft. Sidewalk and 179 Sq. Ft. Roadway Easement located at 41 Knight Street; and a 75 Sq. Ft. Sidewalk and 2 Sq. Ft. Roadway Easement located at 22 North Street, in connection with Planning and Zoning Application #2022-28 Cam/Spr – 32 Knight Street Property LLC – 32 Knight Street.

2. Authorize the Purchasing Agent to authorize a sole source purchase order to Gabrielli Truck Sales for the purchase of one (1) 2025 Mack GR42F plow truck, for a sum not to exceed \$305,670.10.

Account No. 09 24 4031 5777 C0313

3. Authorize the Purchasing Agent to authorize a sole source purchase order to Freightliner of Hartford for the purchase of one (1) 2024 M2 106 plus plow truck, for a sum not to exceed \$197,041.10.
Account No. 09 24 4031 5777 C0313

4. Authorize the Mayor, Harry W. Rilling, to execute the First Amendment to the October 24, 2023, Agreement between the City of Norwalk and Colonna Masonry Concrete & Asphalt Paving, LLC., for Project TMP 2023-3 Concrete Curbs and Sidewalks on Rowayton Avenue for the sum not to exceed \$170,000.00.
Account No. 09 24 4031 5777 C0440

5. Technical Correction of the Common Council Action of July 12, 2022, Item VII.B.3 for an On-Call agreement between the City of Norwalk and Almstead Tree & Shrub Care Company LLC and Minutemen Land Services, LLC for the supply and planting of trees and shrubs. Task Orders not to exceed \$700,000.00 in the aggregate between the two (2) companies. Add accounts designated for the Norwalk Tree Account. Account No's. 380000-4805 and 380000-5790.

Account No. 13 4010 5796 APW08
13 3710 5796 AEC18
380000 4805
380000 5790

6. Authorize the Mayor, Harry W. Rilling, to execute the First Amendment to the April 12, 2021, agreement for household hazardous waste collection between the City of Norwalk and Clean Harbors Environmental Services Inc. project 4079 for an amount not to exceed \$64.90 per household and \$39.00 per ½ household.
Account No. 01 40 42 5258

7a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and M. Rondano, Inc., for project DRG2023-3 On-Call Drainage Improvements at Various Locations for a sum not to exceed \$1,020,060.00. with an option to extend for two (2) additional terms for one (1) year each.

Account No. 09 20 4062 5777 C0361
09 24 4062 5777 C0361
09 24 4021 5777 C0302
09 22 4021 5777 C0021
09 24 4021 5777 C0021
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440
09 20 4027 5777 C0643
09 21 4021 5777 C0643
09 22 4021 5777 C0643

7b. Authorize the Chief of Operations and Public Works to execute orders on the contract between the City of Norwalk and M. Rondano, Inc., for project DRG2023-3 On-Call Drainage Improvements at Various Locations for a sum not to exceed \$102,006.00.

Account No. 09 20 4062 5777 C0361
09 24 4062 5777 C0361
09 24 4021 5777 C0302
09 22 4021 5777 C0021

09 24 4021 5777 C0021
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440
09 20 4027 5777 C0643
09 21 4021 5777 C0643
09 22 4021 5777 C0643

8. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and AI Engineers, Inc, for project PSC2023-1 On-Call Surveying and Mapping services in connection with various projects for the City of Norwalk. The Agreement is for a period of one (1) year at a sum not to exceed \$200,000.00 with an option to extend for two (2) additional terms for one (1) year each.

Account No. 09 23 7100 5777 C0583
09 24 4021 5777 C0318
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 24 3750 5777 C0441
09 23 4120 5777 C0649
09 24 3750 5777 C0649
09 23 4120 5777 C0824
09 24 3750 5777 C0824
01 40 30 5258

D. LAND USE & BUILDING MANAGEMENT COMMITTEE

1. RESOLVED that the Norwalk Common Council authorizes the Norwalk Board of Education to apply to the Commissioner of Administrative Services and to accept or reject a grant for the HVAC IAQ Grant at the Brien McMahon High School.

RESOLVED that the Land Use and Building Management Committee of Norwalk Common Council is hereby established as the building committee about the HVAC IAQ Grant at the Brien McMahon High School.

RESOLVED that the Norwalk Common Council authorizes at least the preparation of schematic drawings and outline specifications for the HVAC IAQ Grant at the Brien McMahon High School.

2. RESOLVED that the Norwalk Common Council authorizes the Norwalk Board of Education to apply to the Commissioner of Administrative Services and to accept or reject a grant for the HVAC IAQ Grant at the Brookside Elementary School.

RESOLVED that the Land Use and Building Management Committee of Norwalk Common Council is hereby established as the building committee about the HVAC IAQ Grant at the Brookside Elementary School.

RESOLVED that the Norwalk Common Council authorizes at least the preparation of schematic drawings and outline specifications for the HVAC IAQ Grant at the Brookside Elementary School.

3. RESOLVED that the Norwalk Common Council authorizes the Norwalk Board of Education to apply to the Commissioner of Administrative Services and to accept or reject a grant for the HVAC IAQ Grant at the Marvin Elementary School.

RESOLVED that the Land Use and Building Management Committee of Norwalk Common Council is hereby established as the building committee about the HVAC IAQ Grant at the Marvin Elementary School.

RESOLVED that the Norwalk Common Council authorizes at least the preparation of schematic drawings and outline specifications for the HVAC IAQ Grant at the Marvin Elementary School.

4. RESOLVED that the Norwalk Common Council authorizes the Norwalk Board of Education to apply to the Commissioner of Administrative Services and to accept or reject a grant for the HVAC IAQ Grant at the Silvermine Elementary School.

RESOLVED that the Land Use and Building Management Committee of Norwalk Common Council is hereby established as the building committee about the HVAC IAQ Grant at the Silvermine Elementary School.

RESOLVED that the Norwalk Common Council authorizes at least the preparation of schematic drawings and outline specifications for the HVAC IAQ Grant at the Silvermine Elementary School.

5. RESOLVED that the Norwalk Common Council authorizes the Norwalk Board of Education to apply to the Commissioner of Administrative Services and to accept or reject a grant for the HVAC IAQ Grant at the Naramake Elementary School.

RESOLVED that the Land Use and Building Management Committee of Norwalk Common Council is hereby established as the building committee about the HVAC IAQ Grant at the Naramake Elementary School.

RESOLVED that the Norwalk Common Council authorizes at least the preparation of schematic drawings and outline specifications for the HVAC IAQ Grant at the Naramake Elementary School.

6. RESOLVED that the Norwalk Common Council authorizes the Norwalk Board of Education to apply to the Commissioner of Administrative Services and to accept or reject a grant for the HVAC IAQ Grant at the Rowayton Elementary School.

RESOLVED that the Land Use and Building Management Committee of Norwalk Common Council is hereby established as the building committee about the HVAC IAQ Grant at the Rowayton Elementary School.

RESOLVED that the Norwalk Common Council authorizes at least the preparation of schematic drawings and outline specifications for the HVAC IAQ Grant at the Rowayton Elementary School.”

7. Approve following actions required for the DECD grant for the proposed Norwalk Community Recreation Center at 98 South Main Street:

“WHEREAS, the State of Connecticut through the Department of Economic and Community Development is authorized to extend financial assistance to the City of Norwalk for the development of the proposed Norwalk Community Recreation Center at 98 South Main Street: and

WHEREAS, it is desirable and in the public interest that the City of Norwalk makes an application to the State for \$1,200,000 in order to undertake the Norwalk Community Recreation Center development project.

NOW, THEREFORE, be it resolved by the Common Council of the City of Norwalk:

1. That it is cognizant of the condition and prerequisites for the State financial assistance imposed by the State of Connecticut, Department of Economic and Community Development (DECD); and
 2. That the filing of an application for State financial assistance by the City of Norwalk in an amount not to exceed \$1,200,000.00 is approved; and
 3. That Harry W. Rilling, Mayor, City of Norwalk is authorized to execute and file such application with the Connecticut Department of Economic Development (DECD), to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for financial assistance if such as agreement is offered, to execute any amendments, decision, and revisions thereto, and to act as the authorized representative of the City of Norwalk, including all documents relating to the implementation of the project.”
8. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Downes Construction Company, LLC as the Construction Manager (CM) for the Cranbury Park/Gallaher Mansion Improvement Project. Terms of the agreement shall include:
- Preconstruction Services - \$49,300
 - CM Fixed Fees – 2.5%
 - CM Contingency – 5% (balance revert to the City at project completion)
 - General Conditions fee - \$581,539 (actual amount to be determined at the time of GMP)
- Subsequent to trade contractors’ bidding, final GMP amendment will be submitted to the Common Council for approval. Funds for this agreement are available from the State DECD grant. Acct #09236030 5782 C0831
- 9a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with VAD Construction Corp, for the Animal Control Facilities Improvement Project for a total not to exceed \$248,892.50. Funds are available from Account #430000 5765
- 9b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$24,889.25. Funds are available from Account #430000 5765”

E. ECONOMIC & COMMUNITY DEVELOPMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute a contract with Rough Edge Collective Inc. for the completion of the Monroe Street Underpass Mural in an amount not to exceed \$50,000.
Account No: 0922-3760-5777
0923-3760-5777
2. Authorize the Mayor, Harry W. Rilling to execute an agreement between the City of Norwalk and the Connecticut Department of Transportation (CTDOT) to receive \$800,000 in 2023 Community Connectivity Grant Construction Funding related to the Hospital Hill Village Safety Enhancements.

1. Approve the allocation of \$3,320,918.00 in Special Capital Appropriation funds for the City's 40% share of the project costs in compliance with State HVAC grant application requirements for Brien McMahon High School HVAC Improvement project. This special capital appropriation shall be funded through \$3,320,918.00 of authorized but unissued general obligation bonds or notes of the City.
2. Approve the allocation of \$1,330,900.00 in Special Capital Appropriation funds for the City's 40% share of the project costs in compliance with State HVAC grant application requirements for Brookside Elementary School HVAC Improvement project. This special capital appropriation shall be funded through \$1,330,900.00 of authorized but unissued general obligation bonds or notes of the City.
3. Approve the allocation of \$1,650,085.00 in Special Capital Appropriation funds for the City's 40% share of the project costs in compliance with State HVAC grant application requirements for Marvin Elementary School HVAC Improvement project. This special capital appropriation shall be funded through \$1,650,085.00 of authorized but unissued general obligation bonds or notes of the City.
4. Approve the allocation of \$1,210,206.00 in Special Capital Appropriation funds for the City's 40% share of the project costs in compliance with State HVAC grant application requirements for Silvermine Elementary School HVAC Improvement project. This special capital appropriation shall be funded through \$1,210,206.00 of authorized but unissued general obligation bonds or notes of the City.
5. Approve the allocation of \$4,263,447.00 in Special Capital Appropriation funds for the City's 40% share of the project costs in compliance with State HVAC grant application requirements for Rowayton Elementary School HVAC Improvement project. This special capital appropriation shall be funded through \$4,263,447.00 of authorized but unissued general obligation bonds or notes of the City.
6. Approve the allocation of \$2,584,750.00 in Special Capital Appropriation funds for the City's 40% share of the project costs in compliance with State HVAC grant application requirements for Naramake Elementary School HVAC Improvement project. This special capital appropriation shall be funded through \$2,584,750.00 of authorized but unissued general obligation bonds or notes of the City.

G. COMMUNITY SERVICES

1. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary to extend contract for one additional year with Norwalk ACTs located at 9 Mott Avenue, Norwalk, CT, 06850 for the Norwalk Workforce Development strategy initiative with Community Services Department for a total amount of \$100,000.00. Account No. 132010 5796 ACS01.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**DECEMBER 12, 2023
COUNCIL CHAMBERS**

APPOINTMENTS

<u>BOARD OF ASSESSMENT APPEALS</u>	<u>M/C</u>	<u>CGS/NwkCht 1-271/NCC 103</u>
ASHLEY PETRIDES (U)		Term Expires – 11/01/2024
63 Strawberry Hill Avenue		Alternate
Norwalk, CT 06855		
<u>BOARD OF HEALTH</u>	<u>M/C</u>	<u>Nwlk. Code 57-4</u>
FRANK EHRLICH, MD (I)		Term Expires – 12/01/2025
401 Rowayton Avenue		
Norwalk, CT 06854		
<u>COMMISSION ON THE STATUS OF WOMEN</u>	<u>M/C</u>	<u>Nwlk. Code 115</u>
JESSICA EDWARD (D)		Term Expires – 09/01/2024
14 Kettle Road		
Norwalk, CT 06850		
<u>PENSION BOARD</u>	<u>M/C</u>	<u>Nwlk. Code, Appx II</u>
ROBERT RALEIGH (D)		Term Expires – 09/01/2028
107 Maywood Road		
Norwalk, CT 06850		
<u>PLANNING AND ZONING COMMISSION</u>	<u>M/C</u>	<u>Nwlk. Code 79</u>
BRYCE CHAPIN (D)		Term Expires – 01/01/2027
107 Maywood Road		Regular, District A
Norwalk, CT 06850		Effective 1/1/2024

REAPPOINTMENTS

<u>BOARD OF ASSESSMENT APPEALS</u>	<u>M/C</u>	<u>CGS/NwkCht 1-271/NCC 103</u>
DORIS ASH (D)		Term Expires – 07/01/2024
61 Hills Lane		Regular
Westport, CT 06880		
MEGGAN DOUGLAS-READY (U)		Term Expires – 11/01/2024
14 McKinley Street		Alternate
Norwalk, CT 06853		
SUSAN DUNLAP (U)		Term Expires – 11/11/2024
165 Rowayton Avenue		Alternate
Norwalk, CT 06853		
JOSEPHINE DUPREE (U)		Term Expires – 11/01/2024
35 Bettswood Road		Alternate
Norwalk, CT 06851		

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**DECEMBER 12, 2023
COUNCIL CHAMBERS**

JUDITH HYERS (R)
199 Gregory Blvd, Unit A2
Norwalk, CT 06855

Term Expires – 11/01/2024
Alternate

HARRIET PETRIDES (U)
10 Burlington Drive
Norwalk, CT 06851

Term Expires – 11/01/2024
Alternate

JANE READY (R)
165 Rowayton Avenue
Norwalk, CT 06853

Term Expires – 11/01/2024
Alternate

BOARD OF HEALTH

M/C

Nwlk. Code 57-4

NORMAN WEINBERGER, MD (D)
3 Inwood Road
Norwalk, CT 06850

Term Expires – 012/01/2026

PLANNING AND ZONING COMMISSION

M/C

Nwlk. Code 79

NICK KANTOR (D)
25 Hawthorne Drive
Norwalk, CT 06851

Term Expires – 01/01/2027
Regular, District C
Effective 1/1/2024

GALEN WELLS (D)
224 West Norwalk Road
Norwalk, CT 06850

Term Expires – 01/01/2027
Regular, District E
Effective 1/1/2024

HECTOR PACHAS (D)
60 George Avenue
Norwalk, CT 06851

Term Expires – 01/01/2027
Alternate, District A
Effective 1/1/2024

CITY OF NORWALK COMMON COUNCIL
REGULAR MEETING
NORWALK, CONNECTICUT COUNCIL CHAMBERS AND VIA TELECONFERENCE

NOVEMBER 28, 2023

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

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Mayor Rilling called the meeting to order at 7:32 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. ROLL CALL

Ms. Dixon called the Roll as follows:

Council at Large:	Mr. Gregory Burnett	Mr. Joshua Goldstein
	Mr. Johan Lopez	Ms. Nora Niedzielski Eichner
	Ms. Barbara Smyth	

District A:	Ms. Nicol Ayers	Mr. Jalen Sead
District B:	Mr. Dajuan Wiggins	Ms. Darlene Young
District C:	Ms. Jenn McMurrer	Ms. Melissa Murray
District D:	Ms. Heather Dunn	Mr. Doug Sutton
District E:	Mr. James Frayer	Ms. Lisa Shanahan

At Roll Call there were 15 Common Councilmembers present. A Quorum was present.

Also present were Mayor, Harry Rilling; City Clerk, Irene Dixon and Corporation Counsel, Mario Coppola.

II. ACCEPTANCE OF MINUTES

Regular Meeting: November 14, 2023

The following correction was made to page 5:

He thanked Ms. Young and Majority Leader and Mr. Meek as Minority Leader should read:

He thanked Ms. Young as Majority Leader and Mr. Meek as Minority Leader.

**** MR. BURNETT MOVED TO ACCEPT THE MINUTES AS CORRECTED**
**** MOTION PASSED WITH SIX (6) ABSTENTIONS (MR. LOPEZ; MS. SMYTH;**
MR. SEAD; MR. WIGGINS; MS. MURRAY; MS. DUNN AND MR. SUTTON)

Special Meeting: November 21, 2023

**** MS. NIEDZIELSKI EICHNER MOVED TO APPROVE THE MINUTES AS**
PRESENTED
**** MOTION PASSED WITH ONE (1) ABSTENTION (MS. DUNN)**

III. PUBLIC PARTICIPATION

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

Ms. Diane Lauricella congratulated everyone on the recent election. She addressed items 7A3A and 7A3B and noted that the amendment for 2023 was not included in the meeting packet. She said she was told by Mr. Stowers, Director of Recreation and Parks that the amendment was

mostly about drainage. She said she would like to see wording related to the electrical service and that it must be renewal energy because the site is in the sun. In addition, she asked that sooner rather than later they have a neutral party evaluate natural turf and artificial turf.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

Mayor Rilling announced the resignation of Ashley Gulyas from the Commission on the Status of Women because she was elected to the Board of Education.

APPOINTMENTS: There were no appointments announced this evening.

REAPPOINTMENTS: There were no reappointments announced this evening.

MAYOR'S REMARKS:

Mayor Rilling reported that the City's second annual Holiday Extravaganza held last Saturday was a huge success. He invited the community to join him at City Hall on December 1, 2023, for a Tree Lighting Celebration. He also invited the public to join him and Rabbi Hecht on December 7, 2023 at 5:00 p.m. at Stew Leonard's for a Menorah Lighting Ceremony. Mayor Rilling announced the second annual Wall Street Wonderland Celebration taking place this Saturday, December 2nd from 3:00 p.m. – 8:00 p.m.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATION AND APPOINTMENTS

There were no resignations, appointments or reappointments announced this evening.

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

B. CONSENT CALENDAR:

**** MS. YOUNG MOVED TO APPROVE THE FOLLOWING CONSENT CALENDAR:**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

**1. AUTHORIZATION TO DISCUSS CLAIMS:
IN RE AQUEOUS FILM-FORMING FOAM PRODUCTS LIABILITY
LITIGATION, MDL NO. 2-18-MN-2873-RMG. CITY OF CAMDEN, ET AL. V. 3M
COMPANY, CASE NO. 2:23-CV-01314-RMG IN RE AQUEOUS FILM-FORMING
FOAM PRODUCTS LIABILITY LITIGATION, MDL NO. 2-18-MN-2873-RMG.
CITY OF CAMDEN, ET AL. V. DUPONT, CASE NO. 2:23-CV-03230-RMG
EXECUTIVE SESSION**

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS & CULTURAL AFFAIRS COMMITTEE

**1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN
AGREEMENT WITH THE CITY OF NORWALK'S RECREATION & PARKS
DEPARTMENT FOR THE USE OF VETERAN'S PARK AND IMMEDIATE
SURROUNDING GROUNDS FOR THEIR 31ST ANNUAL FITNESS FUN RUN
TO BE HELD ON SATURDAY, DECEMBER 2ND, 2023, FROM 10:00 AM TO
11:00 AM WITH A RAIN DATE OF SUNDAY, DECEMBER 3RD, 2023. SETUP TO
BEGIN AT 8:30 AM WITH TEARDOWN NO LATER THAN 12:00 PM.
APPROXIMATELY 700 PEOPLE.**

**2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN
AGREEMENT WITH THE CITY OF NORWALK'S RECREATION & PARKS
DEPARTMENT FOR THE USE OF CALF PASTURE BEACH AND IMMEDIATE
SURROUNDING GROUNDS BY NORWALK DEPARTMENT OF RECREATION
& PARKS FOR THEIR 3RD ANNUAL JINGLE BELL 5K TO BE HELD ON
SATURDAY, DECEMBER 9TH, 2023, FROM 9:30 A.M. TO 11:30 A.M. SETUP TO
BEGIN AT 8:30 A.M. WITH TEARDOWN NO LATER THAN 12:00 P.M.
APPROXIMATELY 300 PEOPLE.**

B. PUBLIC SAFETY & GENERAL GOVERNMENT COMMITTEE

**1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING WITH THE TOWN OF NEW**

**CANAAN FOR ACCEPTANCE OF NEW CANAAN POLICE DEPARTMENT
PRISONERS FOR HOLDING PENDING ARRAIGNMENT DURING THE
RENOVATION OF NEW CANAAN POLICE STATION.**

**** MOTION PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS & CULTURAL AFFAIRS COMMITTEE

**** MS. YOUNG MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A FIRST AMENDMENT TO THE APRIL 24, 2020, AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE CITY OF NORWALK AND STANTEC CONSULTING SERVICES, INC., REGARDING THE BROAD RIVER PARK, FOR AN AMOUNT NOT TO EXCEED \$108,000.00 IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES DATED AUGUST 15, 2023.**

ACCOUNT NO. 0921 6030 5777 C0658

AND TO AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO ISSUE CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED \$10,800.00 FOR PROFESSIONAL ENGINEERING SERVICES WITH STANTEC CONSULTING SERVICES, INC., REGARDING THE BROAD RIVER PARK.

ACCOUNT NO. 0921 6030 5777 C0658

Ms. Valdares, Chief of Operations and Public Works reviewed the item and said they need to do this extra work because there is a lot of drainage under the baseball field. They need to add this extra design work so they can evaluate the impact of the drainage and mitigate flooding in the area. In addition, they need larger pipes under the field and need to change the elevation of the field which will help with drainage in the area.

In response to Ms. Dunn's question, Ms. Valdares said they are not changing the course of where the outfall goes; they are changing the size of the pipe under the baseball field. She added that the pipes drain to the River. She added that the River is not part of the scope of the study.

Ms. Niedzielski Eichner said she saw the possibility of doing water retention under the field and asked if that was already incorporated into the initial design. Ms. Valdares said that is something they would take into consideration.

Ms. Niedzielski Eichner noted that the proposal is based on the infield being turf and the outfield being grass. She asked if making the entire field grass would change the scope of the plan. Ms. Valdares said they designed a couple of models and will get cost estimates. They will take into consideration what is best for drainage.

Ms. Young asked about the electrical design and using renewable energy. Ms. Valdares said if they are going to light the field, they would be using all LED lights. Ms. Young asked about the field material. Ms. Valdares explained that they understand the concerns, and once they have a model and prices, they will make a presentation to the Recreation and Parks Committee.

**** MOTION PASSED WITH ONE (1) ABSTENTION (MS. DUNN)**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were no resolutions presented this evening.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

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

X. SUSPENSION OF RULES

There were no suspension of the rules this evening.

XI. ADJOURNMENT

**** MS. NIEDZIELSKI EICHNER MOVED TO ADJOURN**

**** MOTION PASSED UNANIMOUSLY**

There was no further business, and the meeting was unanimously adjourned at 7:58 p.m.

ATTEST: _____
Irene Dixon, City Clerk

**CITY OF NORWALK COMMON COUNCIL
DECEMBER 3, 2023**

SPECIAL MEETING

**NORWALK, CONNECTICUT THE BUNKHOUSE, 300 GRUMMAN AVE., AND VIA
TELECONFERENCE**

**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, Zoom, and/or the City of Norwalk YouTube channel. Specific instructions can be found at norwalkct.gov/meetings.

Members of the public can call in and listen to a meeting. They will not be able to speak or see any of the meeting participants. Each meeting will use a unique Meeting/Webinar ID.

Members of the public who wish to provide “live comments” will need to register in advance and 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 on by the host of the meeting during the public comment section. Please find the information using the link above.

Members of the public who wish to view the meeting, but are not participating, can view a live stream on the City of Norwalk YouTube channel. This stream is delayed by approximately 20 seconds. Please find the information using the link above. The meeting recording and minutes will be posted on the City of Norwalk website within seven (7) days after the meeting.

Members of the public who wish to provide public comment are encouraged to submit those via e-mail in advance of the meeting. For these comments to be read into the record, they should be submitted at least three hours in advance of the meeting start time. Please email Irene Dixon Idixon@norwalkct.gov to provide written comment prior to the meeting.

COMMON COUNCIL

DECEMBER 3, 2023

NORWALK, CONNECTICUT 9:00AM THE BUNKHOUSE, 300 GRUMMAN AVE.

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

I. ROLL CALL

Mayor Rilling called the meeting to order at 9:00AM. and led the Assembly in reciting the Pledge of Allegiance.

Ms. Young called the Roll. The following Common Council members were present:

Council at Large:	Mr. Greg Burnett Mr. Johan Lopez Ms. Barbara Smyth	Mr. Josh Goldstein Ms. Nora Niedzielski-Eichner
District A:	Ms. Nicol Ayers	Mr. Jalin Sead
District B:	Ms. Darlene Young	Mr. Dajuan Wiggins
District C:	Ms. Jenn McMurrer	Ms. Melissa Murray
District D:	Ms. Heather Dunn	Mr. Doug Sutton
District E:	Mr. James Frayer	Ms. Lisa Shanahan

There were fifteen (15) Common Council members present.

Also present were Mayor, Harry W. Rilling, Corporation Council Mario Coppola, and Director of Communications, Michelle Woods-Matthews

II. MAYOR RILLING WELCOME

Mayor Rilling welcomed back the re-elected council members and newly elected council members and said he is looking forward to working together as a team.

III. PUBLIC PARTICIPATION

There were no members of the public who wished to comment.

IV. APPOINTMENT OF COMMITTEES

Ms. Young reviewed the committee assignments and said that Ms. Nicol Ayers will chair the Community Services Committee, Mr. Josh Goldstein will chair the Economic and Community Development Committee, Mr. Gregory Burnett will chair the Finance and Claims Committee, Ms. Barbara Smyth will chair the Land Use and Building Management Committee, Mr. James Frayer will chair the Public Works Committee, Ms. Lisa Shanahan will chair the Ordinance Committee, Ms. McMurrer will chair the Public Safety and General Government Committee, and Ms. Darlene Young will chair the Recreation and Parks Committee. She said there are also two Ad Hoc Committees that will meet from time to time and Mr. James Sead will chair the Ad Hoc Affordable Housing Committee, and Mr. Lopez will chair the Ad Hoc Sustainability and Resilience Committee. She said from time to time there will need to be a charter revision commission and Ms. Murray will be the facilitator.

Ms. Ayers and Mr. Burnett joined the meeting at 9:06AM.

**** MS. YOUNG MOVED TO SUSPEND THE RULES TO TAKE THE AGENDA OUT OF ORDER.**

**** THE MOTION PASSED UNANIMOUSLY.**

VI. CONFLICTS OF INTEREST

Mr. Coppola provided his contact information with the members of the Common Council and said that he is generally available anytime. He recommended that the new members review the Board of Ethics and Citizens Guide to the Board of Ethics which is available on the city's website, and he will also send a link to Ms. Young to share with the new members. He said first and foremost it is important to know it is an honor to be a councilmember and are now a city official but with that comes certain responsibilities and restrictions to some degree, and the Code of Ethics does apply to the members as they are a city official.

Mr. Coppola reviewed the conflicts of interest and said that each member must determine if there is a conflict of interest which may disqualify them from participating in the consideration of a matter, and he recommends that if a committee member feels there is a conflict of interest, they should recuse themselves.

Ms. Young requested that Mr. Coppola review what would constitute a meeting that is outside of a committee or council meeting. Mr. Coppola said anytime there are more than eight council members it will constitute a quorum and should be a publicly noticed meeting and is subject to FOI, and the members

should be careful with emails and text messages with eight or more members of the council. Mr. Coppola suggested holding another FOI informational session for the new members. Mr. Burnett said that a tentative date for the FOI annual training is scheduled for Monday, January 29, 2024, but will need to confirm but he believes that Mr. Sphar has taken the lead on confirming the date with the FOI Commission. Mr. Coppola said in the past there were councilmembers that were using personal email addresses, but he does not believe that is any longer an issue in recent years but said that all city business that is electronic should be done using the city email addresses. He said that text messages could also be subject to a FOI request as well as discovery and litigation and to be careful when texting as well. Ms. Young said the council email addresses have all been changed to councilmember.gov. Mr. Coppola requested that Ms. Young ensures that the IT department has set up any emails that go to the previous email be forwarded to the new email address.

Ms. Smyth recommended that the members ask Mr. Coppola for a legal opinion if they are unsure if they have a conflict of interest. Mr. Coppola agreed and said if a member is involved or employed by an organization that has a matter before the council, they should reach out to him so that he can assist them in making a determination if there is a conflict.

VII. DASHBOARD PRESENTATION

Ms. Woods-Matthews introduced herself and said that she is the Communications Director for the city and congratulated the members on winning the election.

Ms. Woods-Matthews presented the relaunch of the mayor's dashboard and said that it is an accountability tool and shows all of the metrics, data, and trends of the programs and services the city offers, and also the gaps in where the city can improve. She said that seven categories were created for the dashboard based on the city and mayors' vision and each category highlights the things that are going on in terms of programs and services and new metrics can always be added. Ms. Young said the information is updated on a consistent basis. Mayor Rilling said there is a tremendous amount of information on the dashboard. Mayor Rilling asked if there was a record of how many people view the dashboard. Ms. Woods-Matthews said that she can get that information from the IT Department. Ms. Dunn suggested adding links to where the data comes from to the dashboard. Ms. Niedzielski Eichner said the click and request app is great and the response time is incredible.

V. GENERAL DISCUSSION OF THE ROLE AND RESPONSIBILITIES OF MEMBERS OF THE NORWALK COMMON COUNCIL

Ms. Young provided an overview of the rules of the Common Council and said the council meets on the second and fourth Tuesday of each month at 7:30PM, with a caucus meeting the Monday prior to each meeting. She said the next meeting will be held on December 12th, but she believes the meeting of December 26th will be cancelled. She suggested that the chairs of the committees reach out to their department heads to see if there are any pressing issues that need to be on the agenda for December 12th. Mr. Burnett asked Ms. Young to discuss the mode that the council meets and have set somewhat of an understanding that the preferred method of meeting would be in person for the council meetings. Ms.

Young said that can be discussed moving forward and that a lot of folks in the community would prefer in person meetings and they try to do that whenever and wherever possible and the Common Council meetings will be held in person unless a member is not feeling well or have something that is keeping them from doing that.

Ms. Young said there should be no less than 10 committee meetings per year. Ms. Niedzielski-Eichner said the chair of the committee with work with the staff member to be sure the agendas are complete. Mayor Rilling said if a council member has a question for a department head that it is best to go through the committee chair. Ms. Dunn asked if items can be right to the council for approval if there is not a committee meeting held. Ms. Young said “yes” but only for time sensitive matters. Ms. Niedzielski Eichner said items are discussed and voted on at the committee level, but no contract is valid until it is approved by the full Council.

Ms. Shanahan discussed the difference between public comments and a public hearing. Ms. Dunn asked if the public hearings are held in person or by zoom. Ms. Shanahan said they are generally held on zoom. Ms. Young said there is an opportunity for both. Ms. Dunn said she thinks that is part of transparency issue from what the neighbors have said because if they are held in person people know who else is present rather than on zoom where people don’t know who else is present. Ms. Smyth suggested during a public hearing the committee chair say the number of people that are participating. Ms. Young said that they had heard about this issue before and that it may be changed and suggested a conversation with the IT department. Mr. Frayer asked if when holding a public hearing if a separate public hearing is required or can it be included as part of the public comment portion of the meeting, if it should it be publicized that a public hearing will be part of a committee meeting, and if should it be done in multiple languages. Ms. Niedzielski Eichner said that public hearings are held as part of the committee meetings but they do have to be noticed as public hearings, and the language issue is a very important one that several of the council members want to discuss but were waiting until after the election to do that and she feels they do need to begin increasing the publications in Spanish and potentially in Creole as well. Mr. Frayer agreed and said he thinks its important but asked if a translator would need to be available to people who may have questions that don’t speak English. Ms. Young said that has been done in the past and she believes it was done in both Spanish and Creole. Ms. Niedzielski Eichner said this is something that the council should undertake and suggested beginning a conversation with the IT department and Ms. Dixon to begin the process. Mr. Sead suggested contacting community groups to further engage public participation for public hearings. Ms. Niedzielski Eichner said the Assistant City Clerk position is open and there is a job description that was used last year and are working to get it reposted as quickly as possible but that is the kind of thing the assistant city clerk could assist with. Ms. Dunn suggested contacting the Community Services Department to see if there is a demographic need to have them in other languages besides Spanish and Creole.

Ms. Smyth recommended that the new members make an appointment and meet with the Chief’s to get an update on any items they have been working on or items that may be coming up. Ms. Niedzielski Eichner agreed and suggested meetings in small groups but reminded the members to be sure they are not doing anything in a quorum and said to keep the groups to three or less and the same goes for text messaging and emails as well.

Ms. Niedzielski Eichner recommended the members read the first 86 pages of the city charter and she will send a link to that. She said it outlines the responsibilities and authority for the council.

Mr. Goldstein said that Economic and Community Development will be having each of the department heads provide an update for their department in the public meeting.

Ms. Young suggested setting two or three priorities as a council and for the members to start thinking of some ideas such as a green city, housing, etc.

Ms. Smyth thanked Ms. Young for creating the onboarding packet and that it is very helpful for the new members.

VIII. ADJOURNMENT

**** MS. SHANAHAN MOVED TO ADJOURN.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 10:59AM.

Respectfully submitted,

Dilene Byrd

Ashley Petrides

63 Strawberry Hill Ave, Norwalk CT 06855

Ashley.Petrides@Raveis.com

203-858-1636

SKILLS

Team Leadership, inventory and report generation, client/vendor relations, market analysis, strong verbal communication, management of multiple different clients, budgeting and finance.

EXPERIENCE

Sales Agent. William Raveis Real Estate 2014-Current

Norwalk, CT Office

- Working with buyer clients helping facilitate the purchase of a new home
- Working with Seller clients to market and strategize selling their homes
- Teaching/coaching new agents within the Norwalk office
- Commercial deals in helping clients obtain space for their commercial businesses
- Annual sales of between \$6M & \$8M annually in closed transactions

Bar Manager. The Spread Restaurant Group 2017-2020

Greenwich, CT/Norwalk, CT

- Ensured proper staffing, beverage ordering, day to day operations alongside owner
- Managed a bar staff of 10

Bar Manager. Bar Sugo 2012-2014

Norwalk, CT

- Managed a bar of a staff of 7
- Ensured proper staffing, beverage ordering, day to day operations alongside owner

Sales Representative. Northeast Beverage Corporation 2009-2012

Orange, CT

- Tasked with preparing orders from On and Off Premise accounts.
- Opening New accounts
- Handling Account Receivable funds from accounts

EDUCATION AND TRAINING

Certified Homeownership Professional (CHP)- 2017

Completed Real Estate course Practices and Law- 2014

DORIS M. ASH
61 Hills Lane Westport, CT 06880

- Resident of Norwalk, 1976-2007
- Moved to Orrs Island, Maine, 2007-2015
- Moved back to Norwalk, April, 2015 (Please note: mailing address is Westport, but we are residents of and voters in Norwalk)

EMPLOYMENT HISTORY

1974-1976: Inventory and Accounts Payable, St. Joseph's Hospital, Stamford, CT

1976-2000: English teacher, Dolan Middle School, Stamford, CT

- Recognized by NELMS (New England League of Middle Schools) magazine as one of top 32 middle school educators in New England

2001-2007: Realtor, Prudential Connecticut Realty, Norwalk, CT

Realtor designations:

- SRS (Senior Real Estate Specialist); CRS (Certified Residential Specialist); ABR (Accredited Buyer's Representative)
- President's Circle – Top 3% of Realtors, nationwide
- Leading Edge Society – Top 10% of Realtors, nationwide

2008-2012: Contract Writer for National Episcopal Church; Church Publishing, NY, NY

Authored "Weaving God's Promises," a 3-year Sunday school curriculum for grades 6-8; sold nationwide

- Freelance speech writer

EDUCATION

1970-1974: B.S Degree in English, grades 7-12, Central Connecticut State College (now CCSU)

1982-1985: Master's work in Community Counseling, Fairfield University

2001-2007: Yearly real estate classes to maintain my Realtor's license

COMMUNITY SERVICE

- Co-chair Norwalk BAA_2019-Present
- Board member, Norwalk Senior Center
- Norwalk Junior Women's Club
- Member, Grace Episcopal Church, Norwalk – served on a variety of committees, as clerk of the Vestry, in the choir and altar guild
- Volunteer at Wolfpit Elementary School
- Marching Bears, Inc. (parent group of Norwalk High School Marching Band); member for 8 years; one year as vice president; two years as president; organization raised \$200K-\$300K per year to support the band

Contact information:

Cell phone: 203-984-0853

Home phone: 203-286-6850

Email: dorisash@gmail.com

Meggan Douglas
14 McKinley Street
Rowayton, Connecticut 06853
203-803-9634
meggandouglas@gmail.com

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EMPLOYMENT

2000-present *Full Time Realtor in the Greater Norwalk Area*

- Individual Top Producing Agent from approximately 2002-2015
- Team Leader from approximately 2015-present
- Co-Partner & manager of 3 junior real estate agents

OTHER PRIOR EXPERIENCE

2013-2021 *Volunteer, City of Norwalk Board of Assessment Appeals*

Susan Dunlap
Berkshire Hathaway HomeServices NE Properties
165 Rowayton Avenue
Rowayton, CT 06853
susandunlap@bhhsne.com
917.589.5780

PROFESSIONAL EXPERIENCE:

Susan is a full-time career real estate professional with a strong background in interior planning and design, project management and business development. Prior to entering the real estate profession, she had a successful career with 25+ years of experience working with Architectural/Interior Design Firms, Corporate Planning and consulting with firms specializing in corporate and retail interiors for Fortune 500 companies.

Whether working with seasoned real estate investors or first-time homebuyers, she understands that buying or selling a home can be a stressful, emotional time. Her determined focus to follow through detail by detail to the end has provided a tremendous benefit to her clients. Her design skill set is a perfect asset for her real estate clients as she can envision potential opportunities and provide guidance in staging homes for sale. Commitment, responsiveness, enthusiasm, and a sense of humor are some of the ways her clients have described her. The focus of her business is Fairfield County, CT. She has lived in Rowayton/Norwalk for 30+ years.

EDUCATIONAL/PROFESSIONAL BACKGROUND:

- Bachelor of Science, Interior Design, Miami University, Oxford, OH
- Master of Business Administration, Executive Program, University of New Haven, New Haven, CT
- Susan Dunlap Interiors, NY and CT
- GTE, Stamford, CT - Corporate Facilities Planning and Design – Received the Chairman's Leadership Award for Outstanding Performance
- JSA Architects, Pittsburgh, PA - Director of Interior Design/Associate

PROFESSIONAL ASSOCIATIONS:

- National Association of Realtors (NAR)
- Connecticut Association of Realtors (CAR)
- Darien Board of Realtors
- SMART MLS (CT)

PRESENT & PAST COMMUNITY INVOLVEMENT:

- Hilltop Homes Board of Directors - Co-Chair Renovation Committee
- Rowayton Civic Association Board
- Rowayton Little League Board
- The Center for Hope Luminary Project -Town Captain Rowayton
- Rowayton Elementary School and Brien McMahon High School - PTA Fundraising Committees

**Prudential Connecticut Realty**

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RESUME

Jo Deupree

Experience:

1985-2008 Realtor with Prudential Ct. Realty
(previously Merrill Lynch Realty and Siegel & Soper)
24 years in the Norwalk/Rowayton market; special training in
Relocation, Fine Homes, Buyer Agency, Environmental Issues

Affiliations:

National Association of Realtors
Connecticut Association of Realtors
Mid-Fairfield Association of Realtors

Education:

BA Lake Erie College
Continuing Education for licensing, appraising, real estate law,
ABR designation in 1998

Community:

Beltwood Park Association
Grace Episcopal Church
Raton Point Association
Marching Bears Inc.

Professional:

Who's Who in Residential Real Estate in North America
Winner's Circle, Leading Edge, President's Circle designations
Consistent Multi-million dollar producer
Top Selling/Listing Broker Recognition

prudentialCT.com

Judith G. Hyers
Sales Vice President
William Raveis Real Estate – Rowayton
199 Gregory Blvd – A2
East Norwalk, CT 06855
203-856-9301
judy.hyers@raveis.com

Judy Hyers is a full-time Realtor with almost 30 years experience in real estate. She joined William Raveis Real Estate in 1994 and is a top producing listing and selling agent with a cumulative sales volume of over \$100 million. She is a waterfront properties specialist and also a member of the William Raveis Relocation Team.

Prior to her career in real estate, Judy owned and operated advertising/marketing agencies in Norwalk and New York City. In addition, she is also a former member of the Board of Directors of Baldwin Technology Company, Inc., a manufacturer of accessory and control equipment for the offset printing and aligned industries. She was instrumental in the company's transition from a closely-held family business to a public company in the late 1980's.

Judy is a former member of the Board of Trustees of The Maritime Aquarium at Norwalk having served on its Board from 1994 – 2022. During her tenure as a trustee and advisor at The Maritime Aquarium, she served on a variety of committees including the Executive Committee, the Exhibits Committee, the Marketing Committee, the Red Apple (now Gala) Committee, the Long-Range Planning and Trustee Committees, as well as the Search Committee charged with the responsibility of identifying and hiring the Aquarium's current CEO.

Judy is a member of the Darien Sail & Power Squadron and a former member of their Bridge, and a past course instructor, during which time she developed a hands-on program aimed at exposing and educating 6 to 12-year-olds to a variety of different aspects of maritime and boating safety.

Today, she is a member of the Dorlon Terrace Marina Association. She is also a former member and President of the Board of the Dorlon Terrace Condominium Association, during which time the Association's Declaration and Bylaws were updated; a capital reserve study was initiated and completed, and a major \$1.9 million Capital Improvement Program was launched in 2019 and substantially completed in 2020.

She holds a Bachelor of Arts Degree in English from Wheaton College in Norton, MA. Judy lives on Charles Creek in East Norwalk at Dorlon Terrace Condominiums. She has been a resident of Norwalk since 1969, first in Rowayton and then in East Norwalk since 1974. She has sailed virtually all her life and loves the water, its culture and its wildlife. She has two grown children and three grandchildren.

Harriet Petrides
REALTOR SALES ASSOCIATE
(203) 856-0489
hpetrides@aol.com
Norwalk, CT 06851

REALTOR SALES ASSOCIATE
WILLIAM RAVEIS REAL ESTATE
JANUARY 2012-PRESENT
Norwalk, CT
January 2012 - Present

Performed comparative market analysis to estimate property value.

Resolved issues and conflicts during purchase or sale of real estate property.

Trained real estate agents by advising and coaching on contracts and general sales processes.

Guided and assisted buyers or sellers throughout entire transaction process.

Compared property with similar properties that had recently sold to determine its competitive market price.

William Pitt Sotheby's Real Estate May 1993-January 2012



Jane Ready, REALTOR®

Rowayton/Norwalk
165 Rowayton Avenue,
Rowayton CT 06853

Cell: **203-219-3508**
Email: jready@bhhsne.com



46 Total Rating Total Ratings

<https://janeready.bhhsneproperties.com>

Designations

Luxury Collection Specialist

Area Served

West Norwalk • Rowayton • Darien •
Norwalk • Wilton • South Norwalk •
Silvermine

Awards



About Me

REAL ESTATE EXPERIENCE: Over 30 successful years in Real Estate. During 1st year, "Rookie of the Year" for Fairfield County. Consistent top producer and award winner for the Rowayton/Norwalk offices. Ranked in top 2% of Berkshire Hathaway HomeServices New England Properties national network.

EDUCATIONAL/PROFESSIONAL BACKGROUND: B.S. Ed, Wheelock College, Boston, MA. Teacher, Darien Public Schools; Hewitt Associates; Rogers, Casey & Barksdale, Director of Admin.

PROFESSIONAL ACHIEVEMENTS: Who's Who in Residential Real Estate in North America. Selected to be Fine Homes Director. Multi-million dollar producer. "Top Listing Agent" and "Top Selling Agent" awards. Leading Edge Society, President's and Chairman's Circle designations by Berkshire Hathaway HomeServices New England Properties National. Named FIVE STAR Real Estate Agent in Connecticut Magazine. This recognition for outstanding service is awarded to less than 6% of licensed agents in Connecticut.

PROFESSIONAL ASSOCIATIONS: NAR, CAR, Darien Board of Realtors, Mid-Fairfield County MLS, Darien MLS.

PAST & PRESENT COMMUNITY INVOLVEMENT: Area native. Woman's Board of the Norwalk Hospital. Wilson Point Property Owners' Assoc. Board. Treasure House (Norwalk Hospital) volunteer. Board of Assessment Appeals for the City of Norwalk. Volunteer E.D. Norwalk Hospital.

Frank Ehrlich, M.D.

Curriculum Vitae
Frank Ehrlich, M.D.

Current Position: Consultant

Office Address: 401 Rowayton Avenue, Norwalk, CT 06854

Cell: 201-407-2334

Email Address: MD.Ehrlich.Frank@gmail.com
Ehrlich.Frank.26@gmail.com

Marital Status: Married 1971 - Susan

Children: Gordon, Ingrid, Zoe

<u>Education:</u>	1956-1959	State University of New York at Buffalo
	1959-1963	M.D. State University of New York at Buffalo Medical School

Postgraduate Training and Fellowship Appointments:

1963-64	Straight Surgical Internship, Boston City Hospital, Boston University Service, Boston, Massachusetts
1966-67	First Year Surgical Resident, Naval Hospital, Chelsea, Massachusetts
1967-68	Second Year Surgical Resident, Naval Hospital, Chelsea, Massachusetts
1968-69	Third Year Surgical Resident, Naval Hospital, Chelsea, Massachusetts
1968	Surgical Research Fellow, Lahey Clinic, Boston, Massachusetts
1969-70	Fourth Year Surgical Resident (Senior responsibility), Naval Hospital, Chelsea, Massachusetts
1970-71	First Year Teaching Fellow in Pediatric Surgery, University of Pittsburgh, Children's Hospital, Pittsburgh, Pennsylvania
1971-72	Senior Teaching Fellow in Pediatric Surgery, University of Pittsburgh, Children's Hospital, Pittsburgh, Pennsylvania

<u>Specialty Certification:</u>	1971	American Board of Surgery
	1975	American Board of Surgery - Special Competence in Pediatric Surgery
	1984	American Board of Emergency Medicine
	1993	American Board of Surgery - Added Qualifications in Surgical Critical Care

<u>Military Service:</u>	1964-75	United States Navy Medical Corps, resigned with rank of Commander
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Frank Ehrlich, M.D.

<u>Faculty Appointments:</u>	1975-76	Assistant Professor of Surgery, Medical College of Virginia, Richmond, Virginia
	1983-85	Clinical Associate Professor of Nursing, School of Nursing, University of Virginia, Charlottesville, Virginia
	1983-85	Clinical Associate Professor of Surgery, School of Medicine, Temple University, Philadelphia, Pennsylvania
	1983-85	Clinical Associate Professor of Surgery, School of Medicine, Pennsylvania State University, Hershey, Pennsylvania
	1985-87	Associate Professor of Surgery, State University of New York at Buffalo, Buffalo, New York
	1987-91	Professor of Surgery, Hahnemann University, Philadelphia, Pennsylvania
	1989-96	Clinical Professor of Surgery, Uniformed Services University of Health Sciences, Bethesda, Maryland
	1991-98	Clinical Professor of Surgery, School of Medicine, University of Pennsylvania
	1991-96	Adjunct Professor of Clinical Pharmacy, Philadelphia College of Pharmacy & Science
	1998-	Clinical Professor of Surgery, New York Medical College
	2000-	Professor of Surgery, Seton Hall University
	2005-07	Professor of Clinical Surgery, Albert Einstein College of Medicine

Hospital and Administrative Appointments:

1972-75	Director of Education and Training; Director of Research; Internship Coordinator; Department of Surgery, Naval Hospital, Portsmouth, Virginia
1972-75	Head of Pediatric Surgery, Naval Hospital, Portsmouth, Virginia
1975-76	Director of M-3 Surgical Curriculum; Medical College of Virginia, Richmond, Va.
1975-76	Attending Staff, Department of Surgery, Henrico Hospital, Richmond, Virginia
1975-76	Attending Staff, Department of Surgery, St. Mary's Hospital, Richmond, Virginia
1975-76	Attending Staff, Department of Surgery, Crippled Children's Hospital, Richmond, Virginia
1976-77	Active Staff, Emergency Department, Chippenham Hospital, Richmond, Virginia
1976-77	Active Staff, Emergency Department, Johnson-Willis Hospital, Richmond, Va.

Frank Ehrlich, M.D.

1977	Director, Emergency Services, Southern Maryland Hospital, Clinton, Maryland
1978-79	Attending Physician and Director of Education, Emergency Department, Washington Hospital Center, Washington, District of Columbia
1979-81	Chairman, Department of Emergency Medicine, Church Hospital Corporation, Baltimore, Maryland
1981-82	Chairman, Department of Emergency Medicine, St. Agnes Hospital, Baltimore, Maryland
1982-85	Chairman, Department of Emergency Medicine, Conemaugh Valley Memorial Hospital, Johnstown, Pennsylvania
1985-87	Chairman, Division of Emergency Medicine, Department of Surgery, Buffalo General Hospital, Buffalo, New York
1985-87	Attending Surgeon, Buffalo General Hospital, Buffalo, New York
1986-87	Attending Surgeon, Erie County Medical Center, Buffalo, New York
1987-90	Director, Division of Trauma, Hahnemann University, Philadelphia, Pennsylvania
1990-96	Deputy Director, Department of Surgery; Deputy Director, Residency Program; Director of Surgical ICU; Director, Division of Surgical-Critical Care and Nutrition; The Graduate Hospital, Philadelphia, Pennsylvania
1996-04	Chairman, Department of Surgery St. Joseph's Hospital and Medical Center Paterson, New Jersey Site Director - Seton Hall University/St. Francis Medical Center Surgical Residency Program
2002-04	Chief Clinical Information Officer, St. Joseph's Regional Medical Center
2004-06	Chairman, Department of Surgery, Bronx-Lebanon Hospital, Bronx, New York Committee on Appointments and Promotions to Professor - Albert Einstein College of Medicine, Bronx, NY
2006-08	Chairman, Department of Surgery, St. Michael's Medical Center, Newark, NJ
2007-08	Physician representative on Senior Staff Committee, Cathedral Healthcare System Operations Council, Cathedral Healthcare System
2007-08	Quality Sub-committee of Operations Council, Cathedral Healthcare System

Frank Ehrlich, M.D.

2007-08	Stakeholders Satisfaction Sub-committee of Operations Council, Cathedral Healthcare System
2007-08	JCAHO Swat Team, Operations Council, Cathedral Healthcare System
2008-09	Chief Medical Officer and Vice President Mountainside Hospital, Montclair, NJ
2009-15	Chief Medical Officer, HealthAlliance of the Hudson Valley, Kingston, NY
2009-15	Executive Chairs Committee, HAHV Board, HealthAlliance of the Hudson Valley, Kingston, NY
2009-15	Audit/Compliance Committee, HAHV Board, HealthAlliance of the Hudson Valley, Kingston, NY
2009-15	Strategic Planning Committee, HAHV Board, HealthAlliance of the Hudson Valley, Kingston, NY
2009-15	Human Resource Committee, HAHV Board, HealthAlliance of the Hudson Valley, Kingston, NY
2009-15	Quality Committee, HAHV Board, HealthAlliance of the Hudson Valley, Kingston, NY
2012-15	Continuing Medical Education Committee, New York Medical College, Valhalla, NY
2016-17	Interim Chief Medical Officer, Rome Memorial Hospital, Rome, NY

Licensure: New York

Awards, Honors and Membership in Honorary Societies:

1960	James A. Gibson Anatomical Society, State University of New York Buffalo, Buffalo, New York
1963	Roswell Park Prize in Surgery, State University of New York at Buffalo, Buffalo, New York
1972	Thomas G. Stinton Award, Allegheny County Medical Society, Pittsburgh, Pennsylvania
1990	Lifetime Achievement Award, National Highway Traffic Safety Administration

Memberships in Professional and Scientific Societies (Including offices held)

National Societies: American College of Healthcare Executives 2012-
American Association for Physician Leadership 2006-
American College of Surgeons 1975-
American College of Surgeons Governor 2005-2007
American College of Surgeons Board of Governors
Fiscal Affairs Committee 2005-2007

Frank Ehrlich, M.D.

American College of Surgeons Committee on Trauma
Chairman, Pre-Hospital Committee 1988-91
Member, Executive Committee 1988-91
American College of Surgeons General Surgery Coding
and Reimbursement Committee 2003-2008
Healthcare Information and Management Systems Society
Society of Critical Care Medicine
President, Section of Emergency Medicine 1986-88
Eastern Association for the Surgery of Trauma
American Association for the Surgery of Trauma
Association of Program Directors in Surgery
Association of Program Directors in Surgery
Financial Committee 2006-2007
The Society for Surgery of the Alimentary Tract
Southeastern Surgical Congress
International Society of Surgery
International Association for the Surgery of Trauma
and Surgical Intensive Care
Association for Surgical Education
Surgical Infection Society
American College of Emergency Physicians
Association of Air Medical Services
National Association of EMS Physicians
Society for Academic Emergency Medicine
Uniformed Services University Surgical Associates

Local Societies:

Philip Drinker Society for Critical Care
President, 1994-1996
Southeast Pennsylvania Chapter, American College of
Surgeons
Pennsylvania Chapter, American College of Emergency
Physicians
Philadelphia Academy of Surgery
Pennsylvania Medical Society
Philadelphia County Medical Society
New York Surgical Society
New Jersey Chapter of the American College of
Surgeons Committee on Trauma
New Jersey Chapter of the American College of
Surgeons Councilor, 2002-2004, 2006-2008
New Jersey Chapter of the American College of
Surgeons Chairman Legislative Committee, 2003-4
New Jersey Hospital Association
Chairman, Education/Training/Evaluation Task
Force, 2002-2004 and 2007-2008
Performance Improvement Task Force, 2007-2008
NorMet Hospital Association & Healthcare Foundation
Patient Safety Institute
Chairperson, Medical Directors Committee, 2011-4
Patient Safety Committee, 2010-4
Board of Directors, 2011-4

Frank Ehrlich, M.D.

**Greater New York Hospital Association
Quality and Outcomes Research Committee, 2012-
Healthcare Leaders of New York**

Recent Experience:

**Univ. of MD. Prince Georges Hospital Center, *Cheverly, MD, 2017-2018*
Interim Chief Medical Officer; Designated Institution Official**

This is a community hospital with approximately 250 beds and two primary care residencies. It is one of the busiest Level 2 Trauma Centers in the US, treating over 3700 trauma patients annually. The facility has been in financial distress for some years and was in need of rebuilding their margins. Plans were in place to affiliate with the University of Maryland Medical System (completed in September 2017) and to break ground (November 2017) for a new \$600,000,000 hospital in nearby Largo, MD. My primary duty was to work with a largely dysfunctional medical staff. I was tasked with guiding them to understand their obligations in support of the administration and the hospital, their role in self-governance and in facilitating the rebuilding of the hospital's market share and bottom line.

- I chaired a Physician Contract committee, whose major role was the restructuring of over 45 physician contracts, bringing them in line with current Stark and other laws. Despite significant resistance from the private practicing physicians we were able to successfully achieve our goals.
- In the absence of a functional OPPE system, I successfully developed a plan for monitoring physician quality using the principles of OPPE and FPPE. This plan was initiated in August of 2017 and is working well.
- I was one of the two Executive sponsors of a major effort to enhance ED and Hospital throughput. We developed a methodology to codify the overcrowding status of the ED and the hospital which has demonstrated excellent results so far.
- I played a major role as the Designated Institutional Official of Graduate Medical Education. My experience in resident and medical student education played a significant role in helping both programs pass ACGME inspections as well as a CLER visit.
- I helped the facility pass their Trauma Program inspection by conducting a mock trauma survey.
- I helped the Quality Vice-President begin the development of a functional peer review process for monitoring clinical care.

**Rome Memorial Hospital, *Rome, NY, 2016-2017*
Chief Medical Officer**

A community hospital with roughly 150 beds. I took the position to assist a former colleague in his role as CEO, who was in need of a CMO who could facilitate change. The hospital's bottom line had been allowed to deteriorate under previous administrations. The medical staff was somewhat dysfunctional, and the hospital had begun to lose critical market share. My primary responsibilities were to initiate a process of restructuring the medical staff, help with the process of rebuilding market share and thus aid in rebuilding the bottom line.

Frank Ehrlich, M.D.

- Along with the CEO and CFO, I developed a plan to purchase office space for the creation of an Urgi-Center. In addition, I worked on establishing a relationship with a local multi-specialty practice group for them to manage and staff the Urgi-Center. While this was completed after my departure, my role and background in Emergency Medicine, played a significant role in establishing the plan and choosing the site. The center is now up and running successfully.
- I began the process of restructuring contracts for employed physicians. I developed an RFP process which was used for the selection of an Anesthesia group.
- I developed a process, creating metrics that would be monitored and then used as a time sheet for each employed physician. This in turn enabled the hospital to enhance the quality of services to the patient population of Rome, NY, as well as maintain Stark law compliance.
- I developed a recruitment agenda for physicians in specialties needed in order to enhance the bottom line and build better quality outcomes. We successfully recruited a new orthopedic surgeon and a new hospitalist group.
- Along with the Director of the Quality Department, I helped to develop the quality and patient safety programs for the hospital.

HealthAlliance of the Hudson Valley, Kingston, NY, 2009-2015

Chief Medical Officer

A medium sized health care delivery system (consisting of two 150 bed acute-care hospitals; one critical access hospital; one nursing home; and one continuing care retirement community) all under the direction of one executive team. My primary duties included medical staff functionality and credentialing; operational administration of the hospitalist and intensivist programs; quality of medical care rendered to the patients; participation in physician recruitment; operational responsibility for all aspects of surgical services; and implementation of a new EMR.

- I restructured the Hospitalist program into a financially positive status, thru attention to their billing codes and activities. In addition, I recruited quality physicians to join the program, thereby increasing the volume of patients served.
- I facilitated the conversion of two medical staffs into one functional group by organizing the Department Chairs and the structure of all medical staff committees
- I was the physician leader in the development of our Clinical Integration Network. The Chief Strategy Officer and I spent over a year marketing the concept to our medical staff before we eventually got their buy in.
- Managing surgical services, I successfully stopped the departure of our nursing staff by convincing our Board to provide a pay raise for the OR nurses and techs, thereby maintaining FTE levels within productivity standards. I also developed a policy for the use of new equipment and supplies
- I initiated the purchase and use of The Advisory Board's Crimson program for monitoring physician practice patterns. This led to the generation of OPPE reports every 6 months on all physicians in a rotating fashion. This enabled us to stay current with Joint Commission standards and keep track of any patient care issues related to the medical staff. This saved us an FTE as well.

Frank Ehrlich, M.D.

- I helped the medical staff develop a peer review process, such that issues related to patient care were discussed, tracked, and reported to the facility board level.
- I assisted the Chief Quality Officer in raising our Core Measures from the 60-70% range to 80-95% area. I also worked closely with the Quality Department to raise our HCAP scores.
- I helped to establish the systems relationship with Albany Medical Center and then facilitated the recruitment of two general surgeons to our staff. This in turn led to an increase in our surgical volume and enhancement of our bottom line.
- I led the medical staff participation in creating CPOE order sets and subsequent implementation of the new EMR.

Mountainside Hospital, Montclair, NJ, 2008-2009

Chief Medical Officer and Vice President

This is a 365 bed, acute care, for-profit hospital. Responsibilities included all aspects of medical affairs, recruitment of new physicians and specialties, Joint Commission-readiness for the medical staff and the hospital, strategic planning for new business.

- In conjunction with the Vice-President of Business Development, developed plans for new business. We added a new surgeon to the bariatric program; began the development of a cardiac surgery program; recruited primary care providers; and worked with the Chair of Family Medicine to develop a "Medical Home program".
- I recruited an orthopedic surgeon, neurosurgeon and obstetrician, enhancing retention of patients and increasing revenue.
- I rewrote contracts for the intensivists, full-time family medicine faculty, various Department of Medicine Division Chiefs, and the Director of Medical Education. This brought the hospital and physicians in line with current laws and saved salary dollars.
- I helped the hospital maintain and enhance the length of stay gains which had already been achieved by the facility, lowering the average length of stay by more than one day.

St. Michael's Medical Center, Newark, NJ 2006-2008

Chairman, Department of Surgery

This is a 357 bed, acute care, not-for-profit hospital; the largest hospital in a three-hospital system. I was responsible for operating a clinically efficient department, delivering high quality care to all surgical patients, increasing surgical volume, maintaining rotation of surgical residents, and maintaining Joint Commission readiness for medical staff.

- I increased general surgical volume by 57% from 2006 to 2007.
- I established a program for Joint Commission mock drills at each of the three facilities in the system, using individuals from each hospital, in order to contain costs.
- I served as the only physician-member of the system senior staff committee, essentially functioning as the system Chief Medical Officer. Other committee members included the CEOs of the three hospitals and their VP's of nursing.
- I served on the system customer satisfaction sub-committee.

Frank Ehrlich, M.D.

- I improved the medical student rotation from the worst rotation to the highest rated surgical rotation, through enhance teaching and relationship building techniques.

Bronx-Lebanon Hospital, Bronx, New York 2004-2006

Chairman, Department of Surgery

This is a 972 bed, acute care, not-for-profit hospital. Responsibilities included increasing surgical volume, program director for surgical residency program, negotiation of new contracts with department surgeons, and recruitment of surgeons to expand surgical services.

- I facilitated increasing surgical volume at a rate of 5-9 percent per year.
- I successfully renegotiated full-time surgeon contracts to put them and hospital in compliance with federal regulations. This resulted in increased reimbursement to the hospital by each of the surgeons through increased operative volume.
- I recruited a general surgeon and a colon and rectal surgeon, resulting in an increase in OR volume and hospital revenue.
- I changed resident selection process to be in compliance with National Matching program. Maintained a 100 % match of all categorical spots.
- I also served on hospital EMR implementation committee

St. Joseph's Hospital, Paterson, New Jersey 1996-2004

Chairman, Department of Surgery; Chief Clinical Information Officer

This is a 700 bed, acute care, not-for-profit hospital. I was responsible for increasing surgical volume and improving the quality of surgical care, maintaining rotation of surgical residents, making certain that all IT products were of use to physicians and nurses, and maintained Level II Trauma Center designation, and operationally manage surgical services.

- I increased OR volume by close to 9% each year.
- I recruited a breast surgeon to start and run a breast center. The Breast center enabled the organization to pursue a complete women's health care program and thereby increasing OR volume and revenue for the hospital.
- I developed and initiated a plan to implement and maintain an EMR in the Family Medicine Clinic and then once any problems were ironed out, make it available to the entire medical staff at hospital cost. This increased hospital revenue.
- The trauma program passed two American College of Surgeons inspections without a citation.

State of Mississippi Dept. of Health, Mississippi, 1998-present

Primary Trauma Consultant

I helped build the Mississippi Trauma System and have been the state's primary trauma consultant since the beginning of the system. I helped write the rules and regulations used by the system and the DOH in monitoring the system. I have inspected each trauma center at levels I-III at least once. When the system was without a designated leader, I served as the interim state trauma system director. I was the first chair of the system's quality committee.

NORMAN J. WEINBERGER. M.D. F.A.A.P.
3 Inwood Road, Norwalk, CT 06850
Phone: (203) 858-7310
DrRows@optonline.net

EDUCATION

1967-69 Children's Hospital of Pittsburgh - Resident Physician Pediatrics
1966-67 Children's Hospital of Pittsburgh - Internship in Pediatrics
1966 M.D. Degree - University of Pittsburgh School of Medicine
1962 B.A. Degree History - Washington & Jefferson College

EXPERIENCE

2006-present Pediatrician - Optimus Health Care, Bridgeport, CT
2004-present Medical Advisor - Westport Public Schools
1995-present Medical Advisor - Norwalk Public Schools
1971-2004 Pediatrician and Senior Partner
Pediatric Associates of Norwalk & Darien, P.C.
1978-1993 Senior Member, Neonatal Intensive Care Team - Norwalk Hospital
1961-1971 Pediatrician, Rank of Major - Malmstrom Air Force Base Hospital

LICENSURE

6/1/71- present State of Connecticut
7/1/67 Diplomat, National Board of Medical Examiners
7/1/67 Diplomat, American Board of Pediatrics

PROFESSIONAL ORGANIZATIONS

Fellow, American Academy of Pediatrics
Connecticut Chapter, American Academy of Pediatrics
Fairfield County Medical Society
Connecticut State Medical Society
Connecticut Chapter, American Medical Association
Phi Delta Epsilon Medical Fraternity

ROWING ACTIVITIES AND ACHIEVEMENTS

Competitive Masters Rower
Founder, Past President and Director - Norwalk River Rowing Association
♦ Founder - Youth Rowing Programs
♦ Director, Matthew Zucker Fund
♦ Committee to establish Reach Out And Row (ROAR) to serve minority youth
♦ Member, Campaign Committee to build the boathouse

Jessica Edward

14 Kettle Road * Norwalk, CT 06850

Mobile Phone (203) 981-1751

Jessicaedward@caringforseniorsadc.com

Objective: As a successful creative, hands-on, self-starter, I have a proven track record of leadership skills and the execution ability to relate the functions within a business analytic or management/regulatory reporting environment.

Education: Southern Connecticut State University – BS – Accounting, **Graduated:** May of 2008

Post University – MBA with a Concentration in Finance, **Graduated:** May 10, 2014

Caring for Seniors Adult Daycare Center, LLC

Norwalk, CT – Corporate Headquarters

Chief Executive Officer & Founder 07/2022 – Present

- Implements and executes all areas of operations, compliance, financials, marketing, sales, payroll, HR, housekeeping, etc.

The W Group Management Services (Assisted Living)

Brooklyn, NY – Corporate Headquarters

Vice President of Operations & Compliance 08/2020 – 07/2022

- Executed high quality assurance reviews across relevant areas of the business and supported functions according to the annual test plan
- Analyzed the compliance framework and controls; reviewed, assessed compliance policies and procedures to identify risks in relation to core activities in accordance with regulatory requirements, tracked the issues and the status of remediation
- Developed final compliance reports to document and formally communicated testing results to stakeholders
- Tracked and validated that the business or functional area has completed the agreed action plans by the due date.
- Reported and escalated control issues and any violations of laws or breaches of policy; and validating adequacy of remediation taken to address reported issues
- Assisted the Director of Compliance with the development of the annual compliance plans
- Participated in the annual rules based on risk assessment process
- Maintained regular engagement and provided feedback to key stakeholders
- Kept current with industry specific emerging risks, trends and issued across the industry

Maplewood Senior Living

Westport, CT – Corporate Headquarters

Area Director of Business Compliance & Operations 06/2013 – 08/2020

- Responsible for the overall management of several communities coming onto the Maplewood portfolio, specifically new acquisitions and development communities
- Develop and manage several project plans, along with coordinating internal and external resources for the execution of projects
- Responsible for implementing processes and procedures to optimize operational systems, drive profitability and enhance the identification and development of talent
- Working cross-functionally across Operations, Legal, Analytics, Insights, Innovation, Finance, Accounting, and Technical dept.
- Executes company-wide risk objectives to stakeholders to ensure business processes are being followed
- Assists VP of Community Operations with monthly review of community specific P&L, audits, and day to day compliance
- Ensures the performance and completion of business projects within the accounting, operations, compliance and finance Department
- Analyzes data submitted by staff and identifies if there are errors to rectify to minimize risk
- Develop and enforces sales strategies when communities had vacant positions, this includes tours and contract signings
- Responsible for supporting the organizational initiatives as part of overall continuous improvement and identifying key milestones for system enhancement along with strategic planning/forecasting ahead
- 75% travel throughout the organizations communities

Atria Senior Living

Riverdale, NY

Regional Community Business Director/Human Resource 08/2012 – 07/2013

- Developed, executed and monitored the performance within the department to ascertain the effectiveness of the Quality Improvement department against the requirements of the organization and its regulatory bodies

- Interviewed, hired, trained, and supervised the Business Managers, in addition acted as a support system for other communities
- Managed the community's finances, utilizing independent judgment and discretion to review and approve expenditures and budgetary matters of all community departments as well as management of all community collection matters
- Managed and directed all accounts receivable and accounts payable functions of the community, as well as monitor budgets for all departments
- Directed & supervised multi-site human resources and employment functions at several communities, including administrating and approving employee leaves, advising and counseling on employment actions, administering employee benefits, administering the payroll function and ensuring employees files are maintained in accordance with community policy and procedures as well as federal, state, and local regulations
- 25% travel throughout the organizations communities

Sunrise Brighton Gardens Assisted Living

Stamford, CT

Business Manager/Human Resource 06/07 – 07/2012

- Responsible for the resident monthly billing, resident billing account maintenance & processing, auditing & mailing billing statements per Sunrise policy & accounting schedules
- Acted as a compliance officer for the business files & resident files to make sure community is in good standing with State Regulations (Sarbanes Oxley, Department of Labor, & Department of Public Health)
- Provided the Executive Director with variance explanations for the P&L & completing the annual community budget
- Maintains the community's accounts receivable system according to Sunrise policy and procedures
- Supervised and ensured the proper approval, coding, and processing of invoices, review budget monthly
- Hired & interviewed new employees to join the Sunrise team, While supervising the administrative staff

Computer Skills: BASIS, AOD/ Answers on Demand, PeopleSoft Financial, PeoplesSoft HR Productions, Kronos , ADP, Paypal, Salesforce, Lucky Charm, Microsoft Word, Microsoft Excel, Power Point, Outlook, Yardi, The Learning Channel, Atria Resident Management, Enquire, Rapid Pay, First Advantage

Robert E. Raleigh

Bob Raleigh has a diverse background of professional experiences. Trained as a psychologist (Syracuse University) Bob traded in seven years of applied psychology for the chance to pursue corporate goals by joining the Sperry Corporation (Unisys Corp.) as they embarked on a very early A.I. initiative to create business expert systems. After this introduction to corporate America, Bob moved to the media world of television, marketing, and consumer research. He began in New York with MCA and Spelling Entertainment which led him to US President of Carsey/Werner Television Distribution. At Carsey/Werner Bob launched an expansion into the digital world which led to an early version of the PathSight person- centric model where Bob is still the managing director. At each stop on his career path, Bob has sought to understand the interaction of personal traits, intervention tactics and the outcomes they achieve.

Education

Hobart & William Smith Colleges, B.S. Psychology
Syracuse University, Ph.D. Psychology

Employment

Elmcrest Children Center
Director of Psychological Services

Marcellus Central School
Assistant Superintendent

Sperry Corporation
Regional Sales

MCA/Universal Pictures
Sales and Marketing

Spelling Entertainment
Sr VP Sales, Marketing and Research

Carsey Werner Television
President, USA Distribution

Rockefeller Consulting
Chief Executive Officer

PathSight Predictive Science
Managing Partner

Chapin D. Bryce GNFA GCFA GCFE GCIH

(802) 730-7520 | mail@chapinb.com | <https://linkedin.com/in/cdbryce>

PROFESSIONAL EXPERIENCE

AON, April 2022 to Present

Senior DevSecOps Engineer, January 2021 to Present

- Architecture design and review of complex cloud, hybrid, and on-premise computing infrastructure projects.
- Threat modeling and risk mitigation for enterprise applications and cloud based resources.
- Implementation of solutions to improve detection of and response to security incidents.
- Management of multiple high profile and cross team projects to increase the organizational security posture.

BLACKBERRY CYLANCE, July 2019 to April 2022

Senior DevOps Engineer, January 2021 to April 2022 **PS Incident Response Consultant**, July 2019 to January 2021

- Conducted large scale incident response investigations, efficiently triaging tens of thousands of devices and analyzing compromised systems to understand the threat actor's grasp on the environment.
- Managed and executed proactive threat hunting exercises, assessing of hundreds of thousands of systems to identify unauthorized use or indications of a prior or current security incident.
- Developed custom tools to support the Incident Response team, with large scale collection, processing, and analysis platforms that scale to handle investigations of hundreds of thousands of endpoints and billions of events.
- Integrated DevOps principles into the development team's life cycle, training the team on best practices.

STROZ FRIEDBERG, January 2015 to June 2019

Senior Consultant, March 2018 to June 2019

Cyber Associate, January 2015 to May 2016

Consultant, May 2016 to March 2018

Summer Associate, June 2014 to August 2014

- Led teams responding to incidents, performing rapid analysis of Linux, macOS, Windows, and cloud environments.
- Worked with clients to provide technical insights about an investigation in a non-technical manner.
- Mentored and interviewed junior staff through their time as consultants and interns. Designed recruiting materials.

EDUCATION

Champlain College, Bachelor of Science – Burlington, VT – Computer and Digital Forensics, minor in Psychology, 2015

TRAINING, PUBLICATIONS, AND AWARDS

SANS Institute – FOR408, FOR508, SEC504, FOR572, NetWars Champion

DefCon 29 – 2021 OpenSOC Network Defense Range champion, <https://opensoc.io/winners.html>

SOCX – 2021 World Champion Team member, <https://www.socx.io/champions/>

"Learning Python for Forensics, Second Edition", co-author, published by Packt, January 2019. ISBN: 1789341698.

"Python Digital Forensics Cookbook", co-author, published by Packt, September 2017. ISBN: 1783987464.

- **Forensic 4:Cast** – Digital Forensics Book of the Year, 2018, <https://bit.ly/4cast2018>

"Learning Python for Forensics", co-author, published by Packt, June 2016. ISBN: 1783285230.

International Earth Science Olympiad, USA Representative, 2010, <https://bit.ly/ieso-2010>

PROFESSIONAL EXPERIENCE

Bridgewater Associates, LP, Westport, Connecticut

October 2011—Present

Product Manager of Client Service and Marketing Technology

December 2018—Present

- Responsible for the product visions, designs, delivery, and stakeholder/change management for strategic & legacy products covering client operations, reporting/distribution, and business intelligence
- Responsible for the full client rollout of an upgraded client portal, from internal beta testing to external pilot through final delivery, improving the overall client user expertise and leading to a 3x increase in activity on the client observatory
- Developed, built and maintains Client Service and Marketing's first business intelligence platform across Bridgewater's key digital platforms leading to improved marketing (e.g. via insights into prospect interaction); content focus (e.g. via what clients actually interact with); and operational efficiency (e.g. improved ROI calculations)
- Reduced client/sales team inefficiencies (~10%) by streamlining business processes and improved automation, especially targeting cross-department processes and operations
- Designed and run the team and process for daily distribution of Bridgewater's Daily Observation (daily research for clients) as a web publication leading to improved readership and faster content evolution
- Improved distribution and email delivery/metrics by onboarding a new B2B email platform upgrading from a homegrown email application and leading adoption efforts

Product and Operations Manager, Client Service & Marketing Department January 2016— December 2018

- Product manager for Salesforce instance, owned the vision and prioritization of improvements. Drove product enhancements, delivery, and change management leading to improved efficiency, workflows, and platform adoption for client teams, as well as 1.5x development capacity for engineers through migration off an antiquated encryption platform.
- Managed the beta testing program for Bridgewater's external portfolio construction tool (RBT/Risk Budget Tool) with clients while ensuring comprehensive client onboarding and feedback gathering across 40 clients resulting in a better-informed vision and rollout for the tool
- Advised and assisted senior management in running the Client Service efforts overseeing ~\$70 billion in assets under management including: business planning, project/talent management, organizational design and capacity resourcing
- Designed and evaluated current client strategic value with our business model and established the separation process resulting in ~\$1 billion additional alpha capacity for key clients and ~10% in operational savings

Deputy Chief of Staff, General Counsel

January 2015—January 2016

- Served as partner to the General Counsel in running the Legal and Regulatory Department, focusing on strategic planning, executive support, and resource optimization
- Influenced senior management to combine three disparate legal groups into one department and created an operations team, improving efficiencies and saving >\$1 million per year

Chief of Staff, Compliance Department Head and Chief Compliance Officer

January 2014—January 2015

Compliance Associate, Compliance Department

October 2011—January 2014

Covington & Burling LLP: Paralegal, New York, New York

June 2010—October 2011

OTHER EXPERIENCE

City of Norwalk Zoning Commission: Commissioner

January 2019—Present

Norwalk/Nagarote, Nicaragua Sister City Program: Board Member

November 2018—Present

Norwalk Family and Children's Agency: Junior Board Member

May 2016—August 2021

The College of William & Mary, Williamsburg, Virginia

August 2006—May 2010

Bachelor of Arts in Government, Minor in Chinese Language & Culture

GALEN WRIGHT WELLS
 224 West Norwalk Road
 Norwalk, Connecticut 06850
 Phone: (203) 866-9045
 Fax: (203) 866-9078
 Email: gwwells@optonline.net

EDUCATION:

New York University ILM 1985
 New York, New York

William Mitchell College of Law J.D. 1975
 St. Paul, Minnesota
 J.D. *cum laude*, American Jurisprudence Award in Commercial Transactions

Hamline University B.A. 1972
 St. Paul, Minnesota

ADMITTED TO PRACTICE:

State of Minnesota: 1975
 State of New York: 1987
 State of Connecticut: 1992

PROFESSIONAL EXPERIENCE:

GALEN W. WELLS, ATTORNEY AT LAW 1997-present
 Norwalk, CT

Practice with a focus on real estate law including purchase, sale and financing of real estate, leases, title searches, evictions the collection and foreclosure of unpaid condominium common charges.

WILCOX, WELLS & STEINBERGER 1992-1997
 Westport, CT

Position: Partner

Practice emphasized real estate law; represented clients in the purchase and sale of real estate, the negotiation of construction contracts and leases, title searches, refinancing transactions, and zoning matters.

FIRST NATIONWIDE BANK 1988-1992
 New York, NY

Position: Vice President and Senior Counsel

Responsible for all legal aspects of administering a complex \$240 million revolving loan secured by more than 80 properties nationwide, including extension of credit under various lines of credit, substitution of collateral and perfection of security interests in new collateral. Represented the bank in the workout of the revolving loan and on the foreclosure of loans in the bank's portfolio in New York, New Jersey, and Pennsylvania. Primary Counsel for the bank's investment lending offices in New York, New Jersey and Atlanta. Worked with the Director of Environmental Services to design an environmental compliance program for the bank; interviewed consultants, drafted master consulting contracts for Phase I, Phase II and Phase III audits; reviewed policies and procedures and participated in a program to educate bank officers. Evaluated the impact of CERCLA on the Bank as lender, investor and secured

Hector Pachas

Entrepreneur | Photographer

Hector Pachas

60 George Ave.
Norwalk, CT 06851

203.539.1641
hecto@hectorpachas.com

Skills

Management. Conflict Resolution. Photography. Expression Coaching. Technology Deployment. Networking. Mentoring. Customer Service. Programming. Business Analysis. Business Development. Quality Assurance.

Experience

Hector Pachas Photography / Owner | Headshot Photographer

Jul 2018 - PRESENT, Norwalk CT

- * As a professional headshot photographer, I help professionals and businesses stand out with their images. **You know this:** By the time you meet someone, they've probably already looked you up online and have a preconceived image of you.

- * Ownership of the business involves connecting clients with business connections in the area to enhance the business community.

Abacus Analytics /

Developer | Production Manager | Technology Director
Jan 2004- Sep 2017 Stamford CT

- * Supervise quality assurance of outsourced projects.
- * Deliver a number of successful implementation projects to interface company products with different delivery mechanisms (Perl).
- * Administration of Technology infrastructure (Linux/Windows, Active Directory (2000)

Telefonica / Regional Supervisor Assistant

Jan 1995 - Aug 2000, Lima Peru

- * Preparation and development of strategies oriented towards improvement of quality of service as well as deploying customer attention protocols to be used company wide.
- * Assist management with the creation of tools to aid in the evaluation and improvement of personnel.

Education

University of Connecticut / Bachelor's Degree, General Studies,
Focus on Information Technology and Corporate & Organizational
Studies

2005 - 2006, Stamford CT

Norwalk Community College / Computer Systems Technology

2000 -2004, Norwalk CT

Inictel / Digital Communications and HR Management

1999 - 2000, Lima Peru

Volunteering

Greater Norwalk Hispanic Chamber of Commerce / Trustee |
Lead Coordinator Event Planning

Nov 2021 - Present

Greater Norwalk Hispanic Chamber of Commerce / Executive
Committee

2020 - Nov 2021

Silvermine Elementary School / School Governance Council
Board Member

2020 - Present

10000 Headshots/ Lead photographer during Free Headshots for
the Unemployed

July 2020, Norwalk CT

NowWeWork / Lead photographer during Free Headshots for the
Unemployed

July 2020, Stamford CT

Norwalk Community College / UPLIFT Program Mentor

December 2021, Norwalk CT

**Norwalk Police Department
Professional Standards Unit**

Memo

To: Common Council

From: Lieutenant Thomas Roncinske Jr. 

Date: November 20, 2023

Re: Fiscal Year 2024 CT. Department of Transportation DUI Enforcement Grant Authorization

With the 2022 CT. Department of Transportation DUI Grant Norwalk is allocated up to \$90,000.00 under this program. There is a no matching funds requirement. The funds will be used for selective DUI enforcement patrols. The authorizations requested are as follows:

1. Authorize the Mayor, Harry W. Rilling to execute any and all documents instruments and amendments thereto as may be necessary to apply for and accept grant funds from the 2024 CT. Department of Transportation DUI Enforcement Grant in the amount up to \$90,000.00 pursuant to such grant funding.
2. Authorize the Police Chief, James Walsh to execute any and all agreements, documents, instruments and amendments thereto as may be necessary to implement all programs through the 2024 CT. Department of Transportation DUI Enforcement Grant in the amount up to \$90,000.00 pursuant to such grant funding.

Application General Information Form

ACCEPTANCE -- IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT FUNDS RECEIVED AS A RESULT OF THIS APPLICATION IS SUBJECT TO THE REGULATIONS GOVERNING HIGHWAY SAFETY PROJECTS. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY IN ACCORDANCE WITH TRANSPORTATION SAFETY SECTION POLICY. COPY OF POLICY OBTAINED UPON REQUEST.

Project Title: * *Comprehensive DUI Enforcement Program for Municipal Police Dept.*
Governmental Unit/Agency: * *City of Norwalk*

☒ Check here if the remittance address is different than the Applicant/Organization address.

Governmental Unit/Agency Information

Governmental Unit/Agency: *City of Norwalk*

Address * <i>125 East Avenue</i>	City * <i>Norwalk</i>
State * <i>Connecticut</i>	Zip * <i>06851</i>
FEIN	UEI Number

Applicant Information

Applicant Name: *Norwalk Police Department*

Address * <i>125 East Ave</i>	City * <i>Norwalk</i>
State * <i>Connecticut</i>	Zip * <i>06851-5702</i>
E-mail * <i>troncinske@norwalkct.gov</i>	Phone * <i>(203) 854-3007</i>
Fax	
FEIN * <i>06-6011881</i>	UEI Number * <i>V7ZTXNBKJM9</i>

Project Director Information

Designated Project Director for this grant: *Thomas Roncinske **

First Name *
Thomas

Last Name *
Roncinske

Title *
Grant manager

Email *
troncinske@norwalkct.gov

Phone *
(203) 854-3007

Financial Officer Information

Designated Financial Officer for this grant: *Chitsmay Lam **

First Name *
Chitsmay

Last Name *
Lam

Title *
Comptroller

Email *
clam@norwalkct.gov

Phone *
(203) 854-7711

Authorizing Official Information

Designated Authorizing Official for this grant: *Harry Rilling **

First Name *
Harry

Last Name *
Rilling

Title *
Mayor

Email *
hrilling@norwalkct.gov

Phone *
(203) 854-7701

Problem ID

Applicant: Norwalk Police Department
Project Title: Comprehensive DUI Enforcement Program for Municipal Police Dept.

Insert Local DUI crash and citation statistics and local problem ID here.

DATA MUST INCLUDE ALCOHOL-RELATED FATAL AND INJURY CRASH DATA, DUI ARREST DATA, TIME OF DAY AND DAY OF THE WEEK AND LOCATIONS WHERE THE PROBLEM EXISTS.

Crash data can be obtained from the Connecticut Crash Data Repository at: <http://www.ctcrash.uconn.edu/>

If State Police investigated roadways run through your town, please contact Connecticut Crash Data Repository staff for your crash statistics.

If your data shows increased DUI at days or times outside the defined program parameters of Thursday, Friday and Saturday from 17:00 to 04:00, please contact the Highway Safety Office for guidance.

STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION

The City of Norwalk's 2019, 2020, 2021 and 2022 statistics were obtained through The UCONN Crash Data Repository as well the department's computer aided dispatch system. The City of Norwalk in 2022 saw a slight decrease in DUI crashes and injuries. Norwalk saw a decrease in DUI arrests in 2022. In 2022 Norwalk had two DUI fatalities. There were three in 2020 and two in 2021. The 2022 UCONN data shows Sunday & Saturday as the days for the most alcohol related motor vehicle crashes. The Norwalk roadways with the most alcohol related crashes were: West Ave. (10), Route-1 (13), RT.123 (8), South Main Street (5). The most frequent time for alcohol related crashes were found to be between the hours of 10:00 PM to 3:00 AM. An increased focus in enforcement effort will be one goal of the 2024 enforcement period in these area and times.

In the past four years Norwalk has seen a revival in its restaurant and bar scene, fed by a significant increase in the availability of new apartments and condominiums in the two central urban areas, SONO, West Ave. and Waypointe. Also there has been a significant amount of development in the Glover Ave. area with over a thousand units of apartments being constructed and now being occupied. With thousands of new apartments and residents the attractiveness of the vibrancy of the area brings more people from the surrounding area, most driving from out of town. The new restaurants are smaller with bars that cater to an after dinner drinking crowd, mostly millennials and college students. The mix of more urban residents, more restaurants and bars, and the current climate of law enforcement has led to an increase of demands on officers with a decreased ability for the regular patrol officers to focus on DUI enforcement.

Police overtime expenditures are always a concern to the police and city's administrations. The Grant reimbursement for the DUI enforcement hires has always been welcomed and approved by the City's Common Council. This is another way of expanding police services to increase public safety.

More than half of the annual total of DUI arrests made by Norwalk officers are through the grant overtime hires. A number of Norwalk officers have received recognition from MADD for their contributions to officer training and DUI arrests. These same MADD Award recipients are responsible for over 50% of the DUI arrests in 2022. The grant funding would allow the Norwalk Police Department to continue with an enforcement effort with goals to increase DUI related arrests, decrease DUI related crashes, decrease injuries to both intoxicated drivers and innocent drivers and pedestrians. Previous attempts to conduct the checkpoints on actual holiday weekends had disappointing results. The entire proposed schedule was completed after consulting with the Department's top 6 DUI enforcement officers. The Chief has the prerogative to choose which officers will be hired with overtime for DUI enforcement (up to 40% of the grant funding), which has resulted in more effective DUI enforcement.

Additional Documentation

			Target Goals *
			Project Period
<i>Alcohol Crashes</i>			<i>Alcohol Crashes</i>
<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2024</i>
42	73	64	32
<i>Alcohol Fatalities</i>			<i>Alcohol Fatalities</i>
<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2024</i>
3	2	2	1
<i>Alcohol Injuries</i>			<i>Alcohol Injuries</i>
<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2024</i>
22	51	49	25
<i>DUI Arrests</i>			<i>DUI Arrests</i>
<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2024</i>
68	34	20	30

Problem Identification

List locations with the highest problems
West Ave.
East Ave.
Conn. Ave.
Route 1

List day(s) of the week where data shows increased problems:
Sunday
Saturday
Friday

List time(s) of the day where data shows increased problems:
10:00 PM
11:00 PM
12:00 AM
1:00 AM
2:00 AM
3:00 AM

Objectives

Applicant: *Norwalk Police Department*
Project Title: *Comprehensive DUI Enforcement Program for Municipal Police Dept.*

To reduce the number of crashes, injuries and fatalities from impaired driving through increased high-visibility DUI enforcement activities. To communicate with the public, through media venues, the increased levels of DUI enforcement activities so drivers will realize the risks and consequences of operating a vehicle while under the influence and therefore deter that behavior.

Describe the objectives to be accomplished during this project.

The objectives should be specific, clearly written, measurable, and time-framed.

To significantly reduce the number of crashes, injuries and fatalities from impaired driving through increased high-visibility DUI enforcement patrols. To communicate with the public through media sources, the increased level of DUI enforcement so drivers will realize the risks and consequences of operating a vehicle while under the influence and therefor deter that behavior.

FY2024 DUI Eligible Dates Calendar

2023-2024

DUI FY2024 Calendar

October '23						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November '23						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December '23						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January '24						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February '24						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March '24						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April '24						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May '24						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June '24						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July '24						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August '24						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September '24						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Municipal PD

Instructions:

Complete this worksheet by determining the number of roving patrols, in-town checkpoints, and out-of-town checkpoints for the grant period.

Include separate totals for holiday and non-holiday periods. Use an average rate for the overtime hourly rate.

[Click here to view the Eligible Dates Calendar](#)

Applicant: *Norwalk Police Department*

Project Title: *Comprehensive DUI Enforcement Program for Municipal Police Dept.*

2024 Billing Periods		
Period	Start	End
1st	October 5, 2023	January 1, 2024
2nd	January 4, 2024	March 30, 2024
3rd	April 4, 2024	July 7, 2024
4th	July 11, 2024	September 7, 2024

Holidays	
Thanksgiving / Christmas / New Year's (TCNY)	11/16 - 11/26 11/30 - 12/2 12/7 - 12/9 12/14 - 1/1/24
Memorial Day (MD)	5/23 - 5/27
July 4th (J4)	7/3 - 7/7
Labor Day (Labor)	8/15 - 9/2

Roving Patrols

Holiday Roving Patrols

Indicate the actual number of Roving Patrols planned.See dates highlighted in **Green** on the Eligible Dates Calendar.

Core Enforcement Hours: 17:00 - 04:00

Maximum allowed: 8 hours per shift / 16 hours per day

	Number of Patrol Days	Number of Shifts Per Day	Hours Per Shift	OVT Hourly Rate	Subtotal
TCNY	20	2	8	\$76.00	\$24,320.00
MD	5	2	8	\$76.00	\$6,080.00
J4	5	2	8	\$76.00	\$6,080.00
Labor	4	2	8	\$76.00	\$4,864.00
Total Patrol Days	34				

Holiday Roving Patrol Total:

\$41,344.00

Non-Holiday Roving Patrols

See dates highlighted in **Blue** on the Eligible Dates Calendar.

Core Enforcement Hours: 17:00 - 04:00

Maximum allowed: 8 hours per shift / 16 hours per day

ALL ROVING PATROLS MUST BE CONDUCTED ON THE ELIGIBLE DATES SHOWN ON THE ELIGIBLE DATES CALENDAR. ROVING PATROLS CONDUCTED ON OTHER DATES ARE NOT REIMBURSABLE. ANY ROVING PATROL ACTIVITIES NOT CONDUCTED DURING THE PERIOD PLANNED MAY BE CONDUCTED ON ANY OTHER ELIGIBLE DATE NOT TO EXCEED 16 HOURS PER DAY.

	Number of Patrol Days	Number of Shifts Per Day	Hours Per Shift	OVT Hourly Rate	Subtotal
Non-Holiday 1				\$	\$0.00
Non-Holiday 2	13	2	8	\$76.00	\$15,808.00
Non-Holiday 3	12	2	8	\$76.00	\$14,592.00
Non-Holiday 4	13	2	8	\$76.00	\$15,808.00
Total Patrol Days	38				

Non-Holiday Roving Patrol Total:

\$46,208.00

Total Roving Patrol Days: 72

In-Town Checkpoints

Holiday In-Town Checkpoints

Indicate the actual number of In-Town checkpoints planned.

See dates highlighted in **Green** on the Eligible Dates Calendar.

Core Enforcement Hours: 17:00 - 04:00

Maximum allowed: 8 hours per shift / 64 hours per checkpoint

ALL IN-TOWN CHECKPOINT ACTIVITIES MUST BE CONDUCTED ON THE DATES LISTED ON THIS PAGE. ANY CHANGES TO CHECKPOINT DATES MUST BE APPROVED BY THE HIGHWAY SAFETY OFFICE PRIOR TO RESCHEDULING ANY CHECKPOINT ACTIVITY. CHECKPOINT ACTIVITY HOURS MAY NOT EXCEED 64 HOURS PER CHECKPOINT.

	Number of Checkpoints	Number of Shifts Per Checkpoint	Hours Per Checkpoint Shift	OVT Hourly Rate	Subtotal
TCNY				\$	\$0.00
MD				\$	\$0.00
J4				\$	\$0.00
Labor				\$	\$0.00
Total Checkpoints	0				

Holiday In-Town Checkpoint Total:

\$0.00

Non-Holiday In-Town Checkpoints

See dates highlighted in **Blue** on the Eligible Dates Calendar.

Core Enforcement Hours: 17:00 - 04:00

Maximum allowed: 8 hours per shift / 64 hours per checkpoint

ALL OUT-OF-TOWN CHECKPOINT ACTIVITIES MUST BE CONDUCTED ON THE DATES LISTED ON THE HOST TOWN'S "IN-TOWN CHKPTS" PAGE OR APPROVED BY THE HIGHWAY SAFETY OFFICE. CHECKPOINT ACTIVITY HOURS MAY NOT EXCEED 64 HOURS PER CHECKPOINT.

Number of Checkpoints	Number of Shifts Per Checkpoint	Hours Per Checkpoint Shift	OVT Hourly Rate	Subtotal
-----------------------	---------------------------------	----------------------------	-----------------	----------

Non-Holiday 1				\$	\$0.00
Non-Holiday 2				\$	\$0.00
Non-Holiday 3				\$	\$0.00
Non-Holiday 4				\$	\$0.00
Total Checkpoints	0				

Non-Holiday In-Town Checkpoint Total:

\$0.00

Total In-Town Checkpoints: 0

Planned In-Town Checkpoint Dates

List all planned In-Town Checkpoint dates. Include both Holiday and Non-Holiday dates.

Total Number of Dates: 0

Out-of-Town Checkpoints

Holiday Out-of-Town Checkpoints

Indicate the actual number of Out-of-Town checkpoints planned.

See dates highlighted in **Green** on the Eligible Dates Calendar.

Core Enforcement Hours: 17:00 - 04:00

Maximum allowed: 8 hours per shift / 64 hours per checkpoint

ALL OUT-OF-TOWN CHECKPOINT ACTIVITIES MUST BE CONDUCTED ON THE DATES LISTED ON THE HOST TOWN'S "IN-TOWN CHKPTS" PAGE OR APPROVED BY THE HIGHWAY SAFETY OFFICE. CHECKPOINT ACTIVITY HOURS MAY NOT EXCEED 64 HOURS PER CHECKPOINT.

	Number of Checkpoints	Number of Shifts Per Checkpoint	Hours Per Checkpoint Shift	OVT Hourly Rate	Subtotal
TCNY				\$	\$0.00
MD				\$	\$0.00
J4				\$	\$0.00
Labor				\$	\$0.00

Total Checkpoints	0				
Holiday Out-of-Town Checkpoint Total:					\$0.00

Non-Holiday Out-of-Town Checkpoints

See dates highlighted in **Blue** on the Eligible Dates Calendar.

Core Enforcement Hours: 17:00 - 04:00

Maximum allowed: 8 hours per shift / 64 hours per checkpoint

	Number of Checkpoints	Number of Shifts Per Checkpoint	Hours Per Checkpoint Shift	OVT Hourly Rate	Subtotal
Non-Holiday 1				\$	\$0.00
Non-Holiday 2				\$	\$0.00
Non-Holiday 3				\$	\$0.00
Non-Holiday 4				\$	\$0.00
Total Checkpoints	0				
Non-Holiday Out-of-Town Checkpoint Total:					\$0.00

Total Out-of-Town Checkpoints: 0

Grand Total

Grand Total: \$87,552.00

Special Enforcement

Applicant: *Norwalk Police Department*

Project Title: *Comprehensive DUI Enforcement Program for Municipal Police Dept.*

8 OFFICERS PER EVENT MAXIMUM.

8 HOUR SHIFTS MAXIMUM.

SPECIAL EVENT ENFORCEMENT REQUIRES ADDITIONAL WRITTEN JUSTIFICATION AND APPROVAL FROM THE PROGRAM COORDINATOR.

*** Please describe in detail the nature of the event, past history, crash data, arrest data, or problems necessitating the additional manpower for alcohol enforcement and any other information necessary to consider for additional enforcement.

Date:

Event:

Enforcement Officer	Number of Hours	Hourly Rate	Subtotal
		\$	\$0.00

Event Total: **\$0.00**

Event Description: *

Grand Total

\$0.00

Fringe

Applicant: Norwalk Police Department

Project Title: Comprehensive DUI Enforcement Program for Municipal Police Dept.

Do you plan on submitting a Fringe Rate? ☒ Yes ☐ No

Fringe Benefits

NOTES:

- If fringe rate is being charged/reimbursed, this page should be completed and signed.
- Fringe benefit charges should NOT be included in the hourly rate.
- No hourly rate should be inflated—all hourly rates should be reported as actuals.

I hereby certify that the information below is the true and accurate and authorized by "Norwalk Police Department" for hours worked by personnel for the following time period:

FROM: 11/15/2023 * **TO:** 9/30/2024 *

Actual Cost Category	Officer/Constable Fringe Rate OVT %	Trooper Fringe Rate OVT %
FICA-Medicare	1.45000	
Other Cost Category		
Total Fringe Rate	1.45000%	0.00000%

City/Town/Agency's Chief Financial Officer or Authorizing Official

I further certify that this statement is correct in all respects and that the fringe benefit rate(s) identified above accurately represents the fringe benefit costs to the city/town/agency for the individuals employed under or working on this project.

* Name:

* Title:

* Signature:

Signature Date:

Budget

Applicant: Norwalk Police Department

Project Title: Comprehensive DUI Enforcement Program for Municipal Police Dept.

Salaries

Category	Regular Enforcement	Special Enforcement	Estimated Wages Subtotal
Municipal PD	\$87,552.00	\$0.00	\$87,552.00
Resident Trooper	\$0.00	\$0.00	\$0.00
Officer/Constable	\$0.00	\$0.00	\$0.00
State Police	\$0.00	\$0.00	\$0.00
Total Estimated Wages:			\$87,552.00

Fringe Benefits

Category	Fringe Benefit Rate	Fringe Benefits Cost Subtotal
Municipal PD	1.45000%	\$1,269.50
Resident Trooper	0.00000%	\$0.00
Officer/Constable	1.45000%	\$0.00
State Police	0.00000%	\$0.00
Total Estimated Fringe Benefits:		\$1,269.50

Indirect Costs

Approved Indirect Cost Rate (if applicable): * 0.00%

Total Indirect Costs: \$0.00

City/Town/Agency's Chief Financial Officer or Authorizing Official

I further certify that this statement is correct in all respects and that the Indirect Costs Rate identified above accurately identifies what is allowable.

Name: *
Title: *

Signature: *
Signature Date: *

Equipment

List Each Item.

Any items valued equal to or greater than \$5,000 require NHTSA Pre-Approval.

Item	Quantity	Cost Per Item	Total Cost	Buy America Supporting Documentation (If any item's Cost Per Item >= \$5,000, Buy America Documentation is Required)
		\$	\$0.00	
Total Equipment Costs:			\$0.00	

Copy of Equipment Quote

Other Supporting Documentation

Grand Total

Grand Total Amount: \$88,821.50

Budget Notes:

Budget Summary

Total Federal Budget \$88,821.50
Total Match Budget \$0.00

Relevant FAIN numbers will initially be unavailable during the grant submission process.

FAIN Numbers will be automatically assigned here once the grant has been submitted, reviewed and processed by CT HSO.

Federal Award Identifier Number (FAIN):

Cost Category	Amount	Budget Summary Approval (For HSO Staff Only)		
Officers-Salaries	\$87,552.00	Approved	Conditions Apply *	N/A
Officers-Fringe Benefits @ 1.45%	\$1,269.50	Approved	Conditions Apply *	N/A
Trooper-Salaries	\$0.00	Approved	Conditions Apply *	N/A
Trooper-Fringe Benefits @ 0.00%	\$0.00	Approved	Conditions Apply *	N/A
State Police-Salaries	\$0.00	Approved	Conditions Apply *	N/A
State Police-Fringe Benefits @ 0.00%	\$0.00	Approved	Conditions Apply *	N/A
Indirect Cost	\$0.00	Approved	Conditions Apply *	N/A
Equipment	\$0.00	Approved	Conditions Apply *	N/A
Total Federal Budget	\$88,821.50	* Conditionally Approved amounts will only be reimbursed upon satisfying the condition mentioned below.		
Total Grant Amount	\$88,821.50			

Notes

Reimbursement Requirements

NOTE: This is a federally reimbursable program. The cost of all expenses incurred under this project must first be paid for with municipal or state agency funds. The sub-grantee may then apply for reimbursement based on the procedures and policies listed below.

Requested Project Start Date *		Approved Project Start Date
11/23/2023		
1st Billing Period Start Date	1st Billing Period Ending Date	Reimbursement Deadline
October 5, 2023	January 1, 2024	February 1, 2024
2nd Billing Period Start Date	2nd Billing Period Ending Date	Reimbursement Deadline
January 4, 2024	March 30, 2024	April 30, 2024
3rd Billing Period Start Date	3rd Billing Period Ending Date	Reimbursement Deadline
April 4, 2024	July 7, 2024	August 7, 2024
4th Billing Period Start Date	Project Ending Date	Reimbursement Deadline
July 11, 2024	September 7, 2024	October 1, 2024

- All reimbursements must be signed and dated by the sub-grantee's authorizing official.
- Reimbursements should be submitted on a quarterly/monthly basis, per program, per program manager, during the term of the approved grant.
- Under the terms and conditions of this project application, ALL SUPPORTING DOCUMENTATION must be submitted to the Highway Safety Office no later than thirty (30) days after the project's ending date. Please verify the project start date, project ending date, and reimbursement deadline prior to any project activity.
- All reimbursements must include the invoice as well as proof of payment (examples: for airfare or hotel; a billing statement showing a zero balance, a screen shot from system showing vendor and payment amount with voucher number, copy of front and back of canceled check, or notarized letter which includes check number and date when expenditure was paid).
- Deadline for all federal reimbursements for salary positions must be invoiced to the CT Highway Safety Office (HSO) no later than October 30th. Failure to do so may jeopardize your reimbursement.
- All salary reimbursements must be accompanied by signed timesheets and/or reports. Signature of both the employee and authorizing Supervisor is required.

- Deadline for all federal reimbursements for commodity purchases and other pre-approved grant items should be submitted to the HSO no later than October 30th.
- Photocopies of any media coverage (if applicable) or supportive documentation can be included. Grant category budgets should be adhere to, funding is not fluid between budget categories. Only expenses contained in the approved Highway Safety Project application may be claimed for reimbursement.

FAILURE TO MEET THE REIMBURSEMENT REQUIREMENTS SET FORTH MAY RESULT IN YOUR CLAIM BEING DENIED.

Certifications & Assurances

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the NonDiscrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

RESTRICTION ON STATE LOBBYING**(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**(applies to subrecipients as well as States)**

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. *The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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

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

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. The participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:

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

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

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Signature

This section must be completed by an Authorizing Official or Financial Officer belonging to the applicant's organization.

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

Name:

Title:

Signature:

Signature Date:

Audit Requirements

This page must be completed by an Authorizing Official or Financial Officer belonging to the applicant's organization.

NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS

Subgrantee Signatures

Authorizing Official

* **Name:**

* **Title:**

* **Signature:**

Signature Date:

Financial Officer

* **Name:**

* **Title:**

* **Signature:**

Signature Date:

Project Director

* **Name:**

* **Title:**

* **Signature:**

Signature Date:

CTHSO Signatures

Program Manager

* **Name:**

* **Title:**

* **Signature:**

Signature Date:

Supervisor

* **Name:**

* **Title:**

* **Signature:**

Signature Date:

Fiscal

* **Name:**

* **Title:**

* **Signature:**

Signature Date:

Program Coordinator

* **Name:**

* **Title:**

* **Signature:**

Signature Date:

Governor's Representative

* **Name:**

* **Title:**

* **Signature:**

Signature Date:

Application Signatures

Subgrantee Signatures

Authorizing Official

* **Name:**

* **Title:**

* **Signature:**

Signature Date:

Financial Officer

* **Name:**

* **Title:**

* **Signature:**

Signature Date:

Project Director

* **Name:** *Thomas Roncinske*

* **Title:** *Grant manager*

* **Signature:** *T.Roncinske Jr.*

Signature Date: *11/15/2023*

CTHSO Signatures

Program Manager

* **Name:**

* **Title:**

* **Signature:**

Signature Date:

Supervisor

* **Name:**

* **Title:**

* **Signature:**

Signature Date:

Fiscal

* **Name:**

* **Title:**

* **Signature:**

Signature Date:

Program Coordinator

* **Name:**

* **Title:**

* **Signature:**

Signature Date:

Governor's Representative

* **Name:**

* **Title:**

* **Signature:**

Signature Date:

CITY OF NORWALK
FIRE DEPARTMENT

121 CONNECTICUT AVE
NORWALK, CONNECTICUT 06854



Tel: (203) 854-0200

Norwalkct.gov

Memo

To: Common Council

From: Assistant Chief Edward McCabe

Date: December 7, 2023

Re: Common Council Authorizations

The Fire Department has received funding to replace its rescue apparatus in the 2023 / 2024 Capital Budget. The purchase is within City purchasing guidelines as the vehicles are under the state contract pricing. The quote from Firematic is for one (1) Heavy Rescue Fire Apparatus. The unit price is \$1,399,914.00. This vehicle will replace a 1993 Heavy Rescue Apparatus.

The quote from Freightliner of Hartford is for one (1) Tactical Rescue Support Truck. The unit price is \$168,546.00. This vehicle will replace a Tactical Rescue Support Truck fabricated by the Fire Department Shops in 1997.

Both vehicles will be utilized by the Norwalk Fire Department Rescue Company, which operates out of Headquarters at 121 Connecticut Ave. The price of the vehicles is covered under the approved Capital Budget account containing \$1,900,000.00

1. AUTHORIZE THE PURCHASING AGENT TO ISSUE PURCHASE ORDER TO FIREMATIC SUPPLY COMPANY, INC, YAPHANK, NY, FOR THE PURCHASE OF ONE (1) RESCUE APPARATUS FROM HGAC-BUY CONTRACT FS19VD13 FOR A SUM NOT TO EXCEED \$1,399,914.00

ACCOUNT NO. 09243110 5777 C0437

2. AUTHORIZE THE PURCHASING AGENT TO ISSUE PURCHASE ORDER TO FREIGHTLINER OF HARTFORD, EAST HARTFORD, CT, FOR THE PURCHASE OF ONE (1) RESCUE SUPPORT TRUCK FROM CT STATE CONTRACT #14PSX0239 FOR A SUM NOT TO EXCEED \$168,546.00.

ACCOUNT NO. 09243110 5777 C0437



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: _____

DEPARTMENT: _____

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:

	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
	After solicitation of a number sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote and the contract/agreement number)
	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
	Other, please explain:

TOTAL COST: _____ MUNIS Account: _____

VENDOR: _____

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
	X	Supports	
Purchasing Agent Name		Does Not Support	Department Head Name
		Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	
Date			Date

JUSTIFICATION:

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



CONTRACT

THIS AGREEMENT, made by Firematic Supply Co., Inc., East Yaphank, NY, first party and City of Norwalk Connecticut, by its authorized representative, second party.

WITNESSETH:

First. The said first party hereby agrees to furnish the apparatus and equipment according to the specifications referenced in Bid# 1588 and to deliver the same as hereinafter provided.

Second. The first party agrees that all material and workmanship in and about said apparatus and equipment shall comply with said specifications. In the event there is any conflict between Customer Specifications and the Firematic Proposal, the Firematic Proposal will prevail. The standard Pierce Manufacturing Warranty will apply.

Third. This contract for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of contract signing, and with all National Fire Protection Association (NFPA) guidelines for Automotive Fire Apparatus as published at the time of contract signing, except as modified by customer specifications. Any increased cost incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth below, upon written approval of the second party.

Fourth. The said apparatus and equipment shall be ready for delivery from Appleton WI within about 1400 days after receipt and acceptance of this contract at the first party's office at East Yaphank, New York. Delays due to strikes, failures to obtain chassis, materials or other causes beyond its control not preventing, and shall deliver to said party of the second part at Norwalk Connecticut.

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Fifth. A competent serviceman shall upon request, be furnished by first party to demonstrate said apparatus for second party and to give its employees the necessary instructions in the operation and handling of said apparatus.

Sixth. The second party hereby purchases and agrees to pay for said apparatus and equipment, the sum of:

\$ 1,399,914.00

One Million Three Hundred Ninety Nine Thousand Nine Hundred
Fourteen Dollars

Payment shall be made directly to first party at its, East Yaphank, New York, office. Under no circumstances shall payment be made to any other party except Firematic Supply Co, Inc.

Any representation that payment is authorized to be made to another party is in violation of this agreement. Net payment is due upon acceptance at the Fire House of the second party.



Payment is due upon delivery and acceptance.

Seventh. In case the second party desires to test the apparatus, such test shall be made within ten (10) days after arrival at destination and a written report of such test forthwith delivered to the first party at its principal office at Rocky Hill Connecticut. If no such test is to be made, or if no such report be made by the second party within ten (10) days after arrival, then said apparatus and equipment shall be considered as fully complying with customers specifications.

Eighth. It is agreed that the apparatus and equipment covered by this contract shall remain the property of the first party, until the entire contract price has been paid.

Ninth. This contract to be binding must be signed and approved by an officer of Firematic Supply Co, Inc., or someone authorized by it to do so. This contract and specifications take precedence over all previous negotiations and no representations are considered as entering into this contract except as are contained herein or in the specifications attached hereto. This contract cannot be altered or modified except by mutual written agreement signed by the parties.

Tenth. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order without charge if the updated price isn't accepted.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed and the second party has caused its seal to be affixed and attested by its authorized representatives dated on this day of [Click or tap to enter a date.](#)

FIREMATIC SUPPLY CO, INC.

City of Norwalk Connecticut

By _____

By _____

Date of Acceptance _____



Buying Agency:	City of Norwalk Connecticut	Contractor:	Firematic Supply Co.
Contact Person:	DC Adam Markowitz	Prepared By:	Michael Iacono
Phone:	860-604-9961	Phone:	631-924-3181
Fax:		Fax:	631-924-5202
Email:	amarkowitz@norwalkct.gov	Email:	miacono@firematic.com
Product Code:	FS19VD13	Description:	Pierce Enforcer 4-Door, Full Tilt, Alum Cab, Single Axle, Aluminum Body, Walk-in HDR Body
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:		\$868,884.00	
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)			
Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	\$351,944.00
		Subtotal B:	\$351,944.00
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary			
Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	\$97,225.05
		Subtotal C:	\$97,225.05
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	7.96%
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)			
Quantity Ordered:	1	X Subtotal of A + B + C:	1318053.05 = Subtotal D: \$1,318,053.05
E. H-GAC Order Processing Charge (Amount Per Current Policy)			Subtotal E: \$2,000.00
F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation			
Description	Cost	Description	Cost
Inspection Trips	\$20,000.00	Photo Reports	\$950.00
Material Surcharge	\$58,910.95		
Trade-in Allowance			
		Subtotal F:	\$79,860.95
Delivery Date:		27-Aug	G. Total Purchase Price (D+E+F): \$1,399,914.00

F. Airport Rescue Fire-Fighting Vehicles		November 2023 Pricing
FS19UF01	Oshkosh Striker 4x4, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (375/750 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (1500 gal.), Foam Tank Capacity (210 gal.), Fire Pump (Power divider driven Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi)	\$1,069,018.00
FS19UF02	Oshkosh Striker 6x6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (3000 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi)	\$1,150,247.00
FS19UF03	Oshkosh Striker 8x8, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)	\$1,441,290.00
FS19UF03R	Striker 6x6 2-Door Hybrid Aluminum Cab Replacement unit to ther UF03 8X8 Conventional	\$2,238,868.00
FS19UF04	Oshkosh New Generation Striker 8x8, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi), dual engine driveline	\$1,671,408.00
FS19UF05	Oshkosh Stinger Class 2 ARFF vehicle; 2-Door Ford 4x4 F550 Cab/chassis, 2 Passenger Seating, Bumper Turret, one (1) twin agent handline, Water Tank Capacity (300 gal.), Foam Tank Capacity (40 gal.), Dry Chemical 500 pounds.	\$512,866.00
FS19UF06	Oshkosh H-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 50,000 GVWR, Single Axle	\$679,161.00
FS19UF07	Oshkosh HT-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 55,000 GVWR, Single Axle	\$595,188.00
V. Pierce		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
FS19VA01	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 75' Steal Rear-Mounted Telescoping Ladder (500#)	\$1,199,728.00
FS19VA02	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 75' Steal Rear-Mounted Telescoping Ladder (500#)	\$1,246,229.00
FS19VA03	Pierce Enforcer Chassis 4-Door 75' Aluminum Rear Mounted Telescoping Ladder, Formed Aluminum Body	\$1,180,011.00
FS19VA04	Pierce Arrow Chassis 4-Door 100' Aluminum Rear Mount Aerial, Aluminum Body, Tandem Axle	\$1,579,802.00
FS19VA05	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Rear-Mounted Telescoping Ladder	\$1,334,533.00
FS19VA06	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Rear Axle, 107' Rear-Mounted Telescoping Ladder	\$1,393,379.00
FS19VA07	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Rear Axle, 110' Rear-Mounted Telescoping Platform	\$1,461,462.00
FS19VA08	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 105' Rear-Mounted Telescoping Ladder (500#)	\$1,400,263.00
FS19VA09	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Mid-Mounted Telescoping Ladder with Platform	\$1,852,847.00
FS19VA10	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Rear-Mounted Telescoping Ladder with Platform (750#)	\$1,758,383.00
FS19VA11	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Tractor Drawn - Mid-Mounted Telescoping Ladder (#500)	\$1,775,216.00

B. Wildland Fire Apparatus (Brush Fire)		
FS19VB01	Pierce Brush Fire Apparatus, Ford F450, Formed Aluminum Utility Body	\$214,282.00
FS19VB02	Pierce Brush Fire Apparatus, Ford F-550 Mini Pumper 500 gpm, 300 tank	\$320,141.00
FS19VB03	Freightliner 4-Door 4 x 4 Wildland, 500 water, 1000 gpm Pump	\$527,307.00
C. Pumper Fire Apparatus		
FS19VC01	M2 Freightliner, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$420,226.00
FS19VC02	IHC, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$433,340.00
FS19VC03	KW, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$443,417.00
FS19VC04	Peterbilt, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$456,517.00
FS19VC05	Pierce Saber 4- Door Full Tilt Aluminum Cab, Ford Engine, Aluminum Body, 1250 gpm, mid-mounted Pump	\$576,336.00
FS19VC06	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$647,389.00
FS19VC07	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$716,532.00
FS19VC08	Pierce Velocity, 4- Door Full Tilt Cab, Aluminum Long Body, 1250 gpm mid-mounted Pump	\$822,893.00
FS19VC09	Pierce, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Electrification Body Pumper	\$1,715,389.00
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
FS19VD01	Ford F-550 4- Door, 12 'Non-Walk-in Formed Aluminum Body	\$255,650.00
FS19VD02	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$336,461.00
FS19VD03	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$339,231.00
FS19VD04	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$349,068.00
FS19VD05	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$365,366.00
FS19VD06	Pierce Saber FR, Full-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Encore Body 18.5'	\$565,058.00
FS19VD07	Pierce Enforcer 4-Door, Aluminum Cab, Single Axle, Formed Aluminum Body, Non Walk-in HDR Body	\$727,414.00
FS19VD08	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Non-Walk-in HDR Body	\$864,662.00
FS19VD09	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$474,079.00
FS19VD10	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$477,847.00
FS19VD11	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$489,566.00
FS19VD12	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$500,225.00
FS19VD13	Pierce Enforcer 4-Door, Full Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Walk-in HDR Body	\$868,884.00
FS19VD14	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Walk-in HDR Body	\$996,968.00

FS19VD15	Pierce Velocity 2-Door, Aluminum Cab, Tandem Axle, Combination Formed Aluminum Body	\$1,054,896.00
FS19VD16	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Walk-in Communications Body	\$1,095,734.00
E. Pumper/Tankers & Tankers		
FS19VE01	Freightliner 2 Door, Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	\$438,036.00
FS19VE02	IHC 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	\$442,126.00
FS19VE03	Kenworth 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	\$457,347.00
FS19VE04	Peterbilt 2dr Single Axle Tanker, Aluminum w/2000 water & 500 pump	\$497,782.00
FS19VE05	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted	\$720,135.00
FS19VE06	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted	\$843,014.00
FS19VE07	Freightliner 2dr, Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	\$480,792.00
FS19VE08	IHC 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	\$499,052.00
FS19VE09	Kenworth 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	\$484,386.00
FS19VE10	Peterbilt 2dr Tandem Axle Tanker, Aluminum w/3000 water & 500 pump	\$501,094.00
FS19VE11	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted Elliptical Tanker	\$717,790.00
FS19VE12	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted Elliptical Tanker	\$874,724.00
FS19VE13	Pierce Velocity, 4-Door Aluminum Cab, Tandem Axle, Aluminum Pumper/Tanker 2000 Gallon Body, 1500 GPM Pump	\$894,137.00

Pulse			Published	Unpublished
Number	Qty	Description	Options	Options
104	1	Galvanized Frame structure	\$5,937.00	
117	1	Tire Chains - Rear Axle	\$6,094.00	
130	1	Disc Brakes, Rear, Single	\$1,110.00	
132	1	ABS upgrade to ESC/ABS/ATC	\$8,560.00	
135	1	Additional Air Tanks	\$530.00	
140	1	Cummins Replacement L9 to X10	\$108,498.00	
149	1	EVS 3000 TO 4000	\$13,272.00	
151	1	Aggressive Down shift	\$196.00	
164	2	Bumper Equipment Tray with cover	\$6,966.00	
166	1	Linex Bumper Coating	\$844.00	
174	1	Mounting plate on engine tunnel	\$693.00	
803165	1	Compartment Storage Transverse	\$0.00	\$4,433.43
816708	1	Tubes, Pike Pole Storage	\$0.00	\$2,771.57
175	1	Electric Windows	\$2,909.00	
179	1	Safety System	\$14,106.00	
188	3	Upgrade SCBA Bracket to Hands Free	\$3,159.00	
804719	4	Streamlights	\$0.00	\$1,721.89
628210	1	Speedometer, Officer Side	\$0.00	\$488.10
201	1	Upgrade Enforcer to Velocity	\$63,942.00	
208	8	Spare 12 volt power (each)	\$1,992.00	
819199	1	Intercom, Sigtronics	\$0.00	\$3,006.52
586744	5	Headsets, Intercom	\$0.00	\$3,108.59
898784	1	Camera, Front	\$0.00	\$3,589.81
819195	1	Camera, LS	\$0.00	\$1,652.67
240	1	Kussmaul Charger	\$2,546.00	
246	1	Auto-eject 30 amp	\$1,708.00	
249	1	Batteries 6 total	\$1,701.00	
9429	3	Electric Power , Port Winch	\$0.00	\$699.91
256	1	12 volt LED Scene - A	\$1,798.00	
259	1	12 volt LED Flood Brow light B	\$4,491.00	
264	6	12 volt LED Flood Recessed or surface (per light) B	\$21,924.00	
894645	1	Intercom, FRC	\$0.00	\$3,608.37
294	1	Winch 12,000#	\$7,873.00	
295	1	Winch 9000#	\$4,449.00	
810451	1	Air Conditioning, Body	\$0.00	\$10,546.02
310	8	Adjustable Compartment shelves	\$2,208.00	
819058	1	Storage Under Bench Seat	\$0.00	\$3,719.00
309	32	Mate Flex in Enclosed Compartments Per Shelf	\$5,632.00	
311	1	Slide-out tool board	\$2,317.00	
314	7	Slide-out floor tray	\$8,099.00	
315	4	Tool board in Slide-out tray	\$9,188.00	
316	4	Adjustable slide-out tray	\$3,980.00	
317	1	Tilt-out adjustable tray	\$968.00	
325	1	SCBA Cylinder storage in fender panel single (each)	\$935.00	
326	1	SCBA Cylinder storage in fender panel double (each)	\$1,568.00	
45065	1	Alum Treadplate, Front of Body	\$0.00	\$1,654.70
889785	1	Hitch, Receiver, Body	\$0.00	\$1,279.26
889777	1	Hitch, Pin, Side Fender	\$0.00	\$74.37
762945	1	Recessed Area, Walk-In Body	\$0.00	\$1,145.65
766072	1	Rope Anchors	\$0.00	\$14,055.52
815694	1	Blister, Rear Bulkhead	\$0.00	\$1,413.57
816767	1	Channel, Upper Tool Board	\$0.00	\$2,670.95
43762	1	Divider, Compt	\$0.00	\$3,870.31
15059	1	Pike Pole Storage	\$0.00	\$925.51
541051	1	Rack, Stokes	\$0.00	\$846.84
523428	1	Rack, Air Bags	\$0.00	\$200.77

544222	1	Rack, Extinguisher	\$0.00	\$610.00
815102	1	Rack, Equip	\$0.00	\$696.18
893212	1	Rack, Equip	\$0.00	\$1,392.35
650973	1	Rack, SCBA Bottles	\$0.00	\$194.88
533910	1	Rack, SCBA Bottles	\$0.00	\$490.41
655911	1	Rack, Little Giant	\$0.00	\$709.10
676003	1	Divider, Tray	\$0.00	\$1,294.83
34281	1	Tow Eyes	\$0.00	\$2,821.07
729314	1	Rubber Bumpers	\$0.00	\$100.94
807658	1	Holder, Postive Door	\$0.00	\$5,505.18
14012	1	Scuffplate, Inside Doors	\$0.00	\$5,094.97
799343	3	Bracket, Zico SCBA	\$0.00	\$965.83
4010	1	Scuffplate, Bottom of Door Frame	\$0.00	\$383.29
422	1	Q2B Siren	\$6,030.00	
734674	1	Siren Brake DS	\$0.00	\$328.86
735899	1	Siren Brake PS	\$0.00	\$328.86
429	1	Traffic Directing light bar "B"	\$3,829.00	
458	1	Light Tower 12 volt 4 - Lights	\$18,738.00	
461	3	Electrical Receptacle duplex (per each) 15 or 20 amp	\$1,476.00	
811625	1	Cencom Core	\$0.00	\$6,982.26
8132901	1	Module, Sync, Whelen	\$0.00	\$531.57
4225	1	Ladder, 24'	\$0.00	\$1,311.14
552	1	Additional 10' Folding Ladder	\$726.00	
553	1	Additional 14' Roof with Hooks	\$952.00	
Base Bid			\$868,884.00	
Published Options			\$351,944.00	
Total Published Options			\$1,220,828.00	
Unpublished Options			\$97,225.05	7.96%
Total Options w/o HGAC Fee			\$1,318,053.05	

FORM E - PUBLISHED OPTIONS		Procurement No.:	FS12-19
Offeror Name:	Siddons-Martin Emergency Group		
Notes: (Important)	1) Bid each Option on a single separate line. Bidder is responsible to identify each item with a specific code or part number.		
	2) Use a single Form E for ALL items. Add/Insert additional lines as necessary.		
	3) Completely describe each option, including manufacturer's code or part numbers as appropriate. Each item listed MUST have a unique code or part number.		
	4) Options which replace standard equipment on a base bid Item on Form D should be priced net of any credit due for the replaced item.		
	5) Options which are shown as upgrades/downgrades of a base bid item on Form D should be priced at the differential amount between the base bid item and the option.		
	6) You encouraged to offer specific manufacturer's catalogs (eg. Whelan, Fed Signal, etc.) as options, with 'List Less' or 'Cost Plus' percentages for pricing. Copy of catalog should be supplied w/bid.		
Note: Bidder must identify each option bid with an identifying Code or Part No. that should be referenced on all Contract Pricing Worksheets			
Code or Part No.	Option Description	November 1, 2023	
OSK-1	110 volt auxiliary air compressor with auto-eject shore power connection	\$2,991.00	
OSK-2	110 volt engine preheater with auto-eject shore power connection	\$776.00	
OSK-3	Battery charger with auto-eject shore power connection	\$1,063.00	
OSK-4	Air inlet at rear or on either side of cab with auto-eject connection	\$539.00	
OSK-5	Air outlet on either side of cab with 50' of hose and a tire gauge	\$210.00	
OSK-6	Air hose reel in upper compartment with 150' of 1/2" hose	\$3,948.00	
OSK-7	Alternating flashing feature for headlights "wig wag"	\$220.00	
OSK-8	Two driving and two fog lights	\$525.00	
OSK-9	LED ground lighting	\$702.00	
OSK-10	Monitoring and Data Acquisition System [MADAS]	\$10,862.00	
OSK-11	Two defroster fans in cab	\$182.00	
OSK-12	Additional seat (3 seats are standard)	\$1,271.00	
OSK-13	Upgrade to Smartdock hands' free SCBA bracket for one crew seat	\$695.00	
OSK-14	Add roof hatch access step in cab	\$988.00	
OSK-15	High output dual air conditioning	\$7,494.00	
OSK-16	Streamlight brand rechargeable flashlights in cab - qty 2	\$629.00	
OSK-17	Streamlight brand rechargeable flashlights in cab - qty 4	\$1,256.00	
OSK-18	Medical storage compartment in cab	\$2,626.00	
OSK-19	Power strip in cab with shore power provisions	\$963.00	
OSK-20	Ladders with fixed mounting on roof - Duo Safety 900A-24 and Little Giant Model 26	\$3,323.00	
OSK-21	Height adjustable roll-out shelf in lower storage compartment	\$1,014.00	
OSK-22	Height adjustable fixed shelf in lower storage compartment	\$877.00	
OSK-23	Slide out, tilt down tray in an upper compartment	\$1,462.00	
OSK-24	Stowable step for upper compartment access	\$1,892.00	
OSK-25	Storage for two spare SCBA cylinders in the cab	\$995.00	
OSK-26	Driver and turret operator foot switches for siren and air horns	\$683.00	

OSK-27	Rear vision camera system including a rear facing color camera mounted at the top rear of the vehicle	\$3,793.00
OSK-28	Forward Looking Infrared (FLIR) camera with pan and tilt	\$24,607.00
OSK-29	Digital recorder with forward facing camera	\$3,084.00
OSK-30	Continuous duty cycle central lubrication system	\$8,580.00
OSK-31	Spare tire and wheel	\$4,732.00
OSK-32	Central tire inflation/deflation system for 4x4 vehicle	\$34,536.00
OSK-33	Central tire inflation/deflation system for 6x6 vehicle	\$41,445.00
OSK-34	Central tire inflation/deflation system for 8x8 vehicle	\$48,350.00
OSK-35	Beadlocks for 4x4 vehicle including spare	\$3,375.00
OSK-36	Beadlocks for 6x6 vehicle including spare	\$5,065.00
OSK-37	Beadlocks for 8x8 vehicle including spare	\$6,750.00
OSK-38	Beadlock press	\$1,578.00
OSK-39	Bronze water pump housing in place of standard cast iron housing	\$13,316.00
OSK-40	Water/foam hose reel with 150' of 1.25" hose and 95 gpm nozzle in a lower compartment	\$11,550.00
OSK-41	Swing-out feature for hose reel	\$812.00
OSK-42	Limited structural panel on the left side - no suction connections	\$4,298.00
OSK-43	Structural panel with one 2-1/2" suction inlet, one 5" suction inlet and a priming pump on the LH side	\$6,873.00
OSK-44	Structural panel with one 2-1/2" suction inlet, one 5" suction inlet and a priming pump on the LH side with "Fill from Draft" provisions	\$7,667.00
OSK-45	One 2-1/2" foam / water producing discharge outlet with a bleeder valve on each side - 2 total	\$3,460.00
OSK-46	Two 2-1/2" foam / water producing discharge outlets with bleeder valves on each side - 4 total	\$6,388.00
OSK-47	Water tank shut-off	\$3,183.00
OSK-48	One 2-1/2" and 4-1/2" water tank fill connection on right hand side	\$2,537.00
OSK-49	550 lb. dry chemical system with fixed dual agent hose reel holding 100' of 1" twinned hose and a Hydro-Chem type nozzle in a lower compartment. Includes agent vessel and propellant system with system indicators in cab	\$35,725.00
OSK-50	Spare nitrogen cylinder for dry chemical system.	\$1,869.00
OSK-51	Foam transfer pump - electric	\$11,974.00
OSK-52	Foam transfer pump - pneumatic	\$5,603.00
OSK-53	Electronic foam proportioning system in place of standard fixed rate, around the pump foam proportioning system	\$26,558.00
OSK-54	375/750 gpm high volume, dual rate bumper turret in place of standard 300 gpm bumper turret - 4x4 only	\$7,460.00
OSK-55	375/750 gpm high volume, dual rate, low-attack type bumper turret in place of standard 300 gpm bumper turret - 4x4 only	\$31,645.00
OSK-56	625/1250 gpm high volume bumper turret in place of standard 300 gpm bumper turret - 6x6 and 8x8 only	\$7,460.00
OSK-57	625/1250 gpm high volume, low attack bumper turret in place of standard 300 gpm bumper turret - 6x6 and 8x8 only	\$31,645.00

OSK-58	Hydro-Chem type direct injection foam/water/dry chemical nozzle option added for any dual rate roof or bumper turret	\$8,085.00
OSK-59	Exterior mounted water and foam tank level lights each side	\$779.00
OSK-60	Compartment mounted water and foam tank level lights each side	\$520.00
OSK-61	One HID light on roof turret	\$658.00
OSK-62	One HID light on bumper turret	\$824.00
OSK-63	One LED spotlight on roof turret	\$881.00
OSK-64	One LED spotlight on bumper turret	\$1,092.00
OSK-65	Snozzle 50' High Reach Extendable Turret (HRET) with piercing nozzle in place of standard roof turret *(Available on Oshkosh 4x4, 6x6 and 8x8 chassis)	\$283,376.00
OSK-66	Snozzle 65' High Reach Extendable Turret (HRET) with piercing nozzle in place of standard roof turret. *(Only available on Striker 6x6, 8x8 vehicle)	\$336,938.00
OSK-67	One HID light on Snozzle boom end	\$824.00
OSK-68	One LED light on Snozzle boom end	\$1,092.00
OSK-69	Forward Looking Infrared (FLIR) camera on Snozzle boom end	\$23,569.00
OSK-70	Color video camera on Snozzle boom end	\$3,033.00
OSK-71	Undertruck nozzles	\$3,516.00
OSK-72	Winterization system for vehicle's firefighting compartments	\$15,758.00
OSK-73	460 lb. Halotron clean agent system with fixed hose reel holding 150' of 1" hose and a Halotron nozzle in an upper compartment. Includes agent vessel and propellant system with system indicators in cab.	\$38,260.00
OSK-74	Spare argon cylinder for Halotron I system.	\$1,802.00
OSK-75	10 Kw Onan hydraulic generator.	\$20,732.00
OSK-76	Two 110 volt 750 watt widelights above windshield (Requires generator)	\$1,479.00
OSK-77	Two 110 volt LED widelights above windshield (Requires generator)	\$5,141.00
OSK-78	Two 110 volt 1000 watt pneumatic telescoping widelights on each side - four total (Requires generator)	\$10,769.00
OSK-79	Two 110 volt LED manually telescoping widelights on each side - four total (Requires generator)	\$15,720.00
OSK-80	Two cab mounted HID worklights - 24VDC	\$1,227.00
OSK-81	Two cab mounted LED worklights - 24 VDC	\$1,454.00
OSK-82	Two HID worklights per side four total - 24VDC	\$2,079.00
OSK-83	Two LED worklights per side four total - 24VDC	\$2,718.00
OSK-84	Two HID worklights at rear - 24VDC	\$1,036.00
OSK-85	Two LED worklights at rear - 24VDC	\$1,356.00
OSK-86	110 volt electric cable reel in an upper compartment with 200' of 12/3 SO safety yellow cord. (Requires generator)	\$4,992.00
OSK-87	Two 110 volt duplex (straight/twist) receptacles on each side of truck in a lower compartment. (Requires generator)	\$481.00
OSK-88	Four red LED mini light bars in place of standard red LED beacons on roof	\$5,353.00
OSK-89	Four premium red LED mini light bars in place of standard red LED beacons on roof	\$10,463.00

OSK-90	Lower perimeter red LED warning light system with two front facing, two rear facing and three lights per side in place of standard warning lights	\$906.00
OSK-91	Premium lower perimeter red LED warning light system with two front facing, two rear facing and three lights per side	\$2,651.00
OSK-92	Lower perimeter emergency warning switch to disable lower emergency lights when needed	\$220.00
OSK-93	Eco EFP Foam Testing System (EFP Proportioner)	\$14,106.00
OSK-94	Eco EFP Foam Testing System (Poppet Proportioner)	\$31,029.00
		\$0.00
H1	Lubrication data plate	\$73.00
H2	Pintle hook at rear	\$223.00
H4	Aluminum tool box frame mounted	\$2,208.00
H5	Auto lube system for chassis only	\$6,899.00
H7	Coolant heater 1500 watt block type	\$645.00
H8	Scania DC13 500hp drive engine lieu of 350hp	\$15,622.00
H9	Engine oil pan heater (includes both engines, if applicable)	\$262.00
H11	Side access drain valves for engine fluids (includes engine oil, coolant & hydraulic oil on both engines, if applicable)	\$647.00
H15	29,000 LB front axle capacity in lieu of 27,000 LB capacity	\$4,495.00
H16	26,000 LB rear axle capacity with All Steer in lieu of 23,000 LB non AS	\$34,989.00
H17	Shock absorbers for one axle	\$1,207.00
H18	Spare tire mounted on rim	\$3,593.00
H19	Air conditioning	\$11,516.00
H21	Deluge system for cab	\$2,386.00
H22	5lb fire extinguisher in cab	\$281.00
H23	Radio in cab - AM/FM/Weather/CD	\$745.00
H24	Premium heated hi back seat or driver	\$236.00
H26	Heated wiper blades front	\$1,811.00
H27	Side window wipers unheated	\$1,106.00
H28	Side window wipers heated	\$1,487.00
H29	Cab mounted defroster fans	\$361.00
H31	Rear view back up camera	\$923.00
H32	Amber plow lights on cab light bar	\$498.00
H33	HID lights - one pair - on cab light bar	\$1,245.00
		\$0.00
BL-DEB	Standard "Dual Engine Blower" snow blower package - 550 hp auxiliary engine	\$485,725.00
BL-SEB	Standard "Single Engine Blower" snow blower package	\$463,915.00
BL1	670hp blower engine in lieu of standard 550	\$15,881.00
BL2	Aux engine oil pan heater	\$259.00
BL4	Spot cast chute - inc. 29K front and ballast bumper	\$23,268.00
BL5	Truck loading chute - inc. 29K front and ballast bumper	\$53,983.00
BL6	High speed blower system - variable torque ribbon motors (dedicated blower)	\$25,204.00

BL7	Hydraulic relief block	\$2,364.00
BL8	Add 18' broom head for multipurpose snow chassis	\$203,610.00
		\$0.00
BR-XF	Standard front mount broom package - 350 hp auxiliary engine	\$445,006.00
BR1	Broom aux engine 500hp lieu of 350hp base	\$5,371.00
BR2	20 foot head in lieu of 18' head base	\$21,685.00
BR3	22 foot head in lieu of 18' head base	\$29,143.00
BR4	50/50 wire poly in lieu of all poly base	\$1,324.00
BR5	All wire in lieu of all poly base	\$1,621.00
BR8	Broom quick disconnect hoses	\$10,949.00
BR10	Marker lights on broom	\$1,048.00
BR11	Vibrator on broom head	\$3,799.00
BR12	Snow shed hood 18 foot length	\$12,810.00
BR13	Snow shed hood 20 foot length	\$13,480.00
BR14	Snow shed hood 22 foot length	\$14,032.00
		\$0.00
HT1	Single side fuel fill	\$2,093.00
HT4	26,000 LB rear axle capacity with All Steer in lieu of 23,000 LB non AS	\$56,478.00
HT7	500hp drive engine on HT lieu of base standard 350hp drive engine	\$5,371.00
HT8	Air conditioning	\$16,991.00
HT9	Cab deluge	\$4,312.00
HT10	Radio in cab - AM/FM/Weather/CD	\$1,515.00
HT11	Premium heated hi back seat or driver	\$1,125.00
HT13	Heated wiper blades front	\$1,673.00
HT14	Side window wipers unheated	\$1,696.00
HT15	Side window wipers heated	\$3,032.00
HT16	Cab mounted defroster fans	\$428.00
HT18	Rear view back up camera	\$4,410.00
HT19	Amber plow lights on cab light bar	\$590.00
HT20	HID lights - one pair - on cab light bar	\$1,554.00
HT21	Oshkosh XT towed broom 18' width, all poly, 350 HP aux	\$813,199.00
HT22	500 HP aux engine in lieu of 385 HP base	\$5,489.00
HT23	20 foot head in lieu of 18' head base	\$22,163.00
HT24	22 foot head in lieu of 18' head base	\$29,787.00
HT25	50/50 wire poly lieu of all poly base	\$5,489.00
HT26	All wire in lieu of all poly base	\$5,635.00
HT27	Broom aux engine oil pan heater	\$559.00
HT28	Broom aux engine block heater	\$571.00
HT30	Marker lights on broom	\$1,073.00
HT31	Vibrator on broom head	\$3,879.00
HT32	Snow shed hood 18 foot length	\$16,625.00
HT33	Snow shed hood 20 foot length	\$18,231.00
HT34	Snow shed hood 22 foot length	\$18,721.00
HT35	20' flared snow plow with Hand's Free Din Hitch, steel cutting edge	\$79,055.00
HT36	22' flared snow plow with Hand's Free Din Hitch, steel cutting edge	\$80,932.00

HT37	24' flared snow plow with Hand's Free Din Hitch, steel cutting edge	\$82,666.00
101	Add Frame liner Commercial	\$2,208.00
102	Add Frame Liner Custom	\$2,865.00
103	Aerial Frame liner	\$6,441.00
104	Galvanized Frame structure	\$5,937.00
105	upgrade to 22,800# front axle	\$6,395.00
106	upgrade to 27,000# rear axle	\$7,456.00
107	upgrade to 31,000# rear	\$10,628.00
108	upgrade rear single axle to 33,500	\$10,845.00
109	TAK-4 Suspension	\$22,363.00
110	T3 Single Suspension	\$20,855.00
111	T3 Tandem Suspension	\$29,292.00
112	Change to Air Ride Suspension, Single	\$9,819.00
113	Change to Air Ride Suspension, Tandem	\$8,909.00
114	Change to Dynalastic Suspension	\$6,638.00
115	4 x 4 Option Commercial	\$38,855.00
116	4 x 4 Option Custom	\$47,838.00
117	Tire Chains - Rear Axle	\$6,094.00
118	Auto Lube, 22 point	\$7,596.00
119	Auto Lube Lincoln 34 Point	\$14,078.00
120	Aluminum Wheels Commercial (Split Rear)	\$1,328.00
121	Credit Custom Aluminum Wheels, front	-\$2,785.00
122	Credit Aluminum Wheels, Rear Single Axle	-\$4,900.00
123	Credit Aluminum Wheels Tandem Axle	-\$5,848.00
124	Spare Steel Wheel and Mounted tire	\$3,654.00
125	Electronic Tire Pressure Management	\$2,782.00
126	Safety Bands (pair)	\$2,745.00
127	Mud Flaps	\$864.00
128	Wheel Chocks and Mounts	\$1,595.00
129	Disc Brakes Front	\$3,051.00
130	Disc Brakes, Rear, Single	\$1,110.00
131	Disc Brakes, Rear, Tandem (per)	\$2,304.00
132	ABS upgrade to ESC/ABS/ATC	\$8,560.00
133	Collision Mitigation	\$3,805.00
134	Air inlet-outlet	\$994.00
135	Additional Air Tanks	\$530.00
136	12 or 120 volt air compressor	\$2,548.00
137	Brake fittings compression type	\$1,976.00
138	Cummins ISB 360 to ISL 330	\$5,077.00
139	Paccar 330 to 380	\$2,098.00
139a	Cummins Remote Filter Mounting	\$3,592.00
140	Cummins Replacement L9 to X10	\$108,498.00
141	Cummins X10 TO X15	\$61,523.00
142	L9 Deleted to PACCAR 510	\$103,948.00
144	Ward No Smoke	\$12,332.00

145	Cummins x15 565 to 600 hp	\$12,826.00
146	Emergency Shutdown for Engine, Air w/ reset	\$2,776.00
147	1000 Watt Immersion Heater	\$820.00
148	Exhaust brake to Engine Brake Commercial	\$2,431.00
149	EVS 3000 TO 4000	\$13,272.00
150	EVS 4000 TO 4500 PR	\$15,517.00
151	Aggressive Down shift	\$196.00
152	Telma Retarder, Single Axle	\$20,827.00
153	Exhaust Extension Plymo or Nederman	\$913.00
154	Magnetic Grabber	\$1,365.00
155	Exhaust Diffuser - Care	\$913.00
156	Increase DEF Capacity	\$1,092.00
157	75 gallon fuel tank	\$1,664.00
158	Steering with controls	\$2,132.00
159	Add Extended Bumper	\$3,209.00
160	Add 26" Extended underslung Bumper	\$7,302.00
161	Bumper tray with cover	\$1,330.00
162	Bumper Sight Rod	\$850.00
163	Bumper compartment for Winch	\$2,473.00
164	Bumper Equipment Tray with cover	\$3,483.00
165	Bumper warning light recess	\$1,342.00
166	Linex Bumper Coating	\$844.00
167	Mirrors - change to Bus style cab corner	\$4,521.00
168	Mirrors - change to door mount bus style	\$3,532.00
169	Mirrors - change to One-Eleven style	\$3,213.00
170	Raised roof, custom cab	\$3,296.00
171	Extended Cab	\$7,615.00
172	Full height Cab doors - Raised Roof	\$3,125.00
173	Stainless Door Jamb Scuffplates	\$991.00
174	Mounting plate on engine tunnel	\$693.00
175	Electric Windows	\$2,909.00
176	Electric Door locks	\$1,694.00
177	110 Volt cab A/C	\$3,162.00
178	Danhard Style A/C	\$8,951.00
179	Safety System	\$14,106.00
180	Driver Safety Seat	\$1,445.00
181	SCBA Safety Seat	\$1,808.00
182	Bostrom Officer SCBA	\$2,343.00
183	Bostrom 2 F-Facing Crew	\$3,430.00
184	3 Seat to Crew (Commercial)	\$5,270.00
185	Clean Cab base option	\$2,120.00
186	EMS Compartment in Cab	\$4,401.00
187	EMS Compartment w outside access (each)	\$4,866.00
188	Upgrade SCBA Bracket to Hands Free	\$1,053.00
189	Cab step 2" larger mid and bottom	\$1,616.00
190	Handrail with LED Lighting Cab	\$792.00

191	Full height Cab doors - Raised Roof	\$2,633.00
192	Cab Windows Factory Tint	\$692.00
193	Commercial step upgrade package	\$1,959.00
194	Upgrade Freightliner M2-106 to M2-112	\$71,618.00
195	Upgrade International 2 door to 4 door	\$26,638.00
196	Upgrade to extended cab	\$17,178.00
197	Upgrade to Freightliner 2 door to 4 door	\$27,278.00
198	Upgrade Saber to Enforcer	\$13,748.00
199	Upgrade Enforcer to Impel	\$27,684.00
200	Upgrade Enforcer to Arrow	\$57,064.00
201	Upgrade Enforcer to Velocity	\$63,942.00
202	Upgrade Arrow to Velocity	\$22,408.00
203	Upgrade Arrow to Quantum	\$24,527.00
204	Upgrade Arrow to Dash CF	\$10,046.00
205	Velocity to Quantum	\$19,145.00
206	Upgrade Electrification Voltera per unit	\$523,966.00
207	Remote Control Spot Lights	\$2,064.00
208	Spare 12 volt power (each)	\$249.00
209	Radio with Weatherband	\$2,024.00
210	Additional MUX Screen	\$3,992.00
211	GPS Navigation and preplan capable	\$1,070.00
212	install Customer MDT with power wiring	\$1,453.00
213	Install Customer Antenna	\$120.00
214	Install Customer GPS	\$532.00
215	install Customer radio	\$1,320.00
216	install customer Knox	\$253.00
217	install customer drug vault	\$607.00
218	Medi-Kool mk18	\$9,199.00
219	2 Person Command Center Configuration	\$23,375.00
220	Roll Alert System	\$5,445.00
221	Camera System Rear only	\$1,982.00
222	Camera System, Sides and rear to mux	\$5,541.00
223	Camera System, Sides and rear to monitor	\$2,988.00
224	Camera System with DVR	\$4,263.00
225	Camera System interior cab and exterior body	\$10,937.00
226	Camera System Fotokite modem portable	\$59,727.00
227	Camera System Fotokite Compartment mounted	\$63,737.00
227m	Camera System Fotokite w modem Compartment mounted	\$66,561.00
228	Camera body to weatherproof panel monitor	\$2,013.00
229	Camera Stabilizer without laser	\$5,682.00
230	Camera, Stabilizer Placement with Command Zone Display with Laser	\$8,094.00
231	Intercom System (BASIC)	\$3,438.00
232	Intercom System (up to 6 position)	\$5,895.00
233	Intercom Wireless System	\$7,829.00
234	Intercom Headset - Wired	\$779.00

235	Intercom Headset - wireless	\$1,800.00
236	Idle Reduction Technology	\$5,540.00
237	IOTA Charger	\$1,628.00
238	Blue Sea 40 amp	\$2,361.00
239	Dual Pro Charger	\$1,385.00
240	Kussmaul Charger	\$2,546.00
241	Kussmaul Pump plus	\$3,712.00
242	Progressive p2180 (per unit)	\$2,481.00
243	Newmar Charger	\$2,740.00
244	Auto-eject 15 amp	\$719.00
245	Auto-eject 20 amp	\$753.00
246	Auto-eject 30 amp	\$1,708.00
247	Transfer switch	\$964.00
248	Sub Feed Box	\$552.00
249	Batteries 6 total	\$1,701.00
250	320 amp to 360	\$3,532.00
251	430 Amp Niehoff alternator	\$7,723.00
252	430 amp Delco alternator	\$5,457.00
253	LED cab lighting	\$1,336.00
254	LED body perimeter additional	\$2,994.00
255	LED Headlights	\$3,380.00
256	12 volt LED Scene - A	\$1,798.00
257	12 volt LED Scene - B	\$2,049.00
258	12 volt LED Flood Brow light A	\$2,754.00
259	12 volt LED Flood Brow light B	\$4,491.00
260	12 volt LED Hi-Viz Brow Full single	\$7,774.00
261	12 volt LED Hi-Viz Brow Double Lights	\$5,952.00
262	12 volt-Hi Viz LED (per light)	\$3,004.00
263	12 volt LED Flood Recessed or surface (per light) A	\$2,919.00
264	12 volt LED Flood Recessed or surface (per light) B	\$3,654.00
265	12 volt LED Flood Pole light (per light)	\$3,543.00
266	Tail lighting LED Upgrade	\$2,302.00
267	Tail Board Upgrade Package	\$2,493.00
268	Tanker Hose bed Package	\$6,365.00
269	Tanker folding tank storage manual	\$4,871.00
270	Tanker folding tank storage electric	\$13,408.00
271	Upgrade Tanker Step Package	\$2,438.00
272	Flush back body option	\$1,684.00
273	Rear step package with wrap bumper	\$3,701.00
274	Add Vinyl Cover for Crosslay Hose Bed	\$645.00
275	Hose Bed Cover, Aluminum	\$10,057.00
276	Hose Bed Cover, Vinyl	\$1,177.00
277	Hose Bed Cover, Roll-up	\$12,002.00
278	Additional Hosebed Divider	\$745.00
279	NY Hose Bed	\$4,890.00
280	PUC Body Configuration	\$17,858.00

281	Aerial body full depth per side	\$10,525.00
282	Pumper Body to Galvanneal	\$3,642.00
283	Pumper Body to Stainless	\$15,203.00
284	Aerial Aluminum to stainless body	\$23,392.00
285	Long Pumper body	\$4,795.00
286	Compartment door locks (each)	\$109.00
287	PUC Flip-out steps	\$1,336.00
288	Catwalk-Hatch Compartment, Each	\$4,932.00
289	Underbody Compartments, each	\$3,653.00
290	Add Right High Side Compartments	\$5,381.00
291	Add Electric / Hydraulic Ladder Rack	\$16,693.00
292	Full Height - Depth Compartments	\$7,959.00
293	Ladder Storage next to tank	\$6,653.00
294	Winch 12,000#	\$7,873.00
295	Winch 9000#	\$4,449.00
296	LED Compartment Lighting base upgrade lighting	\$2,909.00
297	LED Compartment Lighting premium	\$5,570.00
298	Increase Booster Tank to: 1000 Gallons	\$2,345.00
299	Increase Booster Tank to: 1250 Gallons	\$4,336.00
300	Increase Booster Tank to: 1500 Gallons	\$8,256.00
301	2.5" Direct Tank Fill to Main Intake	\$8,237.00
302	Rear Direct tank fill electric	\$7,011.00
303	Direct Tank Fill Manual	\$4,580.00
304	manual rear dump with 90	\$5,980.00
305	air-electric rear dump	\$7,274.00
306	air-electric side dump with extender (each)	\$11,577.00
307	trough - hard suction (each)	\$2,276.00
308	hard suction hose (each)	\$1,699.00
309	Mate Flex in Enclosed Compartments Per Shelf	\$176.00
310	Adjustable Compartment shelves	\$276.00
311	Slide-out tool board	\$2,317.00
312	Swing-out tool board	\$3,266.00
313	Slide-out tool board in tray	\$2,887.00
314	Slide-out floor tray	\$1,157.00
315	Tool board in Slide-out tray	\$2,297.00
316	Adjustable slide-out tray	\$995.00
317	Tilt-out adjustable tray	\$968.00
318	PacTrac in compartment	\$1,291.00
319	Pegboard in compartment	\$1,010.00
320	Vertical Partition	\$367.00
321	Horizontal Partition	\$407.00
322	3 Drawer C-Tech 24 wide	\$1,785.00
323	3 Drawer C-Tech 36 wide	\$3,264.00
324	4 Drawer C-Tech 48 wide	\$4,283.00
325	SCBA Cylinder storage in fender panel single (each)	\$935.00
326	SCBA Cylinder storage in fender panel double (each)	\$1,568.00

327	SCBA Cylinder storage in fender panel triple (each)	\$1,866.00
328	SCBA Storage in fender panel	\$1,502.00
329	Extinguisher Compartment	\$1,137.00
330	SCBA Storage Bins (each)	\$223.00
331	Add Dura Surf (per each)	\$143.00
332	Electric Cord Reel Compartment	\$934.00
333	750 GPM Pump to 1000 GPM Pump	\$3,540.00
334	Increase Pump from 1250 to 1500 gpm	\$8,472.00
335	Increase Pump from 1500 to 1750 gpm	\$2,796.00
336	Increase Pump from 1500 to 2000 gpm	\$5,476.00
337	add pump anodes (pair)	\$498.00
338	Add Mechanical Seal to Pump	\$1,232.00
339	Flow Meters, each	\$3,108.00
340	MIV Valves Electric with manual back-up (each)	\$10,669.00
341	Manual Ball Intake Valve	\$3,665.00
342	add 2.5" suction inlet	\$2,032.00
343	1.5" discharge front bumper	\$3,103.00
344	2.5" Discharge front bumper	\$4,289.00
345	Preconnect 1.5" with 2.0" plumbing - Speed or cross	\$3,331.00
346	Preconnect 2.5 or 3" plumbing - Speed or Cross	\$4,721.00
347	Add Front Suction Inlet 4-6"	\$9,963.00
348	Add Rear Suction Inlet	\$7,427.00
349	1.5" discharge	\$2,001.00
350	2.5" Discharge	\$2,485.00
351	3" Discharge	\$3,675.00
352	Add Large Diameter Rear Discharge	\$7,724.00
353	Add Large Diameter Side Discharge	\$7,881.00
354	add electric valve deluge plumbing	\$7,219.00
355	Dual voltage water heater with tanker	\$6,248.00
356	Extenda-gun 12"	\$5,607.00
357	Extenda-gun 18"	\$8,878.00
358	Electric Extenda Gun	\$10,171.00
359	Electric Deluge riser	\$9,702.00
360	Electric Deluge with foam by-pass	\$13,113.00
361	Wireless remote monitor	\$16,201.00
362	Provide (2) Speedlays IPO Crosslay with Rollers	\$7,738.00
363	Provide (2) Speedlays w/ Tray's IPO Crosslay with Rollers	\$12,426.00
364	Add Hinged-Type Aluminum Cover to Crosslay (per set of 2)	\$1,028.00
365	Add 1" Cargo Netting to cross/speedlay (2)	\$604.00
366	Crosslay roll-up door enclosure	\$4,488.00
367	Poly Tray additional	\$830.00
368	Hose Reel, Rear Compartment Mounted w/ 150' Hose	\$8,123.00
369	Hose Reel, above pump w/ 150' Hose	\$5,143.00
370	Hose Reel, Under Cab w/ 100' Hose	\$6,203.00
371	Akron 3096-95 gpm Single Agent System	\$8,198.00
372	Akron 3096-95 gpm Dual Agent System	\$10,674.00

373	Elkhart 240-95 Single Agent	\$8,198.00
374	Elkhart 240-95 Dual Agent	\$10,679.00
375	Foam Pro 1600 Single Agent to (3) Discharges	\$12,748.00
376	Foam Pro 2001 Dual Agent to (3) Discharges	\$18,133.00
377	Foam Pro 2002 Dual Agent to (3) Discharges	\$29,255.00
378	Pierce Husky 3, Single Agent (3) discharges	\$16,508.00
379	Pierce Husky 12 Single Agent (5) discharge	\$30,052.00
380	Pierce Husky 12 Dual Agent (5) Discharge	\$34,813.00
381	Pierce Husky 300 Industrial Foam System	\$167,197.00
382	Foam Cell 20 Gallons	\$2,187.00
383	Foam Cell 40 Gallons	\$3,071.00
384	Foam Cell 50 Gallons	\$3,984.00
385	Foam system by-pass to deluge or aerial	\$6,966.00
386	Foam Cell 300 Gallons	\$5,603.00
387	Pierce Hercules CAFS to (5) Discharges	\$41,782.00
388	Pump Panel Enclosure	\$6,509.00
389	Cold Climate Pump Package	\$12,753.00
390	Airhorn at activation pump panel	\$254.00
391	Add Top Pump Control	\$11,588.00
392	Tank Level LED Group	\$1,880.00
393	Tank level LED (Individual lights)	\$3,901.00
394	LED Backlite Gauges each	\$141.00
395	D-TEC	\$1,583.00
396	Will-Burt 7-30 Mast with Nycoil	\$17,685.00
397	Will-Burt 7-42 Mast with Nycoil	\$25,651.00
398	4 Channel Flash drive DVR	\$3,564.00
399	120 volt Body A/C, roof mounted with heat	\$3,316.00
400	2 person Command Center	\$19,136.00
401	Fire Pump 250 gpm	\$42,508.00
402	Haz-Mat Upgrade	\$30,385.00
403	LED Emergency Light Package	\$19,573.00
404	Upgrade to HDR Body	\$62,321.00
405	HDR Stainless Body	\$14,805.00
406	Water Tank - Rescue	\$15,525.00
407	Communications Center, 2 Desk with Conference	\$347,679.00
408	LED Interior Lighting	\$6,238.00
409	Tool Drawer(each)	\$1,704.00
410	Airbag Rack (each)	\$256.00
411	Rack, Plywood (10)	\$1,447.00
412	120 v Refrigerator 23 cu ft.	\$3,673.00
413	Vertical Exhaust in Compartment	\$1,047.00
414	Slide-out Module up to 132" each	\$25,234.00
415	Leveling System	\$13,420.00
416	Awning	\$5,163.00
417	Electric Awning	\$10,661.00
418	Quic-Ladder Access Ladder	\$2,933.00

419	Air Horns with 2 foot switches	\$725.00
420	Additional Speaker	\$921.00
421	Howler	\$1,826.00
422	Q2B Siren	\$6,030.00
423	Chrome Bell with manual pull string	\$4,108.00
424	GTT Emitter Roof/remote mounted	\$7,996.00
425	Roto Ray Emergency Light	\$3,955.00
426	Mini Lightbar over crew cab Doors	\$5,842.00
427	3 Mini LED Light over each side cab door	\$1,828.00
428	Traffic Directing light bar "A"	\$2,142.00
429	Traffic Directing light bar "B"	\$3,829.00
430	Dual Traffic Advisor Lights	\$4,966.00
431	Inverter	\$4,203.00
432	Diesel 7.5 KW	\$21,244.00
433	Diesel 10 KW Generator w/ Monitor Package	\$28,155.00
434	Diesel 20 KW water cooled	\$32,955.00
435	Gas EM400 3.5	\$8,391.00
436	Gas 5.5 KW	\$10,540.00
437	Hydraulic 3.6 kw	\$17,329.00
438	Hydraulic 6 KW	\$26,720.00
439	Hydraulic 8 KW	\$30,168.00
440	Hydraulic 10 KW	\$31,251.00
441	Hydraulic 15 KW	\$48,994.00
442	Hydraulic 30 KW	\$60,510.00
443	PTO Drive 15 KW	\$24,293.00
444	PTO Drive 25 kw	\$26,196.00
445	PTO Drive 40 Kw	\$36,777.00
446	500 Watt Tripod Flood Light	\$3,517.00
447	750 Watt Flood Light w/ pole	\$3,802.00
448	1000 Watt Flood Light w/pole	\$3,112.00
449	1500 Watt Flood Light - recessed	\$3,116.00
450	120 volt LED visor light	\$3,499.00
451	750 Watt Visor light	\$3,665.00
452	120 volt 150 watt LED w/ pole	\$3,593.00
453	120 volt 150 watt LED recessed/flush mount	\$2,902.00
454	120 volt 150 watt LED Pedestal	\$3,732.00
455	Light Tower 9000 watt	\$36,898.00
456	Light Tower 6000 watt	\$28,670.00
457	Light Tower 3000 Watt	\$23,865.00
458	Light Tower 12 volt 4 - Lights	\$18,738.00
459	Electric Cord Reel with 200' of 10/3	\$5,587.00
460	Electric Cord Reel with 200' of 10/3 in Front Bumper	\$6,348.00
461	Electrical Receptacle duplex (per each) 15 or 20 amp	\$492.00
462	Electrical Receptacle 30 amp (per each)	\$605.00
463	Cascade - 6 - 6000 PSI UN	\$21,688.00
464	Breathing air compressor	\$106,685.00

465	Breathing air booster pump	\$15,780.00
466	Breathing air fill-frag station	\$20,185.00
467	High Pressure Breathing Air Reel (200' hose)	\$4,954.00
468	Tool air reel with 150' hose	\$3,728.00
469	Hydraulic Reel, 100' x .25" Hose	\$8,528.00
470	Hydraulics package (2 reels with 100' hoses and 2 connector 12' hoses	\$19,743.00
471	Hannay reel with 100' Core Tech hose	\$11,144.00
472	Rescue Bulkhead fittings	\$2,630.00
473	AC Power to Tip	\$9,605.00
474	Full Depth & Full Height Compartments	\$8,910.00
475	Quick lock waterway	\$7,287.00
476	Provide Breathing Air to Tip	\$19,642.00
477	Add PUC pump, tank and crosslay to Tiller	\$127,601.00
478	Provide Super Duty 100' Aerial Ladder, In Addition to Base Price	\$142,541.00
479	Pumper Style Body for Single Axle 75'	-\$11,191.00
480	Remote Tip Controls, Ladder	\$8,797.00
481	Aerial Control Wireless MUX Aerials	\$13,277.00
482	Lyfe Brackets 3 in 1	\$2,421.00
483	LED Emergency Light Package Upgrade	\$14,972.00
484	Two (2) Monitors with Platforms	\$30,925.00
485	Single VUM Monitor Valve	\$3,210.00
486	2- VUM Manual Monitor Valves	\$7,299.00
487	Stokes Brackets behind Boom	\$1,183.00
488	Enclosed Stokes Box	\$2,657.00
489	Collision Avoidance	\$12,327.00
490	Aerial warning lighting A	\$11,108.00
491	Aerial Warning Lighting B	\$15,308.00
492	LED Rung Lighting	\$10,782.00
493	High Flow Waterway	\$17,575.00
494	12 Volt LED Tracking/tip lights	\$7,182.00
495	Two-tone Cab paint	\$4,505.00
496	Undercoating, Cab & Body, Ziebart	\$1,973.00
497	E-Coat Under body Chassis	\$3,034.00
498	Corrosion Prevention Treatment, ECK, Dissimilar Metal	\$2,845.00
499	Painted Grill	\$2,154.00
500	Pump Panel Drawing	\$1,723.00
501	50' Snuzzle - P-50	\$290,726.00
502	65' Snuzzle HS-2 65'	\$319,201.00
503	Graphics upgrade 1	\$3,526.00
504	Graphics Upgrade 2	\$5,229.00
505	Graphics Upgrade 3	\$6,196.00
506	Graphics Upgraded 4	\$11,428.00
507	Service/ Warranty (per year)	\$6,921.00
508	Service/ Warranty (per year)	\$9,766.00
	Emergency Equipment Upfitting	

510	Responder Lighting Package	\$7,426.00
511	Squad Package	\$10,460.00
512	Commander Package	\$13,416.00
513	Arrestor Package	\$16,370.00
514	Director Package	\$19,808.00
515	Lieutenant Package	\$29,170.00
516	Chief's Package	\$36,513.00
517	Executive Package	\$37,749.00
518	Whelen Lighting and parts (Red 22 or PL 22.0)	0% off list
519	Havis (HS 22)	0% off list
520	ProGard (ProGard 2022 Catalog)	0% off list
521	Parts	0% off list
522	Major P. M. 500hour Chassis	\$3,297.00
524	Aerial Maintenance	\$2,930.00
525	ARFF Unit Annual Inspection	\$2,481.00
526	ARFF Minor Service	\$3,434.00
527	ARFF Major Service	\$4,808.00
529	HRET Upgrade - Attack master 4	\$36,080.00
530	Foam System Maintenance Husky or similar (in shop)	\$611.00
531	Foam Testing ARFF	\$1,065.00
532	CAFS Service	\$470.00
533	Annual Pump Test (in shop)	\$588.00
534	Quantum Step Maintenance	\$520.00
535	Wheels off brake inspection - Single	\$415.00
536	Wheels off brake inspection - Tandem	\$642.00
537	A/C System Service	\$1,209.00
538	Power steering Flush	\$822.00
539	TAK4 Inspection	\$795.00
540	Husky/CAFS/Foam Service	\$1,982.00
541	Aerial Testing	\$2,249.00
542	Labor Rate, per hour	\$190.00
543	Each 150' Lengths of Utility Rope	\$363.00
544	150' life safety rope, at least 1/2" (12 mm) diameter meeting NFPA	\$397.00
545	150' Life Safety Rope, at least 5/8" (16 mm) diameter meeting NFPA	\$456.00
546	2.5 Gallon Water Extinguisher	\$230.00
547	Hose 1.75" x 50 Double Jacket with 1.50" couplings	\$369.00
548	Hose 2.50" x 50' Double Jacket with 2.50" Couplings	\$413.00
549	Hose 3.0" x 50' Double Jacket with 2.5" Couplings	\$479.00
550	4.00" x 100' Rubber Lined Hose	\$1,018.00
551	5.00" x 100' Rubber Lined Hose	\$1,124.00
552	Additional 10' Folding Ladder	\$726.00
553	Additional 14' Roof with Hooks	\$952.00
554	Air Bags - 56 Ton System	\$11,403.00
555	Thermal Imager Camera with charger	\$21,009.00
556	Combination Spanner Wrench with Bracket	\$246.00
557	Complete SCBA	\$13,438.00

558	Deck Gun with Tips, Manual	\$7,344.00
559	Deck Gun with Tips, Electric	\$13,748.00
560	1.5" Nozzle with shut-off	\$2,140.00
561	2.5" Nozzle with shut-off	\$2,382.00
562	Portable Monitor 2.5" Inlet	\$8,451.00
563	Each Approved Portable Fire Extinguisher: ABC	\$298.00
564	Each Approved Portable Fire Extinguisher: CO2	\$383.00
565	Each Hydrant Wrench Set	\$298.00
566	Each Portable Hand Light w/ Mounting Brackets	\$194.00
567	Each Scoop Shovel	\$140.00
568	First Aid Kit, 24 units, Fire Department Assortment	\$429.00
569	Little Giant Ladder	\$903.00
570	One Assorted Tool Box	\$748.00
571	One Hose Roller	\$548.00
572	One Pair of Bolt Cutters 24"	\$367.00
573	Cut-off Circular Saw	\$3,602.00
574	Chain Saw	\$3,060.00
575	Piston Intake	\$2,830.00
576	Rescue Tools - Power Unit, (2) Rams, Cutter, Spreader, Hoses	\$60,822.00
577	Silent Witness	\$1,948.00
578	Spare SCBA Bottles	\$2,120.00
579	Thermal Imager Camera System	\$44,701.00
580	Hose Clamp	\$818.00
581	Axe, Pick	\$194.00
582	Axe, Flat	\$188.00
583	PPV Fan, Gas	\$4,102.00
584	PPV Electric Fan	\$7,782.00
585	Poly mounts for tools, Rescue Equipment	\$1,748.00
586	380 Camera 8003040	\$13,404.00
587	380 Camera 8003030	\$15,691.00
588	Poly Console Box	\$2,623.00
589	Small poly console box	\$1,748.00
590	Pumper Custom Poly Mount Package	\$10,052.00
591	Aerial Custom Poly Mount Package	\$13,404.00
592	Rescue Custom Poly Mount Package	\$17,992.00
593	Engine Tunnel Custom Poly Console	\$2,348.00



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: _____

DEPARTMENT: _____

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:

	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
	After solicitation of a number sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote and the contract/agreement number)
	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
	Other, please explain:

TOTAL COST: _____ **MUNIS Account:** _____

VENDOR: _____

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
	X	Supports	
Purchasing Agent Name		Does Not Support	Department Head Name
		Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	
Date			Date

JUSTIFICATION:

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

Prepared for:
Norwalk Fire Equipment Truck

Prepared by:
Ed Zynko
FREIGHTLINER OF HARTFORD
199 ROBERTS STREET
EAST HARTFORD, CT 06108
Phone: 203 507-9886
E-Mail: edzynko@FOHCT.com

A proposal for



Prepared by
FREIGHTLINER OF HARTFORD
Ed Zynko

Dec 4, 2023

Freightliner M2 106 Plus
Per State Contract #: 14PSX0239



Components shown may not reflect all spec'd options and are not to scale

Norwalk Fire Bev



12/4/2023 9:19 AM

Page 1 of 16

Prepared for:
Norwalk Fire Equipment Truck

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FREIGHTLINER OF HARTFORD
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EAST HARTFORD, CT 06108
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E-Mail: edzynko@FOHCT.com

Q U O T A T I O N
PER STATE CONTRACT #: 14PSX0239

M2 106 PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
CUM B6.7 325 HP @ 2400 RPM, 2600 GOV, 750 LB-FT @
1800 RPM
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH
PTO PROVISION
DETROIT DA-RS-23.0-4 23,000# R-SERIES SINGLE REAR
AXLE
23,000# FLAT LEAF SPRING REAR SUSPENSION WITH
HELPER AND RADIUS ROD
DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP
SINGLE FRONT AXLE
12,000# MONO TAPERLEAF FRONT SUSPENSION

106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
CAB
6400MM (252 INCH) WHEELBASE
NO FIFTH WHEEL
5/16X3.00X10-1/8 INCH STEEL FRAME
(7.94MMX257.2MM/0.312X10.13 INCH) 50KSI
2025MM (80 INCH) REAR FRAME OVERHANG
STEEL FRAME L-INSERT (PARTIAL, BEVERAGE
PACKAGE)
TEM TO EVALUATE AND INSTALL FRAME RAIL
REINFORCEMENT AS NEEDED FOR FRONT
FRAME MOUNTED EQUIPMENT

TOTAL		
ITEM #: 1H	\$	117,558.00
ITEM #: 1J	\$	50,988.00
CUSTOMER PRICE BEFORE TAX	\$	168,546.00
TRADE-IN		
TRADE-IN ALLOWANCE	\$	(0)
BALANCE DUE	(LOCAL CURRENCY)	\$ 168,546.00

COMMENTS:

- Proposal based on a 2025 Model year chassis built sometime during calendar year 2024 and being proposed on a while allocation slots last basis only.
- Chassis will be invoiced upon delivery to body vendor. Payment is expected to be received within 30-days of invoicing.
- All warranties will not start until after final delivery of completed unit to the town.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ____ / ____ / ____.

Prepared for:
Norwalk Fire Equipment Truck

Prepared by:
Ed Zynko
FREIGHTLINER OF HARTFORD
199 ROBERTS STREET
EAST HARTFORD, CT 06108
Phone: 203 507-9886
E-Mail: edzynko@FOHCT.com

SPECIFICATION PROPOSAL

Description

Body Builder Package

MICKEY BODY BEVERAGE BODY DROP FRAME
PREP NO #1

Bright Work Packages

BRIGHT WORK PACKAGE 1 - CHROMED: AIR
INTAKE, GRILLE, HEADLIGHT BEZEL AND 14
INCH ROUND POLISHED AIR HORN

Vehicle Configuration

M2 106 PLUS CONVENTIONAL CHASSIS
2025 MODEL YEAR SPECIFIED
SET BACK AXLE - TRUCK
STRAIGHT TRUCK PROVISION, NON-TOWING
LH PRIMARY STEERING LOCATION

General Service

TRUCK CONFIGURATION
DOMICILED, USA 50 STATES (INCLUDING
CALIFORNIA AND CARB OPT-IN STATES)
CARB EMISSIONS CERTIFICATION NOT FOR
INITIAL REGISTRATION IN CALIFORNIA AND
CARB OPT-IN STATES -CARB CLEAN IDLE (6X4
INCH LABELS ON LOWER FORWARD DRIVER
DOOR)
PICKUP AND DELIVERY/SHORT HAUL SERVICE
CONSTRUCTION BUSINESS SEGMENT
GENERAL FREIGHT COMMODITY
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN
TRANSIT, IS SPENT ON PAVED ROADS
MAXIMUM 8% EXPECTED GRADE
SMOOTH CONCRETE OR ASPHALT PAVEMENT -
MOST SEVERE IN-TRANSIT (BETWEEN SITES)
ROAD SURFACE
MEDIUM TRUCK WARRANTY
EXPECTED FRONT AXLE(S) LOAD : 10000.0 lbs
EXPECTED REAR DRIVE AXLE(S) LOAD :
23000.0 lbs
EXPECTED GROSS VEHICLE WEIGHT CAPACITY
: 33000.0 lbs

Truck Service

BEVERAGE BODY, DROPPED FRAME RAIL TYPE

Prepared for:
Norwalk Fire Equipment Truck

Prepared by:
Ed Zynko
FREIGHTLINER OF HARTFORD
199 ROBERTS STREET
EAST HARTFORD, CT 06108
Phone: 203 507-9886
E-Mail: edzynko@FOHCT.com

Description

MICKEY BODY
EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE
FRAME "XX" INCHES : 32.0 in

Engine

CUM B6.7 325 HP @ 2400 RPM, 2600 GOV, 750
LB-FT @ 1800 RPM

Electronic Parameters

74 MPH ROAD SPEED LIMIT
CRUISE CONTROL SPEED LIMIT SAME AS ROAD
SPEED LIMIT
FUEL DOSING OF AFTERTREATMENT ENABLED
IN PTO MODE-CLEANS HYDROCARBONS AT
HIGH TEMPERATURES ONLY
REGEN INHIBIT SPEED THRESHOLD - 5 MPH

Engine Equipment

EPA 2010 GHG 2024/CARB 2024 ULTRALOW NOX
CONFIGURATION
STANDARD OIL PAN
ENGINE MOUNTED OIL CHECK AND FILL
SIDE OF HOOD AIR INTAKE WITH FIREWALL
MOUNTED DONALDSON AIR CLEANER
DR 12V 160 AMP 36-SI BRUSHLESS
QUADRAMOUNT PAD ALTERNATOR WITH
REMOTE BATTERY VOLT SENSE
(2) DTNA GENUINE, FLOODED STARTING, MIN
2000CCA, 370RC, THREADED STUD BATTERIES
BATTERY BOX FRAME MOUNTED
STANDARD BATTERY JUMPERS
SINGLE BATTERY BOX FRAME MOUNTED LH
SIDE UNDER CAB
WIRE GROUND RETURN FOR BATTERY CABLES
WITH ADDITIONAL FRAME GROUND RETURN
NON-POLISHED BATTERY BOX COVER
POSITIVE LOAD DISCONNECT WITH CAB
MOUNTED CONTROL SWITCH MOUNTED
OUTBOARD DRIVER SEAT
POSITIVE AND NEGATIVE POSTS FOR
JUMPSTART LOCATED ON FRAME NEXT TO
STARTER
PROGRESSIVE LOW VOLTAGE DISCONNECT AT
12.3 VOLTS FOR DESIGNATED CIRCUITS
CUMMINS TURBOCHARGED 18.7 CFM AIR
COMPRESSOR WITH INTERNAL SAFETY VALVE

Description

STANDARD MECHANICAL AIR COMPRESSOR
GOVERNOR
AIR COMPRESSOR DISCHARGE LINE
ELECTRONIC ENGINE INTEGRAL SHUTDOWN
PROTECTION SYSTEM
CUMMINS ENGINE INTEGRAL BRAKE WITH
VARIABLE GEOMETRY TURBO ON/OFF
RH OUTBOARD UNDER STEP MOUNTED
HORIZONTAL AFTERTREATMENT SYSTEM
ASSEMBLY WITH RH B-PILLAR MOUNTED
VERTICAL TAILPIPE
ENGINE AFTERTREATMENT DEVICE,
AUTOMATIC OVER THE ROAD REGENERATION
AND VIRTUAL REGENERATION REQUEST
SWITCH IN CLUSTER
INTEGRATED STACK AND B-PILLAR PIPE WITH
MINIMUM STACK PROTRUSION ABOVE CAB
STANDARD CURVE BRIGHT UPPER STACK(S)
RH CURVED VERTICAL TAILPIPE B-PILLAR
MOUNTED ROUTED FROM STEP
6 GALLON DIESEL EXHAUST FLUID TANK
100 PERCENT DIESEL EXHAUST FLUID FILL
LH MEDIUM DUTY STANDARD DIESEL EXHAUST
FLUID TANK LOCATION
AFT MOUNTED DIESEL EXHAUST FLUID PUMP,
OUTBOARD FOR 8.0 INCH CLEARANCE TO RAIL
WITH ABOVE RAIL ROUTING FOR 6 GALLON
DIESEL EXHAUST FLUID TANK, CUMMINS
ENGINES
STANDARD DIESEL EXHAUST FLUID TANK CAP
STAINLESS STEEL AFTERTREATMENT
DEVICE/MUFFLER/TAILOPIPE SHIELD
AIR POWERED ON/OFF ENGINE FAN CLUTCH
AUTOMATIC FAN CONTROL WITHOUT DASH
SWITCH, NON-ENGINE MOUNTED
CUMMINS SPIN ON FUEL FILTER
FULL FLOW OIL FILTER
700 SQUARE INCH ALUMINUM RADIATOR
ANTIFREEZE TO -34F, OAT (NITRITE AND
SILICATE FREE) EXTENDED LIFE COOLANT
GATES BLUE STRIPE COOLANT HOSES OR
EQUIVALENT
CONSTANT TENSION HOSE CLAMPS FOR
COOLANT HOSES
RADIATOR DRAIN VALVE

Description

LOWER RADIATOR GUARD
PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK
HEATER
CHROME ENGINE HEATER RECEPTACLE
MOUNTED UNDER LH DOOR
ALUMINUM FLYWHEEL HOUSING
ELECTRIC GRID AIR INTAKE WARMER
DELCO 12V 38MT HD STARTER WITH
INTEGRATED MAGNETIC SWITCH

Transmission

ALLISON 3500 RDS AUTOMATIC TRANSMISSION
WITH PTO PROVISION

Transmission Equipment

ALLISON VOCATIONAL PACKAGE 146 -
AVAILABLE ON 3000/4000 PRODUCT FAMILIES
WITH VOCATIONAL MODEL RDS
ALLISON VOCATIONAL RATING FOR ON/OFF
HIGHWAY APPLICATIONS AVAILABLE WITH ALL
PRODUCT FAMILIES
PRIMARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 6, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY
SECONDARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 6, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY
S1 PERFORMANCE PRIMARY SHIFT SCHEDULE,
AVAILABLE FOR 3000/4000 PRODUCT FAMILIES
ONLY
S1 PERFORMANCE SECONDARY SHIFT
SCHEDULE, AVAILABLE FOR 3000/4000
PRODUCT FAMILIES ONLY
2500 RPM PRIMARY MODE SHIFT SPEED
2500 RPM SECONDARY MODE SHIFT SPEED
2ND GEAR ENGINE BRAKE PRESELECT RANGE
WITH LESS AGGRESSIVE DOWNSHIFT
STRATEGY
2ND GEAR ENGINE BRAKE ALTERNATE
PRESELECT WITH MODERATE DOWNSHIFT
STRATEGY
FUEL SENSE 2.0 DISABLED - PERFORMANCE -
TABLE BASED
DRIVER SWITCH INPUT - DEFAULT - NO
SWITCHES
QUICKFIT BODY LIGHTING CONNECTOR UNDER
CAB, WITH BLUNTCUTS

Description

MAGNETIC PLUGS, ENGINE DRAIN,
TRANSMISSION DRAIN, AXLE(S) FILL AND
DRAIN
PUSH BUTTON ELECTRONIC SHIFT CONTROL,
DASH MOUNTED
TRANSMISSION PROGNOSTICS - ENABLED 2013
WATER TO OIL TRANSMISSION COOLER, IN
RADIATOR END TANK
TRANSMISSION OIL CHECK AND FILL WITH
ELECTRONIC OIL LEVEL CHECK
SYNTHETIC TRANSMISSION FLUID (TES-295
COMPLIANT)

Front Axle and Equipment

DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74
DROP SINGLE FRONT AXLE
MERITOR 16.5X5 Q+ CAST SPIDER HEAVY DUTY
CAM FRONT BRAKES, DOUBLE ANCHOR,
FABRICATED SHOES
NON-ASBESTOS FRONT BRAKE LINING
CONMET CAST IRON FRONT BRAKE DRUMS
FRONT BRAKE DUST SHIELDS
FRONT OIL SEALS
VENTED FRONT HUB CAPS WITH WINDOW,
CENTER AND SIDE PLUGS - OIL
STANDARD SPINDLE NUTS FOR ALL AXLES
HALDEX AUTOMATIC FRONT SLACK
ADJUSTERS WITH STAINLESS STEEL CLEVIS
PINS
TRW THP-60 POWER STEERING
POWER STEERING PUMP
2 QUART SEE THROUGH POWER STEERING
RESERVOIR
CURRENT AVAILABLE SYNTHETIC 75W-90
FRONT AXLE LUBE

Front Suspension

12,000# MONO TAPERLEAF FRONT
SUSPENSION
MAINTENANCE FREE RUBBER BUSHINGS -
FRONT SUSPENSION
FRONT SHOCK ABSORBERS

Rear Axle and Equipment

DETROIT DA-RS-23.0-4 23,000# R-SERIES
SINGLE REAR AXLE

Description

6.14 REAR AXLE RATIO
IRON REAR AXLE CARRIER WITH STANDARD
AXLE HOUSING
MXL 16T MERITOR EXTENDED LUBE MAIN
DRIVELINE WITH HALF ROUND YOKES
DRIVER CONTROLLED TRACTION
DIFFERENTIAL - SINGLE REAR AXLE
(1) DRIVER CONTROLLED DIFFERENTIAL LOCK
REAR VALVE FOR SINGLE DRIVE AXLE
INDICATOR LIGHT FOR EACH DIFFERENTIAL
LOCKOUT SWITCH, ENGAGE <5 MPH,
DISENGAGE >25 MPH
MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR
BRAKES, DOUBLE ANCHOR, FABRICATED
SHOES
NON-ASBESTOS REAR BRAKE LINING
BRAKE CAMS AND CHAMBERS ON REAR SIDE
OF DRIVE AXLE(S)
CONMET CAST IRON REAR BRAKE DRUMS
REAR BRAKE DUST SHIELDS
REAR OIL SEALS
BENDIX EVERSURE LONGSTROKE 1-DRIVE
AXLE SPRING PARKING CHAMBERS
HALDEX AUTOMATIC REAR SLACK ADJUSTERS
WITH STAINLESS STEEL CLEVIS PINS
CURRENT AVAILABLE SYNTHETIC 75W-90 REAR
AXLE LUBE

Rear Suspension

23,000# FLAT LEAF SPRING REAR SUSPENSION
WITH HELPER AND RADIUS ROD
SPRING SUSPENSION - NO AXLE SPACERS
STANDARD U-BOLT PAD WITH U-BOLTS
EXTENDED 1.00" LONGER THAN STANDARD
FORE/AFT CONTROL RODS

Brake System

AIR BRAKE PACKAGE
WABCO 4S/4M ABS WITH TRACTION CONTROL
WITH ATC SHUT OFF SWITCH
REINFORCED NYLON/FABRIC BRAID/WIRE
BRAID CHASSIS AIR LINES WITH 7' ADDITIONAL
COILED AT TRUCK CENTER
FIBER BRAID PARKING BRAKE HOSE
STANDARD BRAKE SYSTEM VALVES

Prepared for:
Norwalk Fire Equipment Truck

Prepared by:
Ed Zynko
FREIGHTLINER OF HARTFORD
199 ROBERTS STREET
EAST HARTFORD, CT 06108
Phone: 203 507-9886
E-Mail: edzynko@FOHCT.com

Description

STANDARD AIR SYSTEM PRESSURE
PROTECTION SYSTEM
STD U.S. FRONT BRAKE VALVE
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE,
NO REAR PROPORTIONING VALVE
WABCO SYSTEM SAVER HP WITH INTEGRAL
AIR GOVERNOR AND HEATER
WABCO OIL COALESCING FILTER FOR AIR
DRYER
AIR DRYER MOUNTED UNDER HOOD
STEEL AIR BRAKE RESERVOIRS MOUNTED
INSIDE RAIL
PULL CABLES ON ALL AIR RESERVOIR(S)

Wheelbase & Frame

6400MM (252 INCH) WHEELBASE
5/16X3.00X10-1/8 INCH STEEL FRAME
(7.94MMX257.2MM/0.312X10.13 INCH) 50KSI
STEEL FRAME L-INSERT (PARTIAL, BEVERAGE
PACKAGE)
TEM TO EVALUATE AND INSTALL FRAME RAIL
REINFORCEMENT AS NEEDED FOR FRONT
FRAME MOUNTED EQUIPMENT
2025MM (80 INCH) REAR FRAME OVERHANG
FRAME OVERHANG RANGE: 71 INCH TO 80
INCH
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) :
186.42 in
CALCULATED EFFECTIVE BACK OF CAB TO
REAR SUSPENSION C/L (CA) : 183.42 in
CALC'D FRAME LENGTH - OVERALL : 370.65 in
CALCULATED FRAME SPACE LH SIDE : 151.7 in
CALCULATED FRAME SPACE RH SIDE : 153.8 in
SQUARE END OF FRAME
FRONT CLOSING CROSSMEMBER
STANDARD WEIGHT ENGINE CROSSMEMBER
STANDARD CROSSMEMBER BACK OF
TRANSMISSION
STANDARD MIDSHIP #1 CROSSMEMBER(S)
STANDARD REARMOST CROSSMEMBER
STANDARD SUSPENSION CROSSMEMBER

Chassis Equipment

Description

THREE-PIECE 14 INCH CHROMED STEEL
BUMPER WITH COLLAPSIBLE ENDS
FRONT TOW HOOKS - FRAME MOUNTED
SINGLE LICENSE PLATE BUMPER MOUNTING
ON LH SIDE
FENDER AND FRONT OF HOOD MOUNTED
FRONT MUDFLAPS
HUCK-SPIN ROUND COLLAR CHASSIS
FASTENERS
EXTERIOR HARNESSES WRAPPED IN
ABRASION TAPE, SECONDARY COVERING, &
CONNECTOR PROTECTION
CLEAR FRAME RAILS FROM BACK OF CAB TO
FRONT REAR SUSPENSION BRACKET, BOTH
RAILS OUTBOARD

Fuel Tanks

50 GALLON/189 LITER SHORT RECTANGULAR
ALUMINUM FUEL TANK - LH
RECTANGULAR FUEL TANK(S)
POLISHING OF FUEL/HYDRAULIC TANK(S) WITH
PAINTED BANDS
FUEL TANK(S) FORWARD
PLAIN Z STYLE STEPS WITH AGGRESSIVE
EDGE ENHANCED TRACTION
CHROME FUEL TANK CAP(S)
DAVCO 245 FUEL/WATER SEPARATOR WITH 12
VOLT HEAT AND WATER IN FUEL SENSOR
EQUIFLO INBOARD FUEL SYSTEM
HIGH TEMPERATURE REINFORCED NYLON
FUEL LINE

Tires

MICHELIN X LINE ENERGY Z+ 295/75R22.5 16
PLY RADIAL FRONT TIRES
CONTINENTAL HDR2 ECO PLUS 295/75R22.5 16
PLY RADIAL REAR TIRES

Hubs

CONMET PRESET PLUS PREMIUM IRON FRONT
HUBS
CONMET PRESET PLUS PREMIUM IRON REAR
HUBS

Wheels

ALCOA ULTRA ONE 89U64X 22.5X9.00 10-HUB
PILOT 5.99 INSET ALUMINUM FRONT WHEELS

Prepared for:
Norwalk Fire Equipment Truck

Prepared by:
Ed Zynko
FREIGHTLINER OF HARTFORD
199 ROBERTS STREET
EAST HARTFORD, CT 06108
Phone: 203 507-9886
E-Mail: edzynko@FOHCT.com

Description

ALCOA ULTRA ONE 89U64X 22.5X9.00 10-HUB
PILOT 5.99 INSET ALUMINUM REAR WHEELS
POLISHED BOTH SIDES FRONT WHEELS WITH
DURA-BRIGHT FINISH
POLISHED OUTER AND INNER (DISHED SIDES)
REAR WHEELS WITH ALL DURA-BRIGHT FINISH
FRONT WHEEL MOUNTING NUTS
REAR WHEEL MOUNTING NUTS
NYLON WHEEL GUARDS FRONT AND REAR ALL
INTERFACES

Cab Exterior

106 INCH BBC FLAT ROOF ALUMINUM
CONVENTIONAL CAB
AIR CAB MOUNTING
QUICK RELEASE FASTENERS FOR UNDER CAB
COVER FOR BATTERY BOX ACCESS.
NONREMOVABLE BUGSCREEN MOUNTED
BEHIND GRILLE
2-1/2 INCH FENDER EXTENSIONS
LH AND RH EXTERIOR GRAB HANDLES WITH
SINGLE RUBBER INSERT
HOOD MOUNTED CHROMED PLASTIC GRILLE
CHROME HOOD MOUNTED AIR INTAKE GRILLE
FIBERGLASS HOOD
HOOD LINER, ADDED FIREWALL AND FLOOR
HEAT INSULATION
DUAL 14 INCH ROUND POLISHED AIR HORNS
DUAL ELECTRIC HORNS
DUAL HORN SHIELDS
REAR LICENSE PLATE MOUNT END OF FRAME
SWITCH, INDICATOR LIGHT AND WIRING FOR
(2) CUSTOMER FURNISHED BEACONS
LED HEADLIGHT ASSEMBLY AND
INCANDESCENT MARKER/TURN LAMP WITH
CHROME BEZEL
LED AERODYNAMIC MARKER LIGHTS
HEADLIGHTS ON WITH WIPERS, NO DAYTIME
RUNNING LIGHTS
INTEGRAL STOP/TAIL/BACKUP LIGHTS WITH 7
EXTRA FEET OF WIRE MOUNTED AT END OF
FRAME
STANDARD FRONT TURN SIGNAL LAMPS

Description

DUAL WEST COAST BRIGHT FINISH HEATED
MIRRORS WITH LED LIGHTS AND LH AND RH
REMOTE
DOOR MOUNTED MIRRORS
102 INCH EQUIPMENT WIDTH
LH AND RH 8 INCH BRIGHT FINISH CONVEX
MIRRORS MOUNTED UNDER PRIMARY
MIRRORS
STANDARD SIDE/REAR REFLECTORS
RH AFTERTREATMENT SYSTEM CAB ACCESS
WITH POLISHED DIAMOND PLATE COVER
COMPOSITE EXTERIOR SUN VISOR
63X14 INCH TINTED REAR WINDOW
TINTED DOOR GLASS LH AND RH WITH TINTED
OPERATING WING WINDOWS
RH AND LH ELECTRIC POWERED WINDOWS
1-PIECE BONDED HEATED WIPER PARK SOLAR
GREEN GLASS WINDSHIELD
2 GALLON WINDSHIELD WASHER RESERVOIR
WITH FLUID LEVEL INDICATOR, FRAME
MOUNTED

Cab Interior

ELITE TRIM PACKAGE
MIST CLOTH & CARBON VINYL INTERIOR
"ELITE"
CARBON WITH PREMIUM WOOD ACCENT
(ELITE)
MOLDED PLASTIC DOOR PANEL
MOLDED PLASTIC DOOR PANEL
BLACK MATS WITH SINGLE INSULATION
ASH CUP AND (1)LIGHTER, (1)12V POWER
OUTLET, (1)DASH MTD DUAL USB-C OUTLET
FORWARD ROOF MOUNTED CONSOLE
CENTER STORAGE CONSOLE MOUNTED ON
BACKWALL
LH AND RH KICKPLATES
DIGITAL ALARM CLOCK IN DRIVER DISPLAY
(2) CUP HOLDERS LH AND RH DASH
M2/SD DASH
2-1/2 LB. FIRE EXTINGUISHER
HEATER, DEFROSTER AND AIR CONDITIONER

Prepared for:
Norwalk Fire Equipment Truck

Prepared by:
Ed Zynko
FREIGHTLINER OF HARTFORD
199 ROBERTS STREET
EAST HARTFORD, CT 06108
Phone: 203 507-9886
E-Mail: edzynko@FOHCT.com

Description

STANDARD HVAC DUCTING WITH PRE-FILTER
FOR OUTSIDE AIR INTAKE
MAIN HVAC CONTROLS WITH RECIRCULATION
SWITCH
STANDARD HEATER PLUMBING
VALEO HEAVY DUTY A/C REFRIGERANT
COMPRESSOR
BINARY CONTROL, R-134A
PREMIUM INSULATION
SOLID-STATE CIRCUIT PROTECTION AND
FUSES
12V NEGATIVE GROUND ELECTRICAL SYSTEM
PREMIUM LED CAB LIGHTING
NO SECURITY DEVICE
ALL UNIT(S) KEYED ALIKE WITH CUSTOMER
SPECIFIED KEY NUMBER FT1014
KEY QUANTITY OF 3
LH AND RH ELECTRIC DOOR LOCKS WITH
AUTO UNLOCK FEATURE WHEN DOOR IS SET
FROM OPEN TO CLOSED POSITION
TRIANGULAR REFLECTORS WITHOUT FLARES
PREMIUM ISRINGHAUSEN HIGH BACK AIR
SUSPENSION DRIVERS SEAT WITH 2 AIR
LUMBAR, INTEGRATED CUSHION EXTENSION,
TILT AND ADJUSTABLE SHOCK
PREMIUM ISRINGHAUSEN HIGH BACK AIR
SUSPENSION PASSENGER SEAT WITH 2 AIR
LUMBAR, INTEGRATED CUSHION EXTENSION,
TILT AND ADJUSTABLE SHOCK
DUAL DRIVER AND PASSENGER SEAT
ARMRESTS
LH AND RH INTEGRAL DOOR PANEL ARMRESTS
BLACK CORDURA PLUS CLOTH DRIVER SEAT
COVER
BLACK CORDURA PLUS CLOTH PASSENGER
SEAT COVER
BLACK SEAT BELTS
ADJUSTABLE TILT AND TELESCOPING
STEERING COLUMN
4-SPOKE 18 INCH (450MM) LEATHER WRAPPED
STEERING WHEEL WITH CHROME SWITCH
BEZELS
DRIVER AND PASSENGER INTERIOR SUN
VISORS

Prepared for:
Norwalk Fire Equipment Truck

Prepared by:
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E-Mail: edzynko@FOHCT.com

Description
Instruments & Controls
CONFIGURABLE UPPER PANEL WITH INTEGRATED LOWER STORAGE
BRIGHT ARGENT FINISH GAUGE BEZELS
LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE
ELECTRONIC AIR RESTRICTION INDICATOR DISPLAYED IN DRIVER DISPLAY
87 DECIBELS TO 112 DECIBELS AUTOMATIC SELF-ADJUSTING BACKUP ALARM
ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY
DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
2 INCH ELECTRIC FUEL GAUGE
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
DIGITAL TRANSMISSION OIL TEMPERATURE IN DRIVER DISPLAY
ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
NO VEHICLE STABILITY ADVISOR OR CONTROL
ELECTRIC ENGINE OIL PRESSURE GAUGE
RAM MOUNT DEVICE PREP: INCLUDES PASS- THROUGH FOR WIRE
TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE
AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939
DASH MOUNTED RADIO

Prepared for:
Norwalk Fire Equipment Truck

Prepared by:
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FREIGHTLINER OF HARTFORD
199 ROBERTS STREET
EAST HARTFORD, CT 06108
Phone: 203 507-9886
E-Mail: edzynko@FOHCT.com

Description

(2) RADIO SPEAKERS IN CAB
AM/FM ANTENNA MOUNTED ON FORWARD LH
ROOF
POWER AND GROUND STUDS TOP OF DASH
PLUS POWER AND GROUND WIRING
PROVISION IN OVERHEAD CONSOLE
ROOF/OVERHEAD CONSOLE CB RADIO
PROVISION
STANDARD RADIO WIRING WITH STEERING
WHEEL CONTROLS
ELECTRONIC MPH SPEEDOMETER WITH
SECONDARY KPH SCALE, WITHOUT
ODOMETER
STANDARD VEHICLE SPEED SENSOR
ELECTRONIC 3000 RPM TACHOMETER
DETROIT CONNECT PLATFORM HARDWARE
3 YEARS DAIMLER CONNECTIVITY BASE
PACKAGE (FEATURES VARY BY MODEL)
POWERED BY DETROIT CONNECT
TMC RP1226 ACCESSORY CONNECTOR
LOCATED BEHIND PASSENGER SIDE
REMOVEABLE DASH PANEL
IGNITION SWITCH CONTROLLED ENGINE STOP
FOUR EXTRA HARDWIRED SWITCHES IN DASH,
ROUTE TO UNDER CAB, BLUNTCUT
HARDWIRE SWITCH #1, ON/OFF LATCHING, 20
AMPS IGNITION POWER
HARDWIRE SWITCH #2, ON/OFF LATCHING, 20
AMPS IGNITION POWER
HARDWIRE SWITCH #3, ON/OFF LATCHING, 20
AMPS IGNITION POWER
HARDWIRE SWITCH #4, ON/OFF LATCHING, 20
AMPS BATTERY POWER
PRE-TRIP INSPECTION FEATURE FOR
EXTERIOR LAMPS AND SERVICE BRAKES
(1) OVERHEAD MOUNTED LANYARD CONTROL
FOR DRIVER AIR HORN
DIGITAL TURBO AIR PRESSURE IN DRIVER
DISPLAY
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH
DRIVER DISPLAY
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR
WITH DELAY PROGRAMMED TO SLOWEST
SPEED WITH PARK BRAKE SET

Prepared for:
Norwalk Fire Equipment Truck

Prepared by:
Ed Zynko
FREIGHTLINER OF HARTFORD
199 ROBERTS STREET
EAST HARTFORD, CT 06108
Phone: 203 507-9886
E-Mail: edzynko@FOHCT.com

Description

ROTARY HEADLAMP SWITCH, MARKER
LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT
FOR OPTIONAL FOG/ROAD LAMPS

ONE VALVE PARKING BRAKE SYSTEM WITH
DASH VALVE CONTROL AUTONEUTRAL AND
WARNING INDICATOR

SELF CANCELING TURN SIGNAL SWITCH WITH
DIMMER, HEADLAMP FLASH,
WASH/WIPE/INTERMITTENT

INTEGRAL ELECTRONIC TURN SIGNAL
FLASHER WITH 40 AMP (20 AMP PER SIDE)
TRAILER LAMP CAPACITY

Color

CAB COLOR A: L5040EY RED PIERCE #80 ELITE
EY

BLACK, HIGH SOLIDS POLYURETHANE CHASSIS
PAINT

SUNVISOR PAINTED SAME AS CAB COLOR A

NO CAB/BODY EXTERIOR DECALS

STANDARD E COAT/UNDERCOATING

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES
CABS AND GLIDER KITS

Secondary Factory Options

CORPORATE PDI CENTER OPTION
INSTALLATION/MODIFICATION ONLY

HEAVY-DUTY REMOVABLE RUBBER SLUSH
CATCHING FLOOR MATS

Extended Warranty

CUMMINS ENGINE CARB COMPLIANT: B6.7 HD1 MD DTY 5 YEARS /
100,000 MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES

TC4: MD STANDARD 7 YEARS/100,000 MILES / 161,000 KM
EXTENDED TRUCK COVERAGE. FEX APPLIES

ALLISON 3500 RDS SERIES TRANSMISSION EXTEND WARRANTY, 5
YEARS/UNLIMITED MILES FEX

AXLES: MD STANDARD 5 YEARS/100,000 MILES/161,000 KM
EXTENDED COVERAGE

TOWING: 5 YEARS/UNLIMITED MILES/KM EXTENDED TOWING
COVERAGE \$1200 CAP FEX APPLIES

MICKEY TRUCK BODIES INC

1305 Trinity Ave., High Point NC 27261
1-800-334-9061 or 1-336-882-6806

Fax: 336-889-6712
www.MickeyBody.com
www.MickeyUsedTrucks.com



Contacts: Gary Remley/Corey Cornelius

All Quoted Prices Firm for 15 Days

Quotation**Load Bear Beverage Body**

Page: 1 of: 3

Date: 11/28/2023

Quote No.: Q4230/23

Quote For: FREIGHTLINER OF HARTFORD 222 ROBERTS ST EAST HARTFORD, CT 06108 ED ZYNKO Phone: 800-453-6967 Fax: Cust Id: Final User: NORWALK CT FIRE DEPT Contact Email:	No. of Bays: 10 Bay Depth: 45 Door Hgt: 92/67 Model: BB105DC82277 OAL: 280 Range: (4230/23 - 4230/23) FOB req'd: 191.5 C/A req'd: 199.5 Bay Widths: 48-48-48-69-48 Bay Configuration:  Decals not included
--	---

Features for Base Item: 1001020
All aluminum uni-body construction
Adjustable all weather locking system
Heavy duty all aluminum bumper
One-piece rivetless aluminum skins

Mickey 12 year warranty
One piece integrally stiffened structural floor
Structural "sleeve fitted" corner and gusset casting
PPG 6 step paint process with urethane topcoat

Match Body: N
Match Cab: Y
Paint Cab: N
Paint Cab Wheels: Y
Paint Unit: Y
Paint Unit Wheels: N
Spray Mask: N
Decal: N
Hand Paint: N
Door Lettering: N

Paint Item#: 8000488 RED-B PAINT BODY ONE COLOR RED

Paint Notes & Instructions:

*PAINT BODY RED TO MATCH CAB *CAB PAINT NOT INCLUDED *NO DECAL OR DECAL INSTALLATION INCLUDED

Misc. Notes:
edzynko@FOHCT.com

CopyOrder copy of Q4224/23 on 11/16/2023.

Chassis Make: FREIGHTLINER	VIN:	Due Date
Model: M2	C.A.: 186	Wheel Base:
Dealer:		

Deliver: Yes	Delivery Miles: 679
To: 222 ROBERTS ST; EAST HARTFORD, CT 06108	

Invoice:

List Price:	\$63,735.00
Less 20%:	\$12,747.00
Total Each:	\$50,988.00
Units:	1

Misc. Order Charge:
*Amount To Be Invoiced: \$50,988.00

See "Standard and Customer
Ordered Options" on next page.

Contractual Acknowledgement:

Payment is due after unit is completed. Payment shall not be delayed if unit cannot be completed due to work delays caused by late chassis, tractor, decal shipment or other arrangements made by purchaser. It is agreed that this quotation, together with the specifications, prices and Mickey Truck Bodies Inc. Standard Terms & Conditions of Sale are satisfactory. *The quoted prices do not include applicable sales tax or third party charges for duties, taxes or surcharges.

Storage fees will be applied to all completed units that are deemed "Customer Pick-Up" that remain on the dispatched yard not picked up within thirty(30) days of "Customer" being notified. The assessed fee will be \$10.00 per day until the completed unit is picked up.

Mickey Truck Bodies, Inc. reserves the right to increase the quoted price if cost of materials necessary for production and completion of the quoted goods increases prior to production initiating.

Approved By: _____ PO#: _____

Date: _____

Form: OrderPrint_BB

MICKEY TRUCK BODIES INC

1305 Trinity Ave., High Point NC 27261
1-800-334-9061 or 1-336-882-6806

www.MickeyBody.com
www.MickeyUsedTrucks.com



Contacts: Gary Remley/Corey Cornelius
All Quoted Prices Firm for 15 Days

Quotation

Load Bear Beverage Body

Page: 2 of: 3

Date: 11/28/2023

Quote No.: Q4230/23

Option #	Description	Qty	Amount
7000012	B-MIE Build Unit 102 Wide 45" Deep	1	
7005600	B-INE Isolate Bays From Std Bays Notes: ISOLATE #5 BAY FROM #4 BAY. ISOLATE SIDE WALLS OF REAR COMPARTMENT FROM 21" DEEP SIDE COMPARTMENTS.	2	
7010000	B-CHE Chassis Drop w/Spring Suspension	1	
7015600	B-CHE D/S Extend CA 0"-29" Notes: EXTEND CHASSIS FROM 186" TO 199.5" AS REQUIRED FOR BODY. IF CHASSIS ARRIVES WITH DIFFERENT CA; ADDITIONAL CHARGES MAY APPLY.	1	
7029200	B-MVE HazMat Step Bumper Rear(embossedTP	1	
7039200	B-FLE Floor Close Out - Body - 10 Bay	1	
7040300	B-DRS Handle Key Locking (#1250)	1	
7040310	B-DRS Locking Handle Weather Covers	1	
7080900	B-MIE Adder Per Inch Body Notes: OVERALL LENGTH OF BODY IS 280"	3	
7200109	B-MIE Safety Reflectors Triangle 3-Kit	1	
7200110	B-MIE FireExtinguisher5lbULRating3A:40BC	1	
7201737	B-CHE ABS Brakes-Chas Prep for Bev/CA Notes: CHASSIS MUST ARRIVE AT MICKEY WITH 7' ADDITIONAL ABS CABLE; MICKEY WILL NOT SPLICE INTO ABS CABLE	1	
7202537	B-FLE Floor Pitch Change 0" Flat Floor Notes: ALL BAYS TO BE FLAT FLOORS.	1	
7204137	B-MIE Weigh Unit @ City Transfer-Mounted	1	
7206080	B-MIE Big Foot Non-Slip Rails/Bay Notes: ALL BAYS	10	
7207060	B-HCE Height Change 92/67 /Unit Notes: DOOR OPENINGS TO BE 82"/57. TRUE HEIGHT 92"	1	
7207532	B-MIE Recessed Blk Plastic Hand Grip Ea. Notes: ALL PARTITIONS.	8	
7212654	B-MIS Round Fender Well ILO Mickey STD	1	
7213548	B-CHE RR Chassis Reinf-12"or Less Engage	1	
7214094	B-BSE Rear Door RollUp 52"W x 82"H	1	
7215005	B-MIE Recess Front Wall For DEF TankPump	1	
7400292	B-ELE Chassis Adapter Freightliner 2	1	
7990001	B-ZRF "Red Flag" #1 Notes: OAH CANNOT EXCEED 11'	1	

23 Options

Total Options Amount

MICKEY TRUCK BODIES INC

1305 Trinity Ave., High Point NC 27261
1-800-334-9061 or 1-336-882-6806

**Quotation****Load Bear Beverage Body**

Page: 3 of: 3

Date: 11/28/2023

Quote No.: Q4230/23

www.MickeyBody.com
www.MickeyUsedTrucks.com

Contacts: Gary Remley/Corey Cornelius
All Quoted Prices Firm for 15 Days

Option #	Description	Qty	Amount
----------	-------------	-----	--------

Standard Specifications Included in Price:

Padlocking lock handles
Electric Backup Alarm
LED Lights
Intermediate Handel Panel
Weather sealed wiring harness
Additional high mounted stop and turn lights
Aluminum step bar at wheelhouse
Weather Stripping Rollup Bay Doors
Snow Plugs Intermediate & Bottom Handle Panel

******* IMPORTANT CHECKLIST *******

1. Tire Size: _____
2. Is chassis suspension spring or air ride? _____
3. Does chassis have a clean frame? (i.e., fuel tanks, air tanks, air dryers, ABS modules, battery boxes, inboard fuel tanks): _____
4. Muffler status: Orientation - Traverse _____ Longitudinally _____ Stack or No Stack _____
5. ABS brakes: Chassis for drop frame bodies require ABS cable to be 6 feet longer than required effective C/A for mounting body.
6. Driveline must have swing diameter of 7 inches or less. SPL90 or 1610 series are satisfactory. Driveline model# _____
7. Minimum after frame of 45 inches (from center line of rear axle)
8. A minimum of 80K PSI Frame Rails are required on all chassis drop frame orders. (This includes rear-only drop frame chassis also.)

The checklist shown above indicates standard beverage chassis specifications, but does not certify complete compatibility.
Other additional work not shown above or other unforeseen interference could incur additional charges.

CITY OF NORWALK
PURCHASING DEPARTMENT



SEALED BIDS MUST BE RECEIVED BY THE OFFICE OF THE PURCHASING AGENT, 125 EAST AVENUE
NORWALK, CT 06856 BY THE DATE AND TIME OF BID OPENING

PROJECT NUMBER:	4305
REQUESTING DEPARTMENT:	Recreation & Parks
DATE OF BID ISSUANCE:	07/26/2023
TITLE OF BID:	Tennis-Pickleball and Basketball Court Renovations
RFI/QUESTION DEADLINE:	2:00 PM 08/07/2023
ELECTRONIC SUBMISSION DEADLINE:	2:00 PM 08/18/2023
HARD COPY SUBMISSION DEADLINE:	2:00 PM 08/21/2023
MANDATORY WALKTHROUGH:	YES () NO (X)
DATE, TIME AND LOCATION OF WALKTHROUGH	N/A
TIME/DATE OF BID OPENING:	2:00 PM 08/21/2023
BID DEPOSIT REQUIRED: IF YES, AMOUNT REQUIRED	YES (X) NO () 10%
SUCCESSFUL BIDDERS ONLY: PERFORMANCE & PAYMENT BOND REQUIRED: IF YES, AMOUNT REQUIRED	YES (X) NO () 100%
SUCCESSFUL BIDDERS ONLY: MAINTENANCE BOND REQUIRED:	YES (X) NO ()

ALL TERMS AND CONDITIONS, SPECIFICATIONS AND BID FORMS ARE ATTACHED HERETO.

NOTE: THE FOLLOWING DOCUMENTS WILL BE REQUIRED FOR A BID TO BE COMPLIANT

1. BIDDER'S INFORMATION AND ACKNOWLEDGEMENT FORM
2. BID FORMS, INCLUDING PRICING SHEETS AND ADDENDA ACKNOWLEDGMENT FORMS **(ONE ORIGINAL PLUS TWO (2) COPIES)**
3. EXCEPTIONS (IF ANY)

CITY OF NORWALK
PURCHASING DEPARTMENT
NOTICE TO BIDDERS

1. ALL BIDS WILL BE OPENED PROMPTLY AT THE ADVERTISED TIME OF OPENING. THERE WILL BE NO DELAYS OR POSTPONEMENTS WHICH ARE NOT PUBLICLY ADVERTISED. ANY BID RECEIVED AFTER THE ADVERTISED TIME OF OPENING WILL NOT BE ACCEPTED.
2. IF A BIDDER USES A COURIER SERVICE FOR BID DELIVERY, IT SHALL BE THE BIDDER'S RESPONSIBILITY THAT THE BID REACHES THE PURCHASING DEPARTMENT BY THE DATE AND TIME SPECIFIED HEREIN.
3. ALL BIDS SUBMITTED TO THE CITY MUST BE IN A CLEARLY MARKED AND SEALED ENVELOPE. **REFERENCE THE PROJECT NUMBER ON THE OUTSIDE OF THE ENVELOPE.**
4. OBLIGATION OF BIDDERS:
 - a. AT THE TIME OF OPENING BIDS, EACH BIDDER SHALL BE PRESUMED TO HAVE INSPECTED THE SITES AND TO HAVE MADE HIM/HERSELF THOROUGHLY FAMILIAR WITH THE PLANS AND CONTRACT DOCUMENTS, INCLUDING ALL ADDENDA. THE FAILURE OR OMISSION OF ANY BIDDER TO RECEIVE OR EXAMINE ANY FORM, INSTRUMENT OR DOCUMENT SHALL IN NO WAY RELIEVE ANY BIDDER FROM ANY OBLIGATION IN RESPECT TO THEIR BID.
 - b. EACH BIDDER MUST FULLY INFORM HIM/HERSELF OF THE CONDITIONS RELATING TO THE WORK WHICH WILL BE PERFORMED. FAILURE TO DO SO WILL NOT RELIEVE THE SUCCESSFUL BIDDER OF HIS/HER OBLIGATION TO FURNISH ALL LABOR AND MATERIALS NECESSARY TO CARRY OUT THE PROVISIONS OF THE CONTRACT DOCUMENTS AND TO COMPLETE THE CONTEMPLATED WORK. IN AS MUCH AS POSSIBLE, THE CONTRACTOR MUST, IN CARRYING OUT HIS/HER WORK, EMPLOY SUCH MEANS AND METHODS AS WILL NOT CAUSE ANY INTERRUPTIONS OR INTERFERENCE WITH THE WORK OF ANY OTHER CONTRACTOR.
5. TIME IS OF THE ESSENCE (IF APPLICABLE):
 - a. IF THE PROJECT IS NOT COMPLETED BY THE DATE SPECIFIED AS THE SUBSTANTIAL COMPLETION DATE IN THE CONTRACT ENTERED INTO BY THE CITY AND THE CONTRACTOR, THE CONTRACTOR WILL BE SUBJECT TO CONSEQUENTIAL AND/OR LIQUIDATED DAMAGES.

CITY OF NORWALK

PURCHASING DEPARTMENT

GENERAL INFORMATION

1.1 INTRODUCTION

The City of Norwalk is requesting bids for Tennis-Pickleball and Basketball Court Renovations. The budget for this project is \$375,000.00. The requirements of this project are outlined in greater detail under Section 2 Scope of Work/Project Specifications.

1.2 BID DOCUMENTS

All Bid documents for this invitation are available over the internet at <http://www.norwalkct.gov>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe.

1.3 ADDENDA

All addenda, if issued will be available over the internet at <http://www.norwalkct.gov>. We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the bid deadline. It is the responsibility of the bidder to check for issuance of any addenda.

1.4 BIDDER'S LIST

Bidder's list for this solicitation will not be published.

1.5 QUESTIONS CONCERNING THIS BID

All questions concerning this solicitation must be directed, via e-mail, to Carleen Megaro, Buyer at cmegaro@norwalkct.gov. The deadline for the submission of questions is 2:00 pm, August 7, 2023.

1.6 SUBMISSION OF BID

The City of Norwalk is requesting electronic submission along with hard copy submission. All participants are **required to submit both** by the said date and time. Hard copy submission must match the electronic submission and will be the official accepted submission. The City of Norwalk has the right to reject any submission that does not meet this criteria.

All sealed electronic submissions must be submitted in Bonfire no later than August 18, 2023, at 2:00PM.

All sealed hard copy Bids should be submitted to the City of Norwalk's Purchasing Department no later than August 21, 2023 at 2:00 PM at the address listed below:

City of Norwalk Purchasing Department
125 East Avenue, Room 211
Norwalk, CT 06856-5125

CITY OF NORWALK

PURCHASING DEPARTMENT

1.7 SUMMARIES

A list of the proposing firms will be available any time after 5:00 pm on the day of the opening at [Purchasing-Bid Postings](#). Results will not be provided over the phone.

SPECIAL NOTES:

- 1.) **PROJECT SCHEDULE:** Begin March 1, 2024 and complete by May 15, 2024.
- 2.) **BUILDING PERMITS** - Contractors shall obtain and pay for all required permit(s) for this project. Permits fees are NOT waived for this project.
- 3.) References to Department of Public Works, Director of Public Works, and Engineer in section 3 and section 4 are to be interpreted as "Owner's designated representative".
- 4.) Section 4, Item 109-04-2b, page 79, Contractor Charges is changed to read "...profit and overhead shall be figured at fifteen (15) percent unless some other basis is approved by the Director."
- 5.) Section 3.8, Liquidated Damages, change to read "Liquidated damages as defined in Article 27 of the Norwalk General Conditions for Construction will be \$100.00 per day.
- 6.) Contractors are hereby reminded that all submitted bid amounts MUST include all costs/insurance premium required to satisfy the various insurance limits as identified in these documents.
- 7.) Contractors are hereby advised that the determination of the lowest responsible bidder will be based on the Sum of the Base Bid(s) plus one of the two Alternates, either Alternate 1 or Alternate 2, chosen by the City in its best interest. Said determination by the City would be final.
- 8.) **Prevailing Wage Rates** shall apply to these services. All labor required for this project shall comply with the State of Connecticut. A copy of the State of Connecticut prevailing wage rates is included or to be provided via bid addendum prior to bid opening as a component of this solicitation. See Section 5 for this information.
- 9.) **Prevailing Wages Projects:** It is a requirement to submit certified payroll at minimum weekly.
- 10.) **IMPORTANT Submission Information:** As of 08/10/2020, a new interior Customer Service window opened inside City Hall that will help serve the public during the ongoing COVID-19 pandemic. The window is staffed by Customer Service representatives Monday – Friday from 9 a.m. – 3:00 p.m. If you are planning to use the Customer Service window to drop off your submission, it is recommended to drop off the submission as early as possible since the team will be serving other customers.

It is still recommended to use a courier service (i.e. FedEx, UPS, USPS, DHL, etc.) to deliver the submission to the above address by the due date and time.
- 11.) **Public Opening:** Per the [City of Norwalk Purchasing Guidelines](#) , Bids shall be opened publicly by the Purchasing Agent or his designee, in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. The amount of

CITY OF NORWALK PURCHASING DEPARTMENT

each bid, and such other relevant information as may be specified by the bid, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection. If you wish to hear the bid/RFP opening, please join us through a teleconference.

Access Number: (866) 640-4044 or (678) 302-3554

Participant Code: 968 704

The City of Norwalk is an Affirmative Action/Equal Opportunity Employer; Minority/Women's Business Enterprises are encouraged to apply

**CITY OF NORWALK
PURCHASING DEPARTMENT**

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INVITATION TO BID

SECTION 1 FORMS OF PROPOSAL

- 1.1 RESPONSE FORMS
- 1.2 BIDDERS QUALIFICATIONS
- 1.3 CITY OF NORWALK VENDOR RECORDS
- 1.4 INSURANCE
- 1.5 CITY OF NORWALK VENDOR QUESTIONNAIRE – IT INFORMATION SECURITY
- 1.6 SAMPLE CONTRACT
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SECTION 2 – PROJECT SPECIFICATIONS/SCOPE OF WORK

SECTION 3– GENERAL BIDDING INFORMATION

SECTION 4 GENERAL CONDITIONS FOR CONSTRUCTION

SECTION 5– PREVAILING WAGE RATE

SECTION 5.1 – NORWALK LIVING WAGE ORDINANCE INFORMATION

CITY OF NORWALK
PURCHASING DEPARTMENT

SECTION 1 – FORMS OF PROPOSAL

**CITY OF NORWALK
PURCHASING DEPARTMENT
BIDDER'S INFORMATION AND ACKNOWLEDGMENT FORM**

Hinding Tennis LLC
Bidder's Name

57 E Industrial Road
Street Address

Branford	CT	06405
City	State	Zip

Business Telephone: 203-285-3055

Email Address: tom@hindingtennis.com

Thomas Hinding-Owner
Printed Name and Title of Individual Submitting Bid

The undersigned acknowledges that the terms, conditions and specifications of this bid are understood and unconditionally accepted.	
<i>Thomas P Hinding</i>	8/17/23
Signature	Date

CITY OF NORWALK
PURCHASING DEPARTMENT

Exceptions: Note any vendor(s) responding to this proposal shall indicate any/all exceptions (if any) taken to language in this proposal. BIDDERS MAY NOT TAKE EXCEPTION TO SUBSTANTIVE TERMS OF STANDARD CONTRACT FORMS PROVIDED IN THE RFP/RFQ/ITB. Exceptions must be declared below in order to be considered by the City:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 RESPONSE FORM

Vendor Name - Hinding Tennis LLC		
Address - 57 E Industrial Road Branford, CT 06405		
Phone - 203-285-3055	Fax - NA	Email - tom@hindingtennis.com
Manager - Thomas Hinding		Fed ID# 06-1610476

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied himself as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

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

The undersigned further agrees, in case of variations of quantities from those shown or specified, the following unit prices will be used in adjusting the contract price. If quantities are authorized by the City, the following amount will be added to the contract as required. Unless otherwise noted, each UNIT PRICE shall include all equipment, tools, labor, permits, fees, etc., incidental to the installation and completion of the work involved.

It is further understood and agreed that all the information included in, and attached to, or required by the Request for Bid shall become public record upon delivery to the City.

- The following unit prices shall apply to this project:

NOTE: See Section 2 Scope of Work/Project Specification for what needs to be done at each site

PROJECT SITE		SITE COST
A	Ludlow Park, Gregory Blvd., Norwalk CT	\$ 229,999.00
B	Norwalk Senior Center, 11 Allen Rd., Norwalk, CT	\$ 199,995.00
C	TOTAL Lump Sum (sites A thru B)	\$ 429,994.00
Total Lump Sum (sites A thru B) In writing: four hundred twenty nine thousand nine hundred ninety four dollars and zero cents		

CITY OF NORWALK

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Each ALTERNATE ITEM shall include all equipment, tools, labor, permits, fees, etc., incidental to the installation and completion of the work involved. The following alternate items may apply to this project:

PROJECT SITE			SITE COST
D	Alternate 1	Fitch Park, 75 Strawberry Hill Ave., Norwalk, CT – (Asphalt)	\$ 199,900.00
PROJECT SITE			SITE COST
E	Alternate 2	Fitch Park, 75 Strawberry Hill Ave., Norwalk, CT – (Post Tension Concrete)	\$ 289,000.00

2.

Bid Security in the form of a (check one) is attached.		Bond X		Certified Check
Cost for performance bond <u>included in lump sum</u>	\$ 3%	per thousand dollars		

Submitted by:

Print Name of Authorized Agent of Company	Thomas Hinding
Signature of Authorized Agent of Company	<i>Thomas P Hinding</i>
Date	8/17/23

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

Addendum #	1	Dated	8/7/23	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

CITY OF NORWALK

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1.2 STATEMENT OF BIDDERS QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1.	Number of years in business:	29	
2.	Number of personnel employed:	Part Time	Full Time
			50

3. List projects of this type/size your firm has completed within the last three (3) years:

Project	Date	Contact Person	Phone No.
Town of South Windsor	9/25/22	John Caldwell	860-836-1372
Town of Trumbull	8/25/22	Dmitri Paris	203-650-6804
Town of Cromwell	6/30/22	Bill Russo	860-632-3414
Town of West Haven	9/10/21	Ken Carney	203-530-0006

4. **SUBCONTRACTORS:** If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also, indicate the portion or section of work a subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE	PORTION/SECTION OF WORK
Norconn Flatwork	36 Little Punkup Road Oxford, CT 06478	Ryan Ayers	203-305-5551	Flat Work
MRF Fence	112 Long Hill Road Clinton, CT 06413	Marc Rook	203-530-1361	Fence
G Pic and Sons	225 Knowlton St Bridgeport, CT 06608	Guido Picarazzi	203-334-2300	Removal of fence and footings

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5. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)		general partnership
		limited partnership
	X	limited liability corporation
		limited liability partnership,
		corporation doing business under a trade name
		individual doing business under a trade name
		other (specify)

6. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	<u>Connecticut corporations</u> - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No		
		X			
	<u>Out-of-State corporations</u> - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No		
7. CT LICENSE/REGISTRATION NUMBER	HIC 0574832				
8. Is your local organization an affiliate of a parent company? If so, indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:					
Business Name					
Address					
City		State		Zip	
Name of Agent					

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

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A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

9. The awarded contractor may be required to submit one copy of the following information relative to its company's financial statements prior to contract signing. This information must represent the current circumstance which surrounds the financial position of the bidding organization. Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

10. Identify your businesses' supplier diversity classification and provide certification:

DIVERSITY CLASSIFICATION	CHECK ALL THAT APPLY
Women Business Enterprise (WBE)	
Minority Business Enterprise (MBE)	
Disadvantage Business Enterprise (DBE)	
Veteran-owned Small Business (VOSB)	
Small Business (SBE)	
Other (please explain)	

CITY OF NORWALK PURCHASING DEPARTMENT

1.3 CITY OF NORWALK VENDOR RECORDS

If you have not done business with the City of Norwalk as a vendor, your business information needs updating or your vendor record has not been updated over three (3) years. Please complete and include the latest Internal Revenue Service (IRS) W-9 Form with your submission. Here is the URL to the IRS website: <https://www.irs.gov/forms-pubs/about-form-w-9>

1.4 INSURANCE

Insurance Agency Name: HD Segur	Tel: 203-699-4527
Agency Address: 10 Research Parkway Ste 400 Wallingford, CT 06492	Email: kjt@hdsegur.com

1.5 CITY OF NORWALK VENDOR QUESTIONNAIRE – IT INFORMATION SECURITY

City of Norwalk Vendor Questionnaire

IT Information Security

Rev 8.4.22

1. **Third-Party Contact Information** (please provide the POC for follow-up questions to this questionnaire):
Vendor Name, Address, Point-of-Contact Name, Phone Number and Email

2. **Description of Services/Products:** Please provide a detailed description of services/products your organization aims to provide to the City?

3. **System and Equipment Access:** Will your organization use your own systems and equipment to perform the services, or will your organization need access to the City's systems, equipment and network? (Yes or No, If Yes, please explain)

YES ☐ NO ☐

4. **Description of Data:** Are you using data from the City in order provide the services/product to the City (Yes or No, if Yes proceed to 3.1)

a. What data is needed to provide the services/products to the City?

Example: Name, Social Security Number, Trade Information, Source Code, Payroll or Accounts Payable data, student or patient data, Law Enforcement data, any Personally Identifiable Information (PII), etc.

YES ☐ NO ☐

If your answers to Questions 3 and 4 are BOTH “NO”, thank you for completing the IT Information Security Questionnaire.

If one or both questions are “YES”, please complete the remaining questions.

5. **Office Locations:** How many office locations does your organization have? *Please include the locations of your organization.*

6. **Data Center Locations:** How many data centers does your organization utilize to provide services/products to the City? *Please include the locations of the data centers utilized by your organization.*

7. **Business Entity:** What is your business entity type?
**Example: Sole Proprietorship, Partnership, C Corporation, S Corporation, Limited Liability Corporation (LLC), Limited Liability Partnership (LLP)*

8. **How many employees and contingent workers do you have in your organization?**
1-10 ☐ 10-50 ☐ 50-100 ☐ 100-500 ☐ 500-1000 ☐ 1000 or more ☐

9. **Physical Access:** Does your organization need to be onsite or offsite to provide services/products to the City?
YES ☐ NO ☐

10. **Access to Data:** How is your organization accessing City data?

**Example: Is the data supposed to be sent to your organization via email or will the data need to be uploaded to an application?*

**Note: For third-parties that are providing an application to perform the services, please specify whether the application will be an internally hosted solution, cloud-based solution (i.e. SaaS, IaaS, PaaS), or a traditional web-based application (i.e. eBay, WebEx, online banking application)*

11. **Data Storage:** Does your organization outsource data storage or does your organization utilize its own databases to store data? Does your organization store data outside of the United States?

YES ☐ NO ☐

12. **Segregation of Data:** Does your organization's database structure allow segregation of sensitive client data?

YES ☐ NO ☐

13. **Independent Attestations:** Does your organization have independent attestations such as (i.e. ISO 27001, SSAE-18 SOC-1, SOC-2, PCI- DSS, ISO 9001)?

14. Information Security

a. Does your organization have written information security policies and procedures (WISP)?

YES ☐ NO ☐

b. How often are the information security policies and procedures reviewed and updated?

c. Who in the organization is responsible for reviewing and updating the information security policies and procedures?

d. Does your organization have privacy policies and procedures?

YES ☐ NO ☐

e. How often are the privacy policies and procedures updated?

f. Who in the organization is responsible for reviewing and updating the privacy policies and procedures?

g. What methods of encryption are utilized for data at rest and in transit?

h. Are the encryption methods utilized FIPS 140-2 approved?

YES ☐ NO ☐

i. Does your organization utilize firewalls to filter incoming data and information from the internet into your company network?

YES ☐ NO ☐

j. Does your organization perform penetration testing at least once per year to determine if unauthorized access to the computer network and malicious activity is possible externally?

YES ☐ NO ☐

k. Does your organization perform vulnerability testing at least once per year in order to identify vulnerabilities within the internal network?

YES ☐ NO ☐

l. Does your organization perform background checks on employees and contingent workers prior to onboarding them? Describe the nature of these background checks (i.e., criminal, credit, international, etc.).

YES ☐ NO ☐

m. Does your organization utilize multi-factor authentication?

YES ☐ NO ☐

n. Does your organization utilize scan cards or biometric scans to grant employees and contingent workers access to the building and data centers where data is stored?

YES ☐ NO ☐

o. If offering a technology product, does the organization utilize software development life cycle (SDLC) or Agile to build and maintain technological product?

YES ☐ NO ☐

p. Does the technological product undergo information security testing and quality assurance testing prior to deployment?

YES ☐ NO ☐

q. Does the Vendor provide annual Cybersecurity Awareness training to their employee?

YES ☐ NO ☐

r. Does the Vendor provide annual phishing simulations for their employee?

YES ☐ NO ☐

s. Have users been educated on how to report suspected security violations or vulnerabilities?

YES ☐ NO ☐

t. Does the Vendor have an employee identified as the Chief Information Security Officer?

YES ☐ NO ☐

u. Are all the Vendor laptops encrypted?

YES ☐ NO ☐

v. Are all Vendor computers (workstations, notebooks) required to join the Company's domain and receive Group Policies?

YES ☐ NO ☐

w. Does the Vendor meet the NIST 800-63 password guidelines?

YES ☐ NO ☐

15. Risk Management

- a. Does your organization have an enterprise risk management framework implemented at your organization?
YES ☐ NO ☐

- b. Does your organization have documented enterprise risk management policies and procedures?
YES ☐ NO ☐

- c. Who in the organization is responsible for reviewing the enterprise risk management policies and procedures?

- d. Does your organization utilize an outside third-party to provide services/products to the client?
YES ☐ NO ☐

- e. Does your organization have a third-party risk management program (TPRM)?
YES ☐ NO ☐

f. Does your organization include right-to audit clauses in contracts with third parties?

YES ☐ NO ☐

g. Does your organization have a certificate of insurance (COI)? *Please attach a copy of your COI.*

YES ☐ NO ☐

Business Continuity/Disaster Recovery

a. Does your organization have a business continuity plan?

YES ☐ NO ☐

b. How often is the business continuity plan updated?

c. Does your organization conduct business continuity tests once per year?

YES ☐ NO ☐

d. Does your organization have a disaster recovery plan?

YES ☐ NO ☐

e. How often is the disaster recovery plan updated?

f. Does your organization conduct disaster recovery tests once per year?

YES ☐ NO ☐

g. Does your organization have business continuity and/or disaster recovery sites?

YES ☐ NO ☐

h. Are the business continuity/disaster recovery sites located in the United States or outside the United States? *Please include the locations of business continuity/disaster recovery sites?*

YES ☐ NO ☐

CITY OF NORWALK
PURCHASING DEPARTMENT

1.6 SAMPLE CONTRACT

“The following document is the City’s standard construction services contract. Please be advised that the substantive terms and requirements outlined therein may be revised only with the approval of Norwalk’s Corporation Counsel.”

**CITY OF NORWALK
CONTRACT FOR CONSTRUCTION SERVICES
WITH «VendorName»
«Project»**

This Contract entered into this _____ day of _____, 2019, by the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter referred to as "CITY"), acting by and through «ContractAuthorizer», its «ContractAuthorizerTitle», duly authorized, and «VendorName», a corporation organized and existing under the laws of the State of Connecticut with an office and principal place of business located at «VendorAddress1» «VendorAddress2», «VendorCity», «VendorState» «VendorZip», acting herein by «VendorAuthorizer», its «VendorAuthorizerTitle», duly authorized (hereinafter the "CONTRACTOR").

WITNESSETH: That the CITY and CONTRACTOR, for the consideration hereinafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE

The CONTRACTOR shall (a) furnish all the materials, machinery, implements, tools, labor, services, and other items of every kind (the “Work”) using its best skill and attention required to perform and complete in the most substantial and workmanlike manner the project generally identified as «Project» (hereinafter the “Project”). The Work shall be performed in strict compliance with the City of Norwalk Department of Public Works General Provisions; the general and technical specifications and conditions of contract; the Project Plans; Special Conditions and Addenda; State Labor Department minimum wage rates; any addenda to the specifications; and all requirements of the Contract Documents, as defined herein.

The CITY will compensate the CONTRACTOR for the satisfactory completion of the Project and of all of the CONTRACTOR's duties, obligations and responsibilities under this Contract, subject to additions and deductions as herein provided, the total sum of «ContractBudgetInEnglish»(\$«ContractBudget») in the manner set forth herein and the Contract Documents.

The Project shall be performed in accordance with the true intent and meaning of the Contract Documents without any expense of any nature whatsoever to the CITY exceeding the compensation stated herein. The CONTRACTOR’s Work hereunder shall be overseen by «VendorAuthorizer», its duly authorized «VendorAuthorizerTitle».

The CONTRACTOR hereby represents that it has carefully examined and understands all of the terms and requirements of the Contract Documents, has investigated the nature, locality and site of the Project (the Site) and the conditions and difficulties under which it is to be performed and that it enters into this Contract on the basis of its own examination, investigation and evaluation of such and not in reliance on any opinions or representations of the CITY or any third party, including any officer, agent, servant or employee thereof.

ARTICLE 2. ADMINISTRATION OF CONTRACT BY CITY

The Work to be performed under this Contract shall be overseen on behalf of the CITY by «DepartmentHead», «DepartmentHeadTitle», referred to as the "Director." The CONTRACTOR acknowledges and agrees that any instructions, reviews, advice, approvals or directives rendered to it by the Director or his designated representative consistent with the Contract Documents are authorized on behalf of the CITY. However, notwithstanding the above, no advice, directive or other recommendation or request by the CITY shall give rise to liability or responsibility on the CITY's part for any portion of the Work, nor shall it relieve the CONTRACTOR of its responsibilities hereunder.

ARTICLE 3. DOCUMENTS FORMING THE CONTRACT

The Contract Documents shall be deemed to include the Bid Documents; Addendum No. 1; the CONTRACTOR's bid response, dated ; this written Contract, including all bonds and insurance certificates; the City of Norwalk Department of Public Works General Provisions; the general and technical specifications and conditions for the Project; the Project plans; Special Conditions and Addenda; State Labor Department minimum wage rates (if applicable); any addenda to the specifications; and all provisions required by law to be inserted in this Contract, whether or not physically inserted.

This Contract will supersede any Contract or contract form that may have been included in the bid specifications, which form was included for information purposes only, and any writings or documents not incorporated herein by specific reference. This Contract, together with the other Contract 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 Contract irreconcilably conflicts with any provision of the other Contract Documents, the provision imposing a greater obligation on the CONTRACTOR shall govern.

ARTICLE 4. EXAMINATION OF DOCUMENTS AND SITE

The CONTRACTOR confirms that it has carefully examined the Project Site, as well as its surrounding territory. As a result, the CONTRACTOR acknowledges that it is fully informed regarding all existing conditions, both natural and manmade, as well as all such above grade, at grade and subsurface conditions that may in any way affect the Work to be done and labor and materials to be furnished for the proper completion of the Project, including, by way of example, the existence of poles, wires, pipes, ducts, conduits and other facilities and structures of municipal and public service corporations on, over or under the Project site. The CONTRACTOR further acknowledges that it has secured such information by personal

investigation, research, and inquiry into all reasonably available data concerning the actual Site and has not relied upon the estimates or records of the CITY; and that it will make no claim against the CITY by reason of reliance on any such estimates, tests, information, data or representations made by any officer, agent, representative or employee of the CITY, or for costs incurred as a result thereof.

In addition, the CONTRACTOR agrees that, prior to starting any part of the Work, it shall carefully study and compare the various drawings, plans and other Contract Documents relative to that portion of the Work in order to facilitate construction and determine whether inconsistencies or conflicts exist.

ARTICLE 5. DATE OF COMPLETION AND LIQUIDATED DAMAGES

A. The CONTRACTOR further agrees that it will begin the Project herein described within ten (10) days of the date hereof, unless written instruction from the Director is given to begin at a different date. The CONTRACTOR shall diligently and continuously prosecute and complete the same and coordinate its Work with all other work being performed on the Project according to any schedules that may be issued from time to time during the Project and any other scheduling requirements listed in the Contract Documents, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of any part of the Project and so that the Project shall be entirely completed no later than _____ (the "Completion Date"), unless such Completion Date is extended by written notice signed by the Director.

The CONTRACTOR shall contribute to and cooperate with the development of the Project schedules and other efforts to achieve timely completion of the Work. The CONTRACTOR shall be required to provide information for the scheduling of the times and sequence of operations required in order for its Work to meet the CITY's overall schedule requirements and it shall continuously monitor the Project schedule and the performance of the Work, so as to be fully familiar with the timing, phasing and sequence of operations of the Work and of any other work performed by others on the Project. The CONTRACTOR shall diligently execute the Work in accordance with the requirements of the Project schedule including any revisions thereto.

THE CONTRACTOR ACKNOWLEDGES THAT TIME IS OF THE ESSENCE IN TERMS OF COMPLETION OF THE CONTRACTOR'S WORK HEREUNDER BY THE STATED COMPLETION DATE.

B. Extension of Agreement. No extension beyond this Completion Date of completion shall be effective unless in writing signed by the Director. Any extension shall be for such time and upon such terms and conditions as may be set by the Director, which may include charges for professional services, engineering and inspection expenses incurred, (including expenses incurred by railroad companies on contracts which affect a railroad right of way) as a result. Notice of application for any extension shall be filed with the Director at least fifteen (15) days prior to the date of completion set forth above.

The CONTRACTOR shall work during such days and times as required by the CITY so as not to interfere with its use or operation of the Site. However, if the CITY deems it necessary, it may direct the CONTRACTOR to work overtime. If so directed, the CONTRACTOR shall work overtime and, provided that it is not in default under any of the terms or provisions of this Contract or of other Contract Documents, the CITY will pay the CONTRACTOR for such actual additional wages paid directly for such overtime work, if any, at rates which have been approved by the CITY.

C. Excused Delay. In the event the CONTRACTOR is delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Work by any cause including, but not limited to, any act, omission, neglect, negligence or default of the CITY or of anyone employed by it, or by any other contractor or subcontractor on the Project, or by damage caused by fire or other casualty or by any other cause beyond the control of and not due to any fault, neglect, act or omission of the CONTRACTOR, its officers, agents, employees, subcontractors or suppliers, the CONTRACTOR's exclusive remedy shall be an extension of time for a period equivalent to the time lost by reason of any and all of the aforesaid causes. Provided, however, that the CONTRACTOR shall not be entitled to any such extension of time unless the CONTRACTOR (1) notifies the CITY in writing of the cause or causes of such delay, obstruction, hindrance or interference within forty-eight (48) hours of the commencement thereof and (2) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof. Notwithstanding the foregoing, if any of the Contract Documents are at variance with granting such time extension, then the provisions of such documents shall control.

In no event shall the CONTRACTOR be entitled to money damages or an adjustment to the sum payable hereunder by virtue of any such delay.

D. Unexcused Delay and Liquidated Damages. In the event of a delay in the progress of the Work or disruption of, hindrance, obstruction, or interference with the Work due to any fault, neglect, action or omission of the CONTRACTOR or any of its officers, agents, servants, employees, subcontractors or suppliers which results in any additional cost, expense, liability or damage to the CITY including, legal fees and disbursements incurred by the CITY (whether incurred in defending claims arising from such delay or in seeking reimbursement or indemnity from the CONTRACTOR and/or its surety hereunder or otherwise) or any damages or additional costs or expenses for which the CITY may or shall become liable, no extension of time shall be granted and the CONTRACTOR (and its surety) shall be liable to compensate the CITY for and indemnify it against all such costs, expenses, damages and liability. In addition, the CONTRACTOR shall not only fulfill all of its obligations imposed by this Contract at its own cost and expense, but also work such overtime as may be necessary to make up for all time lost in the performance of the Work and of the Project. Should the CONTRACTOR fail to make up for the time lost by reason of such delay, the CITY shall have the right to hire other contractors to work overtime, if needed, and to take whatever other action it deems necessary to avoid delay in the completion of the Work and of the Project. The cost and expense of such overtime and/or such other action, including all other consequential damages and expenses, shall be borne by the CONTRACTOR hereunder.

It is understood by the parties that timely completion of the Project is essential. Failure of the CONTRACTOR to complete the Project by the date stated herein will result in the CITY and the public incurring damages, additional costs and inconveniences that would be impossible or extremely difficult to accurately quantify at the time. Therefore, the parties agree that, if the CONTRACTOR fails to satisfactorily complete the Project hereunder within the time specified or within any extension of time that may have been allowed, there shall be deducted from any monies due or that may become due the CONTRACTOR, the sum of **HUNDRED DOLLARS (\$.00)** for each and every calendar day, including Saturdays and legal holidays, that the Project remains incomplete in accordance with Article 5 of this Contract. This sum shall not be imposed as a penalty, but as liquidated damages due the CITY from the CONTRACTOR by reason of the damages incurred, inconvenience and additional costs and expenses to the public together with other problems suffered as a result of any such delay thereby occasioned.

ARTICLE 6. CONTINGENCIES, EXTRA WORK, AND CHANGES

Whenever the CITY determines that, for any reason deemed to be in the best interests of the Project, the scope of Work or plans for the Project should be revised to provide for changes, deletions, contingencies, additional or extra work, it may issue a Change Order to the CONTRACTOR. Once the CITY has issued and signed a written Change Order in its standard form, the CONTRACTOR shall forthwith comply with the specifications of such Change Order.

In such event, allowances for additions and/or deductions to the prices listed in the bid documents will be made commensurate with such changes in the scope or extent of the Work. Any such action by the CITY shall not constitute grounds for a claim by the CONTRACTOR for damages, loss of anticipated profits, or for costs resulting from any variations between the approximate quantities and quality of Work contemplated in the bid documents and as built.

All changes, additions or omissions in the Work ordered in writing by the CITY shall be deemed to be a part of the Work hereunder and shall be performed and furnished in strict accordance with all of the terms and provisions of the Contract Documents based on a negotiated cost for the Work and materials. The CONTRACTOR shall be responsible for keeping its surety informed of all such modifications to this Contract. The obligations of CONTRACTOR's surety shall not be reduced, waived or adversely affected by the issuance of such Change Orders, additions or deductions and the CITY shall not be required to inform the surety of the same or to obtain the consent of the surety to such modifications.

Payment for any unforeseen Work and/or changes shall be made as provided for in the Standard Specifications.

ARTICLE 7. MEANS AND METHODS

The CONTRACTOR shall supervise and direct the Work using its best skill and attention in order to perform and complete the Project according to the Contract Documents in a timely and workmanlike manner. The CONTRACTOR shall be responsible for safeguarding the Site and all adjacent property from damage and for implementing all reasonable and necessary

construction means, methods, techniques, sequences and procedures for safety precautions, protection against vandalism, and compliance with fire insurance rating bureau procedures, in connection with the performance of the Work. CONTRACTOR further assumes responsibility for all actions and omissions of its agents, employees, subcontractors, suppliers and all of their respective agents, employees and any other person performing any part of the Work.

ARTICLE 8. NO COLLUSION OR FRAUD

The CONTRACTOR hereby agrees that all persons interested as principal or principals in the bid or proposal submitted by the CONTRACTOR for this Project are named therein; that this Contract has been secured without any connection with any person or persons other than those named; that this Contract was secured without collusion or fraud; and that neither any officer nor employee of the CITY, nor any member of the immediate family of any such person, has or will have a financial interest in the performance of this Contract, in the supplies, Work or business to which it relates, or in any portion of the profits thereof.

ARTICLE 9. ESTIMATES AND PAYMENT

As the Project progresses in accordance with the Contract and in a manner that is satisfactory to the CITY, the CITY hereby agrees to make payments to the CONTRACTOR, based upon the prices set out in the CONTRACTOR's Proposal. The procedure for processing payments is as follows: on or before the last day of each month the CONTRACTOR shall submit to the CITY, in the form required by the CITY, a written Application For Payment showing the value of the Work performed and in place as of that date. From this amount shall be deducted all previous payments and all charges for services, materials, equipment and other items chargeable to the CONTRACTOR. The balance of such Application must be approved by the CITY and should represent the value of Work done and material furnished in accordance with the terms and conditions of this Contract during the preceding month. The CONTRACTOR shall be paid ninety-five (95%) percent of such amount. The five (5) percent retained shall be held by the CITY until final completion and acceptance of all Work covered by this Contract; compliance by the CONTRACTOR with all of its responsibilities hereunder including the provision of signed waivers of lien from CONTRACTOR, its subcontractors and suppliers; the posting of a twenty-five percent (25%) maintenance bond by the CONTRACTOR insuring the Project for a period of two (2) years from the date of final acceptance; and the making of all payments due all subcontractors and material suppliers in connection with the Project. Nothing herein shall modify or limit detailed payment provisions contained in the Contract Documents and approved by the Director.

Prior to commencing the Work, the CONTRACTOR shall submit to the CITY a detailed Schedule of Values showing the breakdown of the total contract price into its various parts for approval. The CITY may modify the Schedule of Values, or may require additional information or a more detailed breakdown of costs, subject to their final approval. All Applications for Payments will thereafter be submitted according to the approved payment Schedule.

The CITY reserves the right to advance the date of any payment (including the final

payment) under this Contract if, in its judgment, it becomes desirable to do so.

The CONTRACTOR agrees that, if and when requested to do so by the CITY, it shall furnish such information, evidence and substantiation as the CITY may require with respect to the nature and extent of all obligations incurred by the CONTRACTOR for or in connection with the Work, all payments made by the CONTRACTOR thereon, and the amounts remaining unpaid and the reasons therefor.

The CONTRACTOR warrants that: (1) title to Work, materials and equipment covered by an Application for Payment will pass to the CITY either by incorporation in construction or upon receipt of any payment for the same by the CONTRACTOR, whichever occurs first; (2) Work, materials and equipment covered by Applications for Payment shall be free and clear of liens, claims, security interests or encumbrances; and (3) no Work, materials or equipment covered by an Application for Payment shall be acquired by the CONTRACTOR, or any other entity or person performing any Work at the Site or furnishing materials or equipment for the Project, subject to an Contract or arrangement under which any interest therein or an encumbrance thereon is retained by the seller of such or is otherwise imposed by the CONTRACTOR or such other entity or person.

With each Application For Payment the CONTRACTOR shall certify to the CITY that the Work, for which payment is requested, has been fully completed in accordance with the Contract Documents; that all amounts owed to any subcontractor and subconsultant for Work or materials covered by all previous progress payments have been paid in full; and that the CONTRACTOR has no claim outstanding against the CITY related to this, or any previous progress payment, except any such claim as has been previously served by way of a detailed, verified statement upon the CITY prior to the filing of such Application For Payment. If requested to do so, the CONTRACTOR will file signed Waivers of Lien with each Application for Payment in a form satisfactory to the CITY.

The CONTRACTOR's refusal to accept any payment as tendered shall constitute a waiver of any right to interest thereon.

It is further agreed that so long as the CONTRACTOR fails to comply with any lawful or proper direction concerning the Work or material given by or on behalf of the Director, the CONTRACTOR shall not be entitled to have any estimate made for the purpose of payment. No such estimate shall be rendered until the CONTRACTOR fully and satisfactorily complies with all such directions.

If any of the following occurs: (1) a claim or lien is made or filed with or against the CITY, the Project, or the Project funds by any person claiming that the CONTRACTOR or any subcontractor or other person under subcontract has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work; (2) there is evidence of such nonpayment or of any claim or lien for which, if established, the CITY might become liable and which is chargeable to the CONTRACTOR; (3) the CONTRACTOR or any subcontractor or other person under

subcontract causes damage to the Work or to any other work on the Project; (4) or if the CONTRACTOR fails to perform or is otherwise in default under any of the terms or provisions of this Contract, the CITY shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (i) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (ii) make good any such nonpayment, damage, failure or default, and (iii) compensate the CITY for and indemnify and hold it harmless against any and all actual or potential losses, liabilities, damages, costs and expenses, including legal fees and disbursements, which may be sustained or incurred in connection therewith. The CITY shall have the right to apply and charge against the CONTRACTOR so much of the amount retained as may be required for the foregoing purposes. If the amount is insufficient therefor, the CONTRACTOR shall be liable for the difference and promptly pay the same to the CITY. No person shall have any right or claim by reason of the CITY's failure or refusal to withhold monies. No interest shall be payable by the CITY on any amounts withheld under this provision.

This provision is not intended to limit or in any way prejudice any other right of the CITY.

No payment (final or otherwise) made under or in connection with this Contract shall be conclusive evidence of the proper performance of the Work or of this Contract, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials nor shall it release the CONTRACTOR from any of its obligations under this Contract; nor shall entrance upon and use of the Site by the CITY constitute acceptance of the Work or any part thereof.

If, in the judgment of the Director, the Project is "substantially," although not entirely, completed, and in this event the withholding of the retained percentage would be an injustice to the CONTRACTOR, the Director may, provided that he receives certification that the essential items in the Contract have been completed in accordance with the terms of the Contract, include in the final account such uncompleted items. The CITY will pay the CONTRACTOR therefor at the item prices in the Contract upon the CONTRACTOR's depositing with the Director a certified check drawn upon a legally incorporated bank or trust company equal to at least double the value of such uncompleted Work. The deposit may be used by the Director to complete the uncompleted portion of the Contract and any unused portion may be returned to the CONTRACTOR upon its satisfactory completion of the uncompleted Work within a specified number of working days after it has been notified to proceed.

ARTICLE 10. PAYMENT TO SUBCONTRACTORS AND SUPPLIERS

The CONTRACTOR shall, within thirty (30) days after its receipt of payment from the CITY, pay all amounts due any supplier or subcontractor, whether for labor performed or materials furnished hereunder, when such labor or materials have been included in a requisition submitted by the CONTRACTOR and paid by the CITY.

The CONTRACTOR shall include in each of its contracts and subcontracts hereunder a provision requiring each contractor or subcontractor to pay all amounts due any of its own subcontractors, (second tier subcontractors), whether for labor performed or materials furnished, within thirty (30) days after such contractor or subcontractor is paid by the CONTRACTOR an amount that includes payment for labor or materials furnished by such second tier subcontractor.

ARTICLE 11. FINAL PAYMENT

Final payment and payment of any amounts retained shall not become due until the following conditions precedent have been met: (1) the CITY accepts the Project and approves of all the Work performed hereunder; (2) the CONTRACTOR submits the following documents satisfactory to the CITY (a) certification that all payrolls, bills for materials, labor and equipment, and all other indebtedness connected with the Project, for which the CITY or CITY's property might be liable, have been paid or otherwise satisfied and that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, materials, equipment or other items performed, furnished or incurred for or in connection with the Work; (b) written consent of surety, if applicable; (c) a certificate confirming that insurance required by the Contract Documents is to remain in force for the required period of time following completion of the Work; (d) a satisfactory maintenance bond posted with the CITY ensuring the Project in compliance with Section 109-13 of the General Conditions for a period of two (2) years from the date of final acceptance; (e) the CONTRACTOR provides all required certifications that all products and materials comply with applicable specifications and have been properly installed and/or incorporated into the Project including all applicable manufacturers' warranties for same; (f) any other information and documentation establishing payment or satisfaction of all outstanding obligations, to the extent and in such form as may be designated by the CITY, such as, by way of example only, receipts, releases and waivers of liens, including the execution and delivery by the CONTRACTOR, in a form satisfactory to the CITY, of a general release running to and in favor of the CITY; (g) all required Certified Payrolls acceptable to the State of Connecticut Department of Labor; and (h) all Change Orders with sufficient backup/documentation acceptable to the CITY. Should any claim be made or other obligation arise after final payment is made, the CONTRACTOR shall refund to the CITY all expenses paid by the CITY to satisfy, discharge or defend against any such claim, obligation or lien or any action brought or judgment recovered thereon and all costs and expenses, including legal fees and disbursements, incurred in connection therewith.

If the CONTRACTOR cannot, for reasonable cause not of its own fault, furnish any such information or documentation required by the CITY, the CONTRACTOR may furnish a bond satisfactory to the CITY promising to indemnify the CITY against any Project related, outstanding obligation. If any lien remains unsatisfied after final payments are made by the CITY, the CONTRACTOR shall reimburse the CITY for moneys the CITY may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Final payment being tendered by the CITY shall constitute a waiver of claims by the CITY except those arising from:

- A. unsettled liens;
- B. faulty or defective Work or materials;
- C. failure of the Work or materials to comply with requirements of the Contract Documents; or
- D. terms of special warranties provided by the CONTRACTOR, its suppliers, or its subcontractors, or within the Contract Documents.
- E. Claims arising after the authorization of any payment.

Acceptance by the CONTRACTOR, or anyone claiming by or through it, of any interim or final payment hereunder shall constitute and operate as a release of the CITY from any and all claims of any liability or responsibility to the CONTRACTOR for anything done to, furnished for, relating to or in connection with the Project hereunder, and for any act, neglect, default on the part of the CITY or any of its officers, agents, or employees unless the CONTRACTOR serves a detailed and verified statement of claim upon the CITY prior to the acceptance of such payment. Such statement shall specify the items and details upon which the claim is based and any claim shall be limited to such items. The CONTRACTOR's refusal to accept the final payment as tendered shall constitute a waiver of any right to interest thereon.

ARTICLE 12. FINAL ACCEPTANCE OF WORK

When, in the opinion of the Director, the CONTRACTOR has fully performed all the required Work under this Contract and any Change Orders issued for the Project to the CONTRACTOR, the Director shall recommend the acceptance of the Work so completed. If the recommendation is accepted, the CITY shall thereupon notify the CONTRACTOR in writing of such acceptance, and copies of such acceptance shall be sent to other interested parties. However, the CITY has the right to reject the whole or any portion of the Work should it be found or known to be inconsistent with the terms of the Contract Documents or otherwise improper. All certifications upon which partial payments may have been made, being merely estimates, are subject to correction in the final determination or upon final payment.

ARTICLE 13. SAFETY

The CONTRACTOR agrees that it is responsible for preventing accidents and ensuring safety of all persons engaged in the Project or in the vicinity of the Work including members of the general public. The CONTRACTOR shall comply with all laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with all safety standards established during the progress of the Work.

The CONTRACTOR shall at all times provide sufficient, safe and proper facilities for the inspection of the Work by the CITY and its authorized representatives in the field, at shops or at

any other place where materials or equipment for the Work are in the course of preparation, manufacture, treatment or storage. The CONTRACTOR shall, immediately upon receiving written notice from the CITY, stop any part of the Work which is deemed unsafe and proceed to take down all portions of the Work and remove all materials whether worked or unworked, that may be noted as unsound, defective or improper or as in any way failing to conform to this Contract or the Plans, Specifications or other Contract Documents. The CONTRACTOR, at its own cost and expense, shall replace the same with proper and satisfactory Work and materials and make good all Work damaged or destroyed by or as a result of such unsound, defective, improper or nonconforming Work or materials or by the taking down, removal or replacement thereof. The CONTRACTOR agrees that it shall not have nor make any claim for costs, damages, delays or extensions of time arising out of such stoppages. Should the CONTRACTOR neglect to take such corrective measures, the CITY may do so at the cost and expense of the CONTRACTOR and may deduct the cost thereof from any payments due or to become due to the CONTRACTOR.

Notwithstanding the foregoing, CONTRACTOR shall at all times be responsible for ensuring the safety of all persons and property at the Site, regardless of any action or failure to act on the part of the CITY. Nothing set forth herein, nor any action or failure to act by the CITY, shall relieve the CONTRACTOR of its obligations and responsibilities with regard to safety and safeguarding of the Site and all persons and property thereon or adjacent thereto.

ARTICLE 14. COMPLIANCE WITH GOVERNMENTAL LAW AND REGULATIONS

The CONTRACTOR shall comply with all applicable laws, codes and regulations governing the Work and the Project, including any and all special requirements of the Contract Documents, including specifically the City of Norwalk Code Chapter 34 and shall require the same of its Trade Contractors and Subcontractors. In addition, all Trade Contractors and Subcontractors working on the Project shall have, throughout the period of the Work, valid State of Connecticut Department of Consumer Protection issued licenses to do business according to the current, applicable regulations.

A. Equal Employment Opportunity and Affirmative Action

The CONTRACTOR for itself and all subcontractors and subconsultants employed in connection with the Project shall agree to abide by the provisions of State of Connecticut Executive Orders Numbers 3 and 17 and Presidential Executive Orders Numbers 11246, 11375 and 11063.

The CONTRACTOR or its subcontractors and subconsultants further agree and warrant that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, age, sex, gender identity or expression, marital status, national origin, sexual orientation, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability including, but not limited to blindness, unless it is proven that the disability or characteristic prevents proper performance of the work involved. The CONTRACTOR further agrees to take affirmative

action to insure 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, 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. The terms stated in this paragraph shall be defined as set forth in Connecticut General Statutes Section 4a-60(d).

The CONTRACTOR shall not permit any coercion, intimidation, threatening or interference with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by state or federal laws, including without limitation, the Americans with Disabilities Act.

The CONTRACTOR agrees to comply with any request of the City of Norwalk or the Connecticut Commission on Human Rights and Opportunities to provide information and permit access to pertinent books, records and accounts concerning its employment practices and procedures.

For purposes hereof, discrimination in employment shall include, but need not be limited to, employment advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment and selection for apprenticeship.

The CONTRACTOR agrees and warrants that it will make good faith efforts to employ minority business enterprises as contractors, subcontractors and suppliers of materials on or related to the Project. For purposes of this paragraph the term "minority business enterprise" shall be defined as set forth in Connecticut General Statutes Section 4a-60(e).

The CONTRACTOR will cause the foregoing provisions to be inserted in all trade contracts and subcontracts for any Work related to the Project or covered by this Contract so that such provisions will be binding upon each trade contractor and subcontractor.

B. In addition, CONTRACTOR shall comply and shall require its trade contractors and subcontractors who perform any Work in connection with the Project to comply with all current, applicable terms of the following, as the same may be amended from time to time:

- The Civil Rights Act of 1964, as amended;
- Federal Labor Standards (29 CFR Parts 3, 5 and 5a);
Davis Bacon Act;
- Copeland "Anti-Kickback" Act (18 USC 874), as supplemented in the Department of Labor Regulations (20 CFR - Part 3);
- Flood Disaster Protection Act (PL 93-291);
- Hatch Act (Title 4 USC Chapter 15);
- Section 504 of the Rehabilitation Act of 1973;

- The Americans With Disabilities Act;

C. Prevailing Wage Requirements

This Contract shall be subject to the Connecticut State Prevailing Wage regulations and requirements and applicable prevailing wage rates- as such may be amended or revised from time to time; and

The CONTRACTOR shall comply, at its own cost, with all such applicable prevailing wage rate regulations, as the same may be revised or amended from time to time. Under no circumstances shall the CONTRACTOR be entitled to any additional payment or any increase in the costs, fees or expenses payable by the CITY hereunder, based on any increase in the cost of compliance with applicable regulations, requirements or any increase in the applicable, prevailing wage rates.

D. State Labor and Employment Regulations

Pursuant to Connecticut General Statutes, Section 31-52a, the following provision shall be incorporated into this Contract and each subcontract hereunder insofar as this Contract or any such subcontract relates to a public works project, including, but not limited to, construction, remodeling or repairing of any public facility or structure (except public buildings covered by Section 31-52), site preparation or improvement, appurtenances or highways, or the preparation or improvement of any land or waterway on or in which a structure is situated or to be constructed:

In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to persons who are residents of the State who are, and continuously for at least six (6) months prior to the date hereof have been, residents of this State, and if no such person is available then to residents of other states.

Nothing herein shall abrogate or supersede any provision regarding residence requirements in a collective bargaining agreement to which the contractor is a party. Any contractor who knowingly and willfully employs any person in violation of any provision of this section is subject to fines based on current laws.

Pursuant to Connecticut General Statutes, Section 31-53, the following provision shall be incorporated into this Contract and each subcontract hereunder for work relating to the construction of a public works project where the combined total cost of all Work to be performed by all contractors and subcontractors in connection with the new construction of a Public Works Project is One Million Dollars (\$1,000,000.00) or more, or for work relating to the remodeling,

refinishing, refurbishing, rehabilitation, alteration or repair of any public works project if the total combined cost of all Work to be performed in connection with such project is One Hundred Thousand Dollars (\$100,000.00) or more:

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the Work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Norwalk. CITY Any contractor who is not obligated by Contract to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

In the event that the CITY determines that any mechanic, laborer or workman employed by the CONTRACTOR or any subcontractor directly on the Site for the Work contemplated hereunder has been or is being paid a rate of wages less than that required to be paid, as stated herein, the CITY may, by written notice to the CONTRACTOR, terminate the CONTRACTOR's right to proceed with the Work hereunder or such part of the Work for which there has been a failure to pay the required wages. In the event of such termination, the CITY may prosecute the Work to completion by contract or otherwise and the CONTRACTOR and its sureties shall be liable to the CITY for all costs incurred thereby in excess of the compensation to be paid under this Contract.

Each employer subject to the provisions of Section 31-53 of the Connecticut General Statutes shall comply with the applicable requirements at its own cost and expense and shall not be entitled to any additional payment or increase in its fees payable hereunder as a result of or due to the cost of compliance.

ARTICLE 15. RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT

A. If, at any time, the CITY determines that the Work hereunder is not being performed according to the Contract or for the best interest of the CITY or should the CONTRACTOR at any time refuse or neglect to supply a sufficient number of skilled workers or materials of the proper quality and quantity; or fail in any respect to prosecute the Work with promptness and diligence; or cause by any act or omission the stoppage, impede, obstruct, hinder or delay of or interference with or damage to the Work of any other contractors or subcontractors on the Project; or fail in the performance of any of the terms and provisions of this Contract or of the other Contract Documents; or should there be filed by or against the CONTRACTOR a petition in bankruptcy or for an arrangement or reorganization; or should the CONTRACTOR become insolvent or be adjudicated a bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency -- then in any of such events, each of which shall constitute a default hereunder on the CONTRACTOR's part, the CITY shall have the right, in addition to all

other rights and remedies provided by this Contract and the other Contract Documents or by law, to temporarily suspend the execution of the Work by the CONTRACTOR and proceed with the Work under its own direction in accordance with the Contract specifications and in such manner as the Director determines to be in the best interests of the CITY or, the CITY may terminate the CONTRACTOR's employment under this Contract while it is in progress, and thereupon proceed with the Project in such manner and by such process as it determines to be in the best interest of the Project.

In any of the foregoing events, the CONTRACTOR shall not be entitled to receive any further payment under this Contract until the Work shall be wholly completed to the satisfaction of the CITY, as evidenced by written acceptance signed by the Director. All costs, expenses, losses and damages, including attorneys' fees, and all other charges incurred by the CITY for the completion of the Work as a result shall be charged to the CONTRACTOR and deducted by the CITY from any monies due or payable or to become due or payable hereunder. Such costs and expenses shall include not only the cost of completing the Work to the satisfaction of the CITY and of performing and furnishing all labor, services, materials, equipment, and other items required therefor, but also all losses, damages, costs and expenses, (including legal fees and disbursements incurred in connection with procurement, in defending claims arising from such default and in seeking recovery of all such costs and expenses from the CONTRACTOR and/or its surety), and disbursements sustained, incurred or suffered by reason of or resulting from the CONTRACTOR's default. If such costs and expenses and other charges exceed the amount stated herein, such excess amount shall be charged to and promptly paid by the CONTRACTOR to the CITY. In computing the amounts chargeable to the CONTRACTOR, the CITY shall not be held to a basis of the lowest prices for which the completion of the Project or any part thereof might have been accomplished, but the CONTRACTOR shall be liable for all sums actually paid or expenses actually incurred in affecting prompt completion of the Project hereunder. The rights described herein are in addition to any other rights and remedies provided by law.

Should the CITY reactivate the performance of the Project, in whole or in part, within one (1) year from the time of suspension, any fees paid to the CONTRACTOR pursuant to this Contract shall be applied as payment on the fees as set forth in the Contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year but not sooner, the CONTRACTOR and the CITY may renegotiate the Contract based upon current conditions or may unilaterally elect to terminate the Contract.

Termination or suspension under this section shall not give rise to any claim against the CITY for damages or compensation in addition to that provided hereunder.

ARTICLE 16. INTERPRETATION OF PLANS/SHOP DRAWINGS

The Work shall be performed and furnished under the direction and to the satisfaction of the CITY and, where appropriate, its Architect or Engineer. The CONTRACTOR shall be responsible for identifying any ambiguity in, or difference in interpretation of the plans, specifications or other Contract Documents, or between or among any of them, and immediately submitting the issue to the CITY, which will transmit the same to the responsible professional

designer (i.e., Professional Engineer or Architect) who shall resolve the same. Any decision in relation thereto shall be final and conclusive upon the parties. The CITY will furnish to the CONTRACTOR any additional information and Plans as may be prepared to further describe the Work and the CONTRACTOR shall conform to and abide by the same.

Notwithstanding the dimensions on the Plans, Specifications and other Contract Documents it shall be the obligation and responsibility of the CONTRACTOR to take such measurements as will insure the proper matching and fitting of the Work covered by this Contract with contiguous work.

The CONTRACTOR shall prepare and submit to the Director such shop drawings as may be necessary to describe completely the details and construction of the Work. Approval of such shop drawings shall not relieve the CONTRACTOR of its obligation to perform the Work according to the Plans, Specifications, the Special Conditions, Addenda and all other Contract Documents, nor of its responsibility for the proper matching and fitting of the Work with contiguous work and the coordination of the Work with other work being performed on the Site, which obligation and responsibility shall continue until completion and acceptance of the Project.

The CONTRACTOR's submission of a shop drawing shall constitute the CONTRACTOR's representation that it has reviewed the submission for accuracy and compliance with all Contract Documents and that, wherever engineering is required to be performed, same has been performed by a qualified and licensed engineer which shall have responsibility therefor.

Should the proper and accurate performance of the Work hereunder depend upon the proper and accurate performance of other work not covered by this Contract, the CONTRACTOR shall carefully examine such other work, determine whether it is in fit, ready and suitable condition for the proper and accurate performance of the Work hereunder, use all means necessary to discover any defects in such other work, and before proceeding with the Work hereunder, report promptly any such improper conditions and defects to the CITY in writing and allow the CITY a reasonable time to have such improper conditions and defects remedied.

ARTICLE 17. REJECTED WORK AND MATERIAL

In the event the CITY finds that the materials furnished, the finished Project or the Work performed hereunder by the CONTRACTOR, for any reason, does not conform with the requirements of the Contract Documents including any performance and Project specifications and has resulted or will result in an inferior or unsatisfactory product, the materials or Work shall be removed and replaced or otherwise corrected, to the satisfaction of the CITY, by and at the expense of the CONTRACTOR.

The CONTRACTOR agrees that it shall at once remove from the Site at its own expense all Work or material which may be rejected by the CITY and replace the same with Work or

material satisfactory to the CITY. All Work shall be in a first class and satisfactory condition at the time of final acceptance.

ARTICLE 18. LAWS, PERMITS, AND LICENSES

The CONTRACTOR shall observe all Federal, State, and local laws and regulations and shall procure all necessary licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work hereunder without any additional charge or expense to the CITY. CONTRACTOR shall be responsible for and shall correct, at its sole cost and expense, any violation thereof resulting from or in connection with the performance or failure to perform the Work.

The CONTRACTOR shall at any time upon demand furnish such proof as the CITY may require showing such compliance and the correction of such violations. The CONTRACTOR agrees to save harmless and indemnify the CITY, its officers and employees, from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the CONTRACTOR's failure to comply with any of said laws, ordinances, rules, regulations, standards, orders, notices or requirements or to correct such violations therefor in connection with the performance of Work.

The Contractor acknowledges, represents and warrants that it shall comply with the requirements of Chapter 50 the Norwalk City Code in performance of the Work. Without limiting the generality of the foregoing, Contractor acknowledges, represents and warrants that no natural gas waste or oil waste, as defined by Chapter 50 the Norwalk City Code, will be used by the Contractor, or any of its subcontractors, agents or vendor agents, in performing the Work pursuant to this Agreement.

ARTICLE 19. EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR shall agree to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning its employment practices and procedures. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any of the Work covered by this Contract so that such provisions will be binding upon each subcontractor.

ARTICLE 20. SUCCESSORS AND ASSIGNS

This Contract shall bind the successors, assigns and representatives of the parties hereto. Notwithstanding the foregoing, this Contract may not be assigned by the CONTRACTOR nor shall the CONTRACTOR's rights, title or interest herein or hereto be assigned, transferred, conveyed, sublet, or disposed of without the previous written consent of the Director.

ARTICLE 21. RESPONSIBILITY FOR THE SITE

At all times throughout the performance of this Contract and until final acceptance of the Work hereunder, the CONTRACTOR shall be in control of and responsible for the Site and for any loss or damage to the Work to be performed and furnished under this Contract, however caused. This shall include responsibility for loss of or damage to materials, tools, equipment, appliances or other personal property owned, rented or used by the CONTRACTOR or anyone employed by it in the performance of the Work, however caused. Accordingly, the CONTRACTOR shall, at its own cost and expense, (1) keep the Site free at all times from all waste materials, packaging materials and other rubbish accumulated in connection with the execution of its Work, (2) clean and remove from its own Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete or dirt caused by the execution of its Work and make good all defects resulting therefrom, (3) at the completion of its Work in each area, perform such cleaning as may be required to leave the area "broom clean," and (4) at the entire completion of its Work, remove all of its tools, equipment, scaffolds, shanties and surplus materials. Should the CONTRACTOR fail to perform any of the foregoing to the CITY's satisfaction, the CITY shall have the right to perform and complete such Work itself or through others and charge the cost thereof to the CONTRACTOR.

ARTICLE 22. INSURANCE

The CONTRACTOR agrees to obtain at its own cost and expense all insurance required by the attached Insurance Rider 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 the Project, the CONTRACTOR shall furnish the CITY's Corporation Counsel 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.

Waiver of Subrogation: Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

ARTICLE 23. INDEMNIFICATION

The CONTRACTOR expressly agrees to at all times indemnify, defend and save harmless the City of Norwalk and its respective officers, agents and employees, on account of any and all demands; claims; damages; losses; litigation; financial costs and expenses, including counsel's fees; and compensation arising out of personal injuries (including death), any damage to property, real or personal, and any other loss, expense or aggrievement directly or indirectly arising out of, related to or connected with the Project and the Work to be performed hereunder

by the CONTRACTOR, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The CONTRACTOR shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Contract; shall be separate and independent of any other provision or requirement of this Contract; and shall not be limited by reason of any insurance coverage provided hereunder.

The CITY may withhold from any payment due or to become due to the CONTRACTOR an amount sufficient in its judgment to protect and indemnify the CITY, its officers, agents, servants and employees from and against any and all such claims and liabilities described above.

Nothing in this provision, or elsewhere in this Contract, shall be deemed to relieve the CONTRACTOR of its duty to defend the CITY or any Indemnified Party, as specified in this Contract, pending a determination of the respective liabilities of the CONTRACTOR, the CITY, or any Indemnified Party, by legal proceeding or Contract.

In furtherance to but not in limitation of the indemnity provisions in this Contract, CONTRACTOR hereby expressly and specifically agrees that its obligation to indemnify, defend and save harmless as provided in this Contract shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under workers' compensation laws.

ARTICLE 24. SUBCONTRACTING AND ASSIGNMENTS

The CONTRACTOR shall not subcontract any portion of the Work to be performed hereunder unless the prior written consent of the Director is given for both the Work to be subcontracted and the subcontractor to perform the same.

In the event that the CITY approves of the hiring of subcontractors or subconsultants to pursue the Project, the CONTRACTOR agrees to cooperate as fully as possible with the CITY and any and all such subcontractors and subconsultants in the interests of the Project. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of its subcontractors and subconsultants as it is for the acts and omissions of its direct employees and shall require any subcontractor or subconsultant approved by the CITY to agree in a written contract to observe and be bound by all obligations and conditions of this Contract to which CONTRACTOR is bound hereby including the requirements regarding insurance and indemnification.

Each subcontract Contract shall preserve and protect the rights of the CITY and the Project Architect/Design Engineer, under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow the subcontractor, unless specifically provided otherwise, the benefits of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR has against the CITY pursuant to the Contract Documents.

Nor shall CONTRACTOR assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Contract including, but not limited to, any right to receive payments hereunder, without the prior written consent of the CITY in its sole discretion. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event CONTRACTOR assigns, sells, encumbers or otherwise transfers its rights to any monies due or to become due under this Contract as security for any loan, financing or other indebtedness (herein "Assignment"), notification to the CITY of such Assignment must be sent by certified mail, return receipt requested, and the Assignment shall not be effective as against the CITY until the CITY provides its written consent to such Assignment. CONTRACTOR agrees that any such Assignment shall not relieve the CONTRACTOR of any of its Contracts, duties, responsibilities or obligations under this Contract and the other Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between the CITY and assignee or transferee. CONTRACTOR further agrees that all of the CITY's defenses and claims arising out of this Contract with respect to any Assignment are reserved unless expressly waived in writing by a duly authorized corporate officer. CONTRACTOR hereby agrees to indemnify, defend and hold harmless the CITY from and against any and all loss, cost, expense or damages that the CITY has or may sustain or incur in connection with such Assignment.

ARTICLE 25. WARRANTY

The CONTRACTOR hereby warrants to the CITY that all of the Work shall be in conformance with the Plans, Specifications, and all Contract Documents and shall be of good quality and free from any faults and defects.

The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the CITY any portion of the Work, materials or equipment which, at any time up until two (2) years from the date of final acceptance of the Work hereunder, the Architect or the CITY shall condemn as unsound, defective or improper or as in any way failing to conform to this Contract or the plans, specifications or other Contract Documents, and the CONTRACTOR, at its own cost and expense, shall replace the same with proper and satisfactory Work, materials and/or equipment.

Without limiting the generality of the foregoing, the CONTRACTOR warrants to the CITY that all materials and equipment furnished under this Contract will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents; that the Work performed and materials used pursuant to this Contract will be free from any defects and that the Work will conform with the requirements of the Contract Documents. Work not conforming to such requirements, not of the prescribed quality, or not capable of meeting the CITY's performance specifications, including substitutions not properly approved and authorized, shall be considered defective and must be removed and replaced by CONTRACTOR at its own cost and expense. All warranties contained in this Contract and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law.

ARTICLE 26. NOTICE OF CLAIMS

Claims by either party must be in writing and sent within thirty (30) days following the occurrence of an event giving rise to the claim or within thirty (30) days after the claimant first acquires knowledge of or information concerning the claim, whichever occurs later to the extent that such knowledge or information could not have been reasonably obtained earlier. Claims must be made in writing and sent to the other party at the address(es) listed herein and shall describe the nature of the claim, the events or circumstances that gave rise to the claim with reasonable detail, and the amount thereof to the best of the claimant's information.

ARTICLE 27. GENERAL PROVISIONS

A. This Contract shall be deemed binding only to the extent that sufficient funds are available and appropriated to the CITY for payment in accordance with the terms hereof and no liability on account of this Contract shall be incurred by the CITY beyond such moneys as are properly made available and appropriated for the Project.

B. The relationship of the CONTRACTOR to the CITY is that of an independent CONTRACTOR. The CONTRACTOR covenants and agrees that it will conduct itself consistent with such status; that it will neither hold itself nor any of its employees or agents out as nor claim to be an officer, agent, or employee of the CITY by reason hereof; and that it will not, neither for itself nor on behalf of any of its employees, agents, or subcontractors, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

C. The CONTRACTOR hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. Should the CONTRACTOR be unable to certify the above statement, it shall attach a certified statement explaining such to this Contract. The CONTRACTOR further agrees to include the foregoing certification in any subcontract or purchase order, which it may enter into in furtherance of the Work contemplated hereunder.

D. No member of the governing body of the CITY, and no other officer, employee, or agent of the CITY, shall have any personal interest, direct or indirect, in this Contract, except as permitted by the Code of Ethics of the City of Norwalk; and the CONTRACTOR covenants that no person having such interest shall be employed in the performance of this Contract.

E. This Contract shall be construed in accordance with the laws of the State of Connecticut, and any action at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District Stamford/Norwalk.

F. The CONTRACTOR shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Contract or the

services to be performed hereunder, and shall commit no trespass on any private property in performing any of the Work embraced herein.

G. This Contract incorporates all the understandings of the parties hereto, supersedes any and all Contracts and negotiations reached and all commitments made by the parties prior to the execution of this Contract, whether oral or written, and shall not be released, amended or modified in any way unless by a written instrument signed by the parties hereto.

H. If any provision of this Contract is held invalid, the balance of the provisions of this Contract shall not be affected thereby if the balance of the provisions of this Contract would then continue to conform to the requirements of applicable laws.

I. Each and every provision and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the written consent of the parties, this Contract shall forthwith be physically amended to make such insertion.

J. All notices of any nature referred to in this Contract shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the City: «DepartmentHead»,
 «DepartmentHeadTitle»
Norwalk «Department» Department
125 East Avenue, PO Box 5125
Norwalk, Connecticut 06856-5125

With copies to: Office of Corporation Counsel
125 East Avenue, Room 237
PO Box 5125
Norwalk, Connecticut 06856-5125

To the Contractor: «VendorAuthorizer», «VendorAuthorizerTitle»
 «VendorName»
 «VendorAddress1»
 «VendorCity», «VendorState» «VendorZip»

K. The City of Norwalk's hiring practices strive to comply with all applicable federal regulations regarding employment eligibility and employment practices. Thus, all individuals and entities seeking to do work for the CITY are expected to comply with all applicable laws, governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and employment practices. The CITY reserves the right at its discretion, but does not assume the obligation to require proof of valid citizenship or, in the alternative, proof of a valid green card for each person employed in the

performance of work or services for the City of Norwalk. By reserving this right the CITY does not assume any obligation or responsibility to enforce or ensure compliance with the applicable laws and/or regulations.

L. The Contract and its attached exhibits include applicable State of Connecticut and federal governmental requirements that the Contractor must comply with and must require its subcontractors and consultants to comply with. The Contractor hereby acknowledges that such requirements are subject to revision by the state or federal governmental authorities from time to time during the Contract term and that, by entering into a Contract with the City, the Contractor agrees to be subject to such revised requirements and changes in law or regulations as in effect at any given time and, as a result thereof, shall perform any additional obligations with respect to the particular Project, throughout the term of this Contract. The Contractor shall observe all federal, state and local laws, Ordinances, policies, practices and regulations. In addition, the Contractor agrees to promptly procure all necessary approvals, licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work.

M. In case of a conflict between the provisions of the Contract any state and federal requirements, or any specification, guide, manual, policy, or requirement of the Contract Documents, or other publication referenced herein, the provision containing additional details or more stringent requirements will control. In case of the Contractor's inability to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the City shall have the right to determine, in its sole discretion, which provision applies. The Contractor shall promptly request in writing the City's determination upon the Contractor's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of the Contract.

N. With respect to any referenced guide, manual, policy, document, or other publication noted in the Contract and noted to be subject to revision throughout the term of the Contract, the Contractor agrees to comply with the version of the document or publication that is in effect on the date effective of the Contract.

O. The Contractor shall cooperate fully with the City and permit the City, or other state or federal authority, as applicable, to review, at any time during the Work, all activities performed by the Contractor with respect to any Work under this Contract. Upon request of the City, the Contractor shall timely furnish all documents related to the Work so that the City may evaluate the Contractor's activities with respect to the Project, including, but not limited to, its performance of the Work pursuant to this Contract, and applicable law.

P. The CONTRACTOR hereby represents to the CITY as follows:

(i) That it is a legally existing corporation under the laws of its state of incorporation and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation,

receivership or any other action for the protection of creditors or debtors;

ii) that it has the financial resources to perform this Contract and that it is not the subject of any litigation or action, pending or threatened, regarding this Contract or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Contract;

(iii) that it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Contract and to assume the responsibilities and obligations created hereunder;

(iv) that this Contract is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the CONTRACTOR hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions; and

(v) that it is in compliance with all applicable regulations and laws governing employment practices.

IN WITNESS WHEREOF, this Contract has been executed in four (4) counterparts by the CITY, acting by and through its Mayor, who has caused the seal of his office to be affixed hereto, and the CONTRACTOR has duly executed this Contract on the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK

Witness

Witness

By: _____
«ContractAuthorizer»
Its «ContractAuthorizerTitle»
Duly Authorized

Date Signed: _____

Signed, Sealed and Delivered
in the Presence of:

«VendorName»

Witness

Witness

By: _____
«VendorAuthorizer»
Its «VendorAuthorizerTitle»
Duly Authorized

(Affix corporate seal of

contractor if a corporation)

Date Signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____
Comptroller

Date: _____

INSURANCE RIDER

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater.

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: With respect to all operations the Contractor performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

Umbrella/Excess Liability: With respect to all operations the Contractor performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would “follow form” of the underlying required terms and conditions.

Environmental Liability: If applicable, based on the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation (Contractor's Pollution Liability –CPL-) insurance in the amount of Five Million Dollars (\$5,000,000) per claim limit and Five Million Dollars (\$5,000,000) aggregate limit per occurrence. If the insurance is provided with a combination of excess pollution liability policies, the policy shall be written on a follow form coverage wording to its underlying Schedule of insurance.

Errors and Omissions/Professional Liability: With respect to any damage caused by a negligent act, error, or omission of the Contractor, the Contractor shall carry minimum Five Million Dollars (\$5,000,000) coverage per claim and in the aggregate. With respect to any damage caused by a negligent act, error, or omission of the Contractor's subconsultants, the subconsultants shall carry minimum Two Million Dollars (\$2,000,000) coverage per claim and in the aggregate.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute

coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the Contractor's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City of Norwalk as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Waiver of Subrogation: Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

CONTRACT FOR CONSTRUCTION SERVICES

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CITY OF NORWALK
PURCHASING DEPARTMENT

1.7 INSURANCE REQUIREMENTS

CONSTRUCTION SERVICES INSURANCE RIDER

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater.

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: With respect to all operations the Contractor performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut, and Employer's Liability limits of One Hundred Thousand Dollars (\$100,000) coverage for each accident, One Hundred Thousand Dollars (\$100,000) coverage for each employee by disease, Five Hundred Thousand (\$500,000) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

Umbrella/Excess Liability: The Contractor shall carry Umbrella or Excess Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than One Million Dollars (\$1,000,000).

With respect to all operations the Contractor performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

Environmental Liability: If applicable, based on the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation (Contractor's Pollution Liability –CPL-) insurance in the amount of One Million Dollars (\$1,000,000) per claim limit and One Million Dollars (\$1,000,000) aggregate limit per occurrence. If such insurance is written on a claims-made basis, the Contractor shall maintain such coverage continuously throughout the term of work for a period of seven (7) years following acceptance of the work by the City.

Installation Floater: Property Insurance provided by Contractor to insure materials to be installed while onsite but not yet installed. Value of coverage to be in an amount to insure the maximum value of materials onsite at any one time. Any property deductible is the responsibility of the Contractor.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of seven (7) years, or the maximum time period reasonably available in the marketplace. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than seven (7) years following acceptance of the work by the City.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or better. Additionally, all carriers are subject to approval by the City of Norwalk.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein. All Certificates of Insurance shall be provided to the City's Corporation Counsel and to the City's Finance Department (Attn: Risk Manager) as required herein.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the City thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the City related to the Contractor's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, (excluding Workers' Compensation & Professional Liability, if included) required for the performance of the Services shall include the City as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Contractor's insurance shall be primary and shall not seek contribution from any other insurance carried by the additional insured in the payment of a claim.

Waiver of Subrogation: The Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers. This waiver of subrogation does not apply to Professional Liability coverage.

Certificate of Insurance: Prior to the commencement of services under this Contract, the Contractor shall furnish Certificate(s) of Insurance to the City. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be provided prior to expiration but no more than fifteen (15) days after policy renewal.

All insurance documents required should be mailed to the City's Corporation Counsel and to the City's Finance Department (Attn: Risk Manager), P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

SECTION 2 - PROJECT SPECIFICATIONS/SCOPE OF WORK

2.1 NORWALK TENNIS/PICKLEBALL COURT RENOVATIONS LOCATIONS

Ludlow Park, Gregory Blvd. (2 existing tennis courts)

Norwalk Senior Center, 11 Allen Rd. (1 existing tennis court, 1 basketball ½ court)

Fitch Park, 75 Strawberry Hill Ave. (2 existing basketball courts)

2.2 BID SUBMISSION INFORMATION

a. BASE BID

Rebuild 2 asphalt tennis courts at Ludlow Park in Asphalt to include 1 dedicated tennis court, and 1 tennis court with 4 pickleball overlays.

Rebuild 1 asphalt tennis court at Norwalk Senior Center in Asphalt to include 1 dedicated tennis court with 4 pickleball overlays. Rebuild 1 asphalt ½ court basketball court in asphalt to include ½ court basketball and 1 pickleball court.

b. ALTERNATE 1

Rebuild 2 asphalt basketball courts at Fitch Park in asphalt

c. ALTERNATE 2

Rebuild 2 asphalt basketball courts at Fitch Park in post tension concrete

2.3 SITE PREPARATION:

1. All fence poles, footings, mesh, rails and hardware to be removed from court and disposed of offsite. Any disposal fees are the responsibility of the contractor.
2. Existing tennis net posts and their footings will be removed. Basketball posts (Senior Center and Fitch Park), if solid, will remain. Contractor recommendation if removal is needed shall be included in this bid.
3. The existing asphalt surface shall be ground in place utilizing a Caterpillar Reclaimer or similar. Any pieces of asphalt larger than 8" will be removed from site.
4. All excavating, filling, compacting, grading and leveling work required shall be performed so that the finished court surface slopes 1" in 10 feet on a true plane from side to side, or front to back. Slope to follow existing pitch of court.

2.4 ASPHALT SURFACE:

1. A base course of up to 4" of 3/4 processed shall be spread over sub-base in a manner to produce a uniform density and to within plus or minus 1/2" of final grade.
2. A leveling course of hot plant asphalt having a maximum aggregate size of 1/2" shall be constructed over the base course in a manner to produce a compacted thickness of 1 1/2" and to within plus or minus 1/4" of final grade.
3. A surface course of hot plant asphalt having a maximum aggregate size of 1/4" shall be constructed over the leveling course in a manner to produce a compacted thickness of 1 1/2" and to within plus or minus 1/8" final grade.

2.5 FENCE:

1. New fence fabric shall be 11-gauge steel core vinyl coated to 9 gauge with uniform square mesh measuring approximately 1 3/4" between its parallel sides.
2. New line posts shall be 2 1/2" in diameter and of sufficient length to allow for installation to a depth of 3' below ground level. All posts shall be spread in the line of fence not further apart than 10' and fabric shall be fastened to them by means of No. 9 gauge zinc coated wire clips and spaced approximately 12" – 18" apart.
3. End, gate and corner posts shall be 3" in diameter steel pipe (structural weight). Fabric shall be attached to these posts by means of a tension strip.
4. Both line and terminal posts shall be set in cylindrical concrete foundations, 3' in depth and 10" in diameter, except if rock is encountered. In the instance of bedrock, or boulder too large to be excavated, a hole will be drilled to a depth of 3' and the fence pole installed with quick set cement.
5. A No. 7 gauge vinyl coated tension wire shall be provided along bottom of fence. Fabric shall be fastened to tension wire at intervals of 2' with hog rings.
6. The fence shall have a continuous top rail for its full length of 1 5/8" steel pipe.
7. Installation shall consist of matching existing fencing layouts with the addition of a 4' fence between the tennis courts at Ludlow Park with 2 pedestrian openings.
8. Installation will include two personal gates on each court, both 7 feet in height and 4 feet in width, and 1 double equipment access gate on each court.
9. All poles, rails, gates, fixtures, rods and wire to be vinyl coated, BLACK. Vinyl coated posts are System 3 equivalent to structural weight steel pipe.

2.6 COLOR FINISH: NOVACRYLIC COMBINATION SURFACE

SURFACE:

1. Final Surface Inspection: Prior to application of a color finish system the court shall be flooded with water and allowed to drain. A depression holding water deeper than 1/8" shall be patched and leveled with acrylic cement. Note: Contractor must supply hoses for flooding of court, paving, pressure washing and tool maintenance
2. The entire surface will be coated with two coats of acrylic resurfacer (NovaSurface®) to fill pavement voids, correct minor surface irregularities and to seal existing surface. NovaSurface.
3. Two coats of a colored, acrylic base emulsion containing inorganic fillers shall be applied with squeegees to establish a color base
4. None of the color finished coats shall be applied to a damp surface, when rain is imminent, or when temperature is below 55 degrees.

PLAYING LINES: 1 COAT OF SEAL-A-LINE; 2 COATS OF NOVATEX (LINE PAINT):

1. Tennis Lines: Base lines shall be not more than 4" wide and playing lines not more than 2" wide, accurately located and marked in accordance with the rules of the United States Lawn Tennis Association. Lines shall be treated with Nova Seal-a-Line and two (2) coats of Novatex white, water base paint especially formulated for striping tennis courts.
2. Pickleball lines: Base lines shall be not more than 2" wide and playing lines not more than 1 ½" wide, accurately located and marked in accordance with the rules of the USAPA. Lines shall be treated with Nova Seal-a-Line and two (2) coats of standard yellow or "related color lines," water base acrylic.
3. Basketball Lines: Baselines, sidelines, foul lines, lane lines, midcourt lines, 3-point lines, restricted area lines

2.7 NET AND EQUIPMENT:

1. Tennis post foundations shall be not less than 24" in diameter at the top, not less than 30" in diameter at the bottom, and not less than 36" in depth. Foundations shall be so situated as to provide a clear distance between posts of 42'.
2. Tennis center strap anchor shall be set in concrete footings measuring 12" by 12".
3. Tennis nets measuring 42' long and 42" wide and otherwise conforming to regulations of the United States Lawn Tennis Association shall be provided.

2.8 ALTERNATE 2 - Fitch Park Post Tension Concrete

Concrete Specifications for Fitch Park Basketball Court

SITE PREPARATION:

1. The existing fence will be taken down and reinstalled as new in the same configuration
2. The existing basketball posts will be removed

POST TENSION CONCRETE SLAB:

1. Form work will be installed around the entire perimeter of the basketball courts.
2. Two layers of 6 mil poly will be installed over the existing asphalt. The first layer will run in the north south direction and the second layer will run in east west direction. All joints will be taped.
3. Post-tensioning cables will be installed according to engineered design which will be shown on drawings submitted by the winning contractor. Cables to be 7 strand, ½" sheathed and greased cables, commercial grade with 50 mil plastic sheathing.
4. Double-rod #4 rebar will be installed on both sides of the anchors as shown on drawings to act as back up bars.
5. A 4.5" thick, 3000 psi concrete slab will be placed inside the formwork. Concrete mix will be a specially designed mix used for post tension slabs. Mix design will be part of the submittal package if awarded the project.
6. Forms will be stripped, and the post-tensioning cables will be stressed according to their specifications. First stress, 24 hours after completion of concrete pour. Second stress will be done after concrete reaches +/- 2300 psi (which will take +/- 7 days after the pour). Page 53 The total stress will be 33,000 lbs. per linear inch in both directions. The design of this slab is based on a residual pre-stress force (psi) of 120 which is above PTI recommendations for sport courts on grade.
7. After final stress, post-tension cable ends will be cut off inside the cone holes, exposed anchors and cables inside the cone holes will be first sprayed with a rubberized waterproof spray and then the cone holes will be filled with no-shrink grout (so edge of slab is flush and smooth).
8. The new concrete slab will be checked for flatness. Any low spots exceeding 1/8" in ten feet in any direction will be filled with 5000 psi epoxy concrete and brought to the proper elevation.

SPORT SURFACE:

Prime Coating Sports Surface:

1. The entire concrete slab will be sealed, primed, and waterproofed with a breathable waterproof sealer Classic Turf Adhesive (CTA) and grip layer will be installed.
2. One (1) coat of Novasurface acrylic resurfacer, or similar, will be applied to the grip layer according to its specifications.
4. Two (2) coats of Novacrylic color, or similar, coat will be applied to the entire concrete surface according to its specifications. Finish color will be owner's decision.
5. White playing lines will be applied with Novatex, or similar, line paint according to its specifications.
6. 4 new basketball posts/backboard systems to be installed, see attached specifications

GUARANTEE:

1. Contractor will guarantee the post tension concrete slab for a period of 20 years from structural cracking, heaving, and settling.
2. The Prime Coating Sports Surface will be guaranteed for a period of 10 years from bubbling and peeling. * NOTE: The Sports Surface may need to be re-coated (two coats of color coat) anytime between 5 – 10 years depending on usage.

FITCH PARK, STRAWBERRY HILL AVE, NORWALK



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Slow

Fast

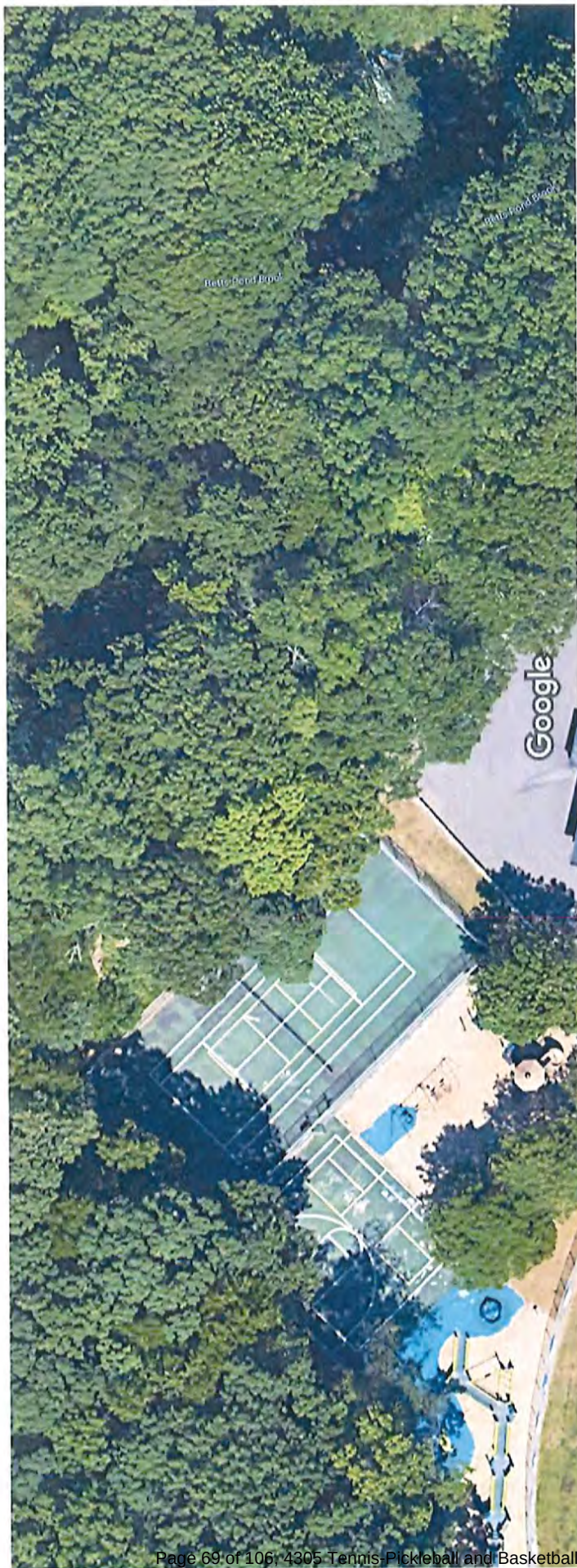
Live traffic

Google Maps LUDLOW PARK, NORWALK



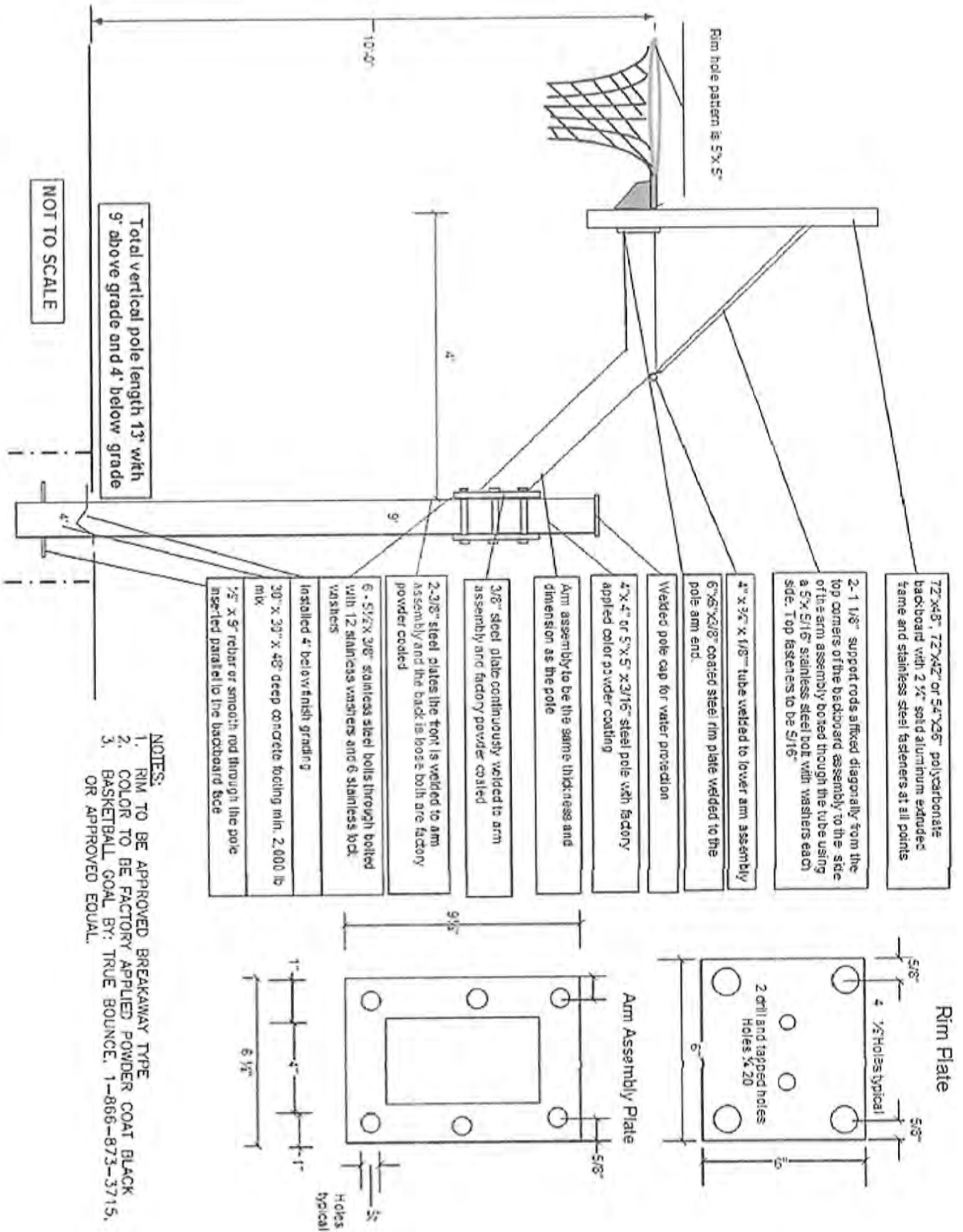
Imagery ©2023 CNES / Airbus, Maxar Technologies, New York GIS, Map data ©2023 Google 50 ft

Google Maps SENIOR CENTER, 11 ALLEN ROAD, NORWALK



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5 BASKETBALL GOAL — 5' EXTENSION
SCALE: N.T.S.



SECTION 3 - GENERAL BIDDING INFORMATION FOR CONSTRUCTION

Rev. 08/08/2013

NOTE: SECTION 3 - GENERAL INFORMATION contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 08/08/2013 or later on file you may obtain a copy over the Internet at <http://www.norwalkct.gov> . Adobe Acrobat reader is required to view this document. If you do not have this software you may down load it for free from Adobe. A link to the Adobe site is provided.

Document number 1006: <http://www.norwalkct.gov/documentcenter/view/865>

SECTION 4 - CITY OF NORWALK GENERAL CONDITIONS FOR CONSTRUCTION

NOTE: SECTION 4 contains the City's General Terms and Conditions for construction. Your Firm is responsible for obtaining a copy of this document prior to bidding. If you do not have a revision dated 04/20/2011 or later on file you may download a copy of this document from the Terms and Conditions section of the City of Norwalk's website at www.norwalkct.gov

Document number 1008<http://www.norwalkct.gov/DocumentCenter/Home/View/866>

SECTION 5 - PREVAILING WAGE ADDENDEUM

(Note: Page numbering in this section is not sequential with other sections within this document)

The Contractor shall weekly submit to the Director a certified payroll, which shall consist of a complete copy of its records relating to the wages and hours worked by each employee and a schedule of the occupation or work classification at which each mechanic, laborer or workman on the Project is employed during each work day and week. The submission shall be in such manner and form as the State Labor Commissioner requires and in compliance with the requirements of Public Act 93392. This weekly submission shall also include a statement signed by the employer (the Contractor) indicating the information set forth in Section I (f) of Public Act 93-392."

Minimum Rates and Classifications for Heavy/Highway Construction

ID#: 23-50644

Connecticut Department of Labor
Wage and Workplace Standards

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: 4305 Project Town: Norwalk
State#: FAP#:
Project: Tennis-Pickleball and Basketball Court Renovations at Ludlow Park, Norwalk Senior Center and Fitch Park

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	45.21	29.05
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	39.92	34.47
2) Carpenters, Piledrivermen	37.61	27.61
2a) Diver Tenders	37.61	27.61
3) Divers	46.07	27.61
03a) Millwrights	38.02	28.41
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	56.25	25.15
4a) Painters: Brush and Roller	37.62	24.55
4b) Painters: Spray Only	40.62	24.55

As of: July 25, 2023

4c) Painters: Steel Only	39.62	24.55
4d) Painters: Blast and Spray	40.62	24.55
4e) Painters: Tanks, Tower and Swing	39.62	24.55
4f) Elevated Tanks (60 feet and above)	46.62	24.55
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	43.4	32.07+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	42.37	40.02 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	48.28	35.50
----LABORERS----		
8) Group 1: General Laborers and concrete specialist	33.5	25.59
8) Group 1a: Acetylene Burners (Hours worked with a torch)	34.5	25.59
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	33.75	25.59
10) Group 3: Pipelayers	34.0	25.59
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	34.0	25.59

As of: July 25, 2023

12) Group 5: Toxic waste removal (non-mechanical systems)	35.5	25.59
13) Group 6: Blasters	35.25	25.59
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	36.5	25.59
Group 8: Traffic control signalmen	20.1	25.59
Group 9: Hydraulic Drills	34.25	25.59
Group 10: Toxic Waste Removers A or B With PPE	36.5	25.59
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	35.73	25.59 + a
13b) Brakemen, Trackmen, Miners' Helpers and all other men	34.76	25.59 + a
----CLEANING, CONCRETE AND CAULKING TUNNEL----		
14) Concrete Workers, Form Movers, and Strippers	34.76	25.59 + a
15) Form Erectors	35.09	25.59 + a
----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----		

As of: July 25, 2023

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	34.76	25.59 + a
17) Laborers Topside, Cage Tenders, Bellman	34.65	25.59 + a
18) Miners	35.73	25.59 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----		
18a) Blaster	42.22	25.59 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	42.02	25.59 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	40.04	25.59 + a
21) Mucking Machine Operator, Grout Boss, Track Boss	42.81	25.59 + a
----TRUCK DRIVERS----(*see note below)		
Two Axle Trucks, Helpers	32.16	30.51 + a
Three Axle Trucks; Two Axle Ready Mix	32.27	30.51 + a
Three Axle Ready Mix	32.33	30.51 + a
Four Axle Trucks	32.39	30.51 + a
Four Axle Ready-Mix	32.44	30.51 + a

As of: July 25, 2023

Heavy Duty Trailer (40 tons and over)	34.66	30.51 + a
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	32.44	30.51 + a
Heavy Duty Trailer (up to 40 tons)	33.39	30.51 + a
Snorkle Truck	32.54	30.51 + a
----POWER EQUIPMENT OPERATORS----		
Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over). (Trade License Required)	52.78	27.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	48.37	27.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	52.41	27.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	51.51	27.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer).	48.0	27.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	47.1	27.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper).	46.64	27.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps;	45.92	27.80 + a

As of: July 25, 2023

Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" mandrel)

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	45.92	27.80 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	45.55	27.80 + a
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Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrel)	45.14	27.80 + a
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Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	44.67	27.80 + a
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Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	44.14	27.80 + a
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Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	41.69	27.80 + a
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Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	41.69	27.80 + a
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Group 12: Wellpoint Operator.	41.61	27.80 + a
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Group 13: Compressor Battery Operator.	40.92	27.80 + a
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Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	39.54	27.80 + a
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Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	39.06	27.80 + a
Group 16: Maintenance Engineer.	38.28	27.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	43.46	27.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	40.54	27.80 + a

**NOTE: SEE BELOW

----LINE CONSTRUCTION----(Railroad Construction and Maintenance)----

20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
21) Heavy Equipment Operator	42.26	6.5% + 19.88
22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
23) Driver Groundmen	26.5	6.5% + 9.00
23a) Truck Driver	40.96	6.5% + 17.76

----LINE CONSTRUCTION----

24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20

As of: July 25, 2023

26) Heavy Equipment Operators	37.1	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

~~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work
~~

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page:

www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

As of: July 25, 2023

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.



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PREVAILING WAGE BID PACKAGE

- [Prevailing Wage Law Poster](#) (PDF, 97KB)
- [Section 31-53b](#): Construction safety and Health Course. Proof of completion required for employees on public building projects.
 - [Informational Bulletin - The 10-Hour OSHA Construction Safety and Health Course](#) (PDF, 20KB)
- [Notice For All Mason Contractors](#) (PDF, 5KB)
- [CT General Statute 31-55a](#)
- [Contractor's Wage Certification Form](#) (PDF, 11KB)
- [Payroll Certification - Public Works Projects](#)
- [Information Bulletin - Occupational Classifications](#)
- [Footnotes](#) (Rev. 07/19) (PDF)

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THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.


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[Section 31-53b](#): Construction safety and Health Course. Proof of completion required for employees on public building projects.

https://www.cga.ct.gov/current/pub/chap_557.htm#sec_31-53b

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

November 29, 2006

Notice
To All Mason Contractors and Interested Parties
Regarding Construction Pursuant to Section 31-53 of the
Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

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Standard Wage Rates
Workplace Standards
Employment of Minors
FMLA
Joint Enforcement Commission For Worker Misclassification (JEC)
Stop Work Orders
Contact Us

PREVAILING WAGE BID PACKAGE

- [Prevailing Wage Law Poster](#) (PDF, 97KB)
- [Section 31-53b](#): Construction safety and Health Course. Proof of completion required for employees on public building projects.
 - [Informational Bulletin - The 10-Hour OSHA Construction Safety and Health Course](#) (PDF, 20KB)
- [Notice For All Mason Contractors](#) (PDF, 5KB)
- [CT General Statute 31-55a](#)
- [Contractor's Wage Certification Form](#) (PDF, 11KB)
- [Payroll Certification - Public Works Projects](#)
- [Information Bulletin - Occupational Classifications](#)
- [Footnotes](#) (Rev. 07/19) (PDF)

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[CT General Statute 31-55a](#)

https://www.cga.ct.gov/current/pub/chap_557.htm#sec_31-55a

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed

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

Notary Public

Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____



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CERTIFIED PAYROLL FORM WWS - CPI

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Misclassification \(JEC\)](#)

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In accordance with [Connecticut General Statutes, 31-53](#) Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.

Note: Once you have downloaded these forms and are ready to print them out, set the print function on your PC to the horizontal print orientation.

Note2: Please download both the Payroll Certification for Public Works Projects **and** the Certified Statement of Compliance for a complete package. The Certified Statement of Compliance appears on the same page as the Fringe Benefits Explanation page.

Announcement: The Certified Payroll Form WWS-CPI can now be completed on-line!

- [Certified Payroll Form WWS-CPI](#) (PDF, 727KB)
- [Sample Completed Form](#) (PDF, 101KB)

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CERTIFIED PAYROLL FORM WWS - CPI

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[Connecticut General Statutes, 31-53](#)

https://www.cga.ct.gov/current/pub/title_31.htm

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.												PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS WEEKLY PAYROLL												Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109					
CONTRACTOR NAME AND ADDRESS:												SUBCONTRACTOR NAME & ADDRESS						WORKER'S COMPENSATION INSURANCE CARRIER POLICY # EFFECTIVE DATE: EXPIRATION DATE:											
PAYROLL NUMBER		Week-Ending Date		PROJECT NAME & ADDRESS																									
PERSON/WORKER, ADDRESS and SECTION		APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION		DAY AND DATE						Total ST Hours	BASE HOURLY RATE		TYPE OF FRINGE BENEFITS		GROSS PAY FOR ALL WORK PERFORMED THIS WEEK		TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB		CHECK # AND NET PAY				
						S	M	T	W	TH	F	S				Per Hour 1 through 6 (see back)				FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER						
				Trade License Type & Number - OSHA 10 Certification Number		HOURS WORKED EACH DAY						Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH																
														\$		1. \$													
														Base Rate		2. \$													
														\$		3. \$													
														\$		4. \$													
														Cash Fringe		5. \$													
														\$		6. \$													
														\$		1. \$													
														Base Rate		2. \$													
														\$		3. \$													
														\$		4. \$													
														Cash Fringe		5. \$													
														\$		6. \$													
														\$		1. \$													
														Base Rate		2. \$													
														\$		3. \$													
														\$		4. \$													
														Cash Fringe		5. \$													
														\$		6. \$													

12/9/2013
WWS-CP1
*IF REQUIRED
*SEE REVERSE SIDE
PAGE NUMBER ____ OF

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care _____ 4) Disability _____
2) Pension or retirement _____ 5) Vacation, holiday _____
3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as

Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

(Signature) (Title) Submitted on (Date)

*****THIS IS A PUBLIC DOCUMENT***
DO NOT INCLUDE SOCIAL SECURITY NUMBERS**

Week-Ending Date:
Contractor or Subcontractor Business Name:

*IF REQUIRED

PAGE NUMBER _____ OF _____

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.										PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS WEEKLY PAYROLL										Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109				
CONTRACTOR NAME AND ADDRESS: Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472										SUBCONTRACTOR NAME & ADDRESS XYZ Corporation 2 Main Street Yantic, CT 06389					WORKER'S COMPENSATION INSURANCE CARRIER Travelers Insurance Company POLICY # #BAC8888928 EFFECTIVE DATE: 1/1/09 EXPIRATION DATE: 12/31/09									
PAYROLL NUMBER 1		Week-Ending Date 9/26/09		PROJECT NAME & ADDRESS DOT 105-296, Route 82																				
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total ST Hours Total O/T Hours	BASE HOURLY RATE TOTAL FRINGE BENEFIT PLAN CASH	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY				
				S	M	T	W	TH	F	S					FICA	FEDERAL	STATE	LIST OTHER						
				20	21	22	23	24	25	26					WITH- HOLDING	WITH- HOLDING								
Robert Craft 81 Maple Street Willimantic, CT 06226		M/C	Electrical Lineman E-1 1234567 Owner OSHA 123456		8	8	8	8	8		S-TIME 40	\$ 30.75 Base Rate	1. \$ 5.80 2. \$ 3. \$ 2.01	\$1,582.80				P-xxxx	\$1,582.80	#123 \$ xxx.xx				
Ronald Jones 212 Elm Street Norwich, CT 06360	65%	M/B	Electrical Apprentice OSHA 234567		8	8	8	8	8		S-TIME 40	\$ 19.99 Base Rate	1. \$ 2. \$ 3. \$	\$1,464.80	xx.xx	xxx.xx	xx.xx	G-xxx	\$1,464.80	#124 \$xxx.xx				
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B		M/H	Project Manager			8					S-TIME 8	\$ Base Rate	1. \$ 2. \$ 3. \$	\$1,500.00	xx.xx	xx.xx	xx.xx	M-xx.x		#125 xxx.xx				
											S-TIME	\$ Base Rate	1. \$ 2. \$ 3. \$											
											O-TIME	\$ Cash Fringe	4. \$ 5. \$ 6. \$											

7/13/2009
WWS-CP1

*IF REQUIRED

*SEE REVERSE SIDE

PAGE NUMBER 1 OF 2

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care Blue Cross 4) Disability _____
2) Pension or retirement _____ 5) Vacation, holiday _____
3) Life Insurance Utopia 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of 9/26/09,

I, Robert Craft of XYZ Corporation, (hereafter known as
Employer) in my capacity as Owner (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

Robert Craft owner 10/2/09
(Signature) (Title) Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft owner 10/2/09
(Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CPI as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

THIS IS A PUBLIC DOCUMENT
DO NOT INCLUDE SOCIAL SECURITY NUMBERS

Information Bulletin

Occupational Classifications

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ****License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.***

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. **License required by Connecticut General Statutes: R-1,2,5,6.*

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal)).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ****License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ****License required, crane operators only, per Connecticut General Statutes.***

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- **SHEETMETAL WORKERS**

Fabricate, assemble, install and repair sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

****License required per Connecticut General Statutes: F-1,2,3,4.***

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are required to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ****License required, drivers only, per Connecticut General Statutes.***

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

➤ *Any questions regarding the proper classification should be directed to:*
Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6790.

**Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES**

- ⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators
(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

SECTION 5.1

LIVING WAGE ORDINANCE

GENERAL INFORMATION

Rev. 03312023

NOTE: SECTION 5 contains information concerning the City's Living Wage Ordinance. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 03/31/2023 or later on file, you may download a copy of this Ordinance from the Terms and Conditions section of the City of Norwalk's website at <http://www.norwalkct.gov>

Document number **1019:** <http://www.norwalkct.gov/DocumentCenter/Home/View/862>

CITY OF NORWALK
CONTRACT FOR CONSTRUCTION SERVICES
WITH
T.D. AND SONS, INC.
FOR
BRIEN MCMAHON ATHLETIC FIELD CONVERSION
PROJECT NO. RNP 2021-1

This Contract entered into this 24th day of September, 2021 (the "Effective Date"), by the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter referred to as "City"), acting by and through Harry W. Rilling, its Mayor, duly authorized, and **T.D. AND SONS, INC.**, a corporation organized and existing under the laws of the State of Connecticut with an office and principal place of business located at 34 Sunset Hill Road, Bethel, Connecticut 06801, acting herein by Antonio Dilorio, its President, duly authorized (hereinafter, the "Contractor").

WITNESSETH: That the City and the Contractor, for the consideration hereinafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE

The Contractor shall furnish all the materials, machinery, implements, tools, labor, services, and other items of every kind (the "Work") using its best skill and attention required to perform and complete in the most substantial and workmanlike manner the project generally identified as *Brien McMahon Athletic Field Conversion, Project No. RPN 2021-1* (hereinafter, the "Project"). The Work shall be performed in strict compliance with the Contract Documents as that term is defined in Article 3 hereof.

The City will compensate the Contractor for the satisfactory completion of the Project and of all of the Contractor's duties, obligations and responsibilities under this Contract, subject to additions and deductions as herein provided, the total sum of **EIGHT HUNDRED SIXTY EIGHT THOUSAND FIFTY-SIX DOLLARS AND 00/100 CENTS (\$868,056.00)** for Item Number 56001808 the *Brien McMahon Athletic Field Conversion* (Base Bid), plus the lump sum amount of **TWO HUNDRED EIGHTY EIGHT THOUSAND SEVEN HUNDRED SEVENTY EIGHT DOLLARS AND 00/100 CENTS (\$288,778.00)** for Alternate Item Number 56001809 *Sports Lighting*; plus the lump sum amount of **SEVENTY SEVEN THOUSAND DOLLARS AND 00/100 CENTS (\$77,000.00)** for Alternative Item Number 56001811 *Protective Netting*, (Item Numbers are as shown in Contractor's Proposal), all in the manner set forth herein and the Contract Documents.

The Project shall be performed in accordance with the true intent and meaning of the Contract Documents without any expense of any nature whatsoever to the City exceeding the compensation stated herein. The Contractor's Work hereunder shall be overseen by Antonio Dilorio, its duly authorized President.

The Contractor hereby represents that it has carefully examined and understands all of the terms and requirements of the Contract Documents, has investigated the nature, locality and site of the Project and the conditions and difficulties under which it is to be performed and that it enters into this Contract on the basis of its own examination, investigation and evaluation of such and not in reliance on any opinions or representations of the City or any third party, including any officer, agent, servant or employee thereof.

ARTICLE 2. ADMINISTRATION OF CONTRACT BY CITY

The Work to be performed under this Contract shall be overseen on behalf of the City by Ken Hughes, Interim Director of Recreation and Parks, referred to as the "Director." The Contractor acknowledges and agrees that any instructions, reviews, advice, approvals or directives rendered to it by the Director or his designated representative consistent with the Contract Documents are authorized on behalf of the City. However, notwithstanding the above, no advice, directive or other recommendation or request by the City shall give rise to liability or responsibility on the City's part for any portion of the Work, nor shall it relieve the Contractor of its responsibilities hereunder.

ARTICLE 3. DOCUMENTS FORMING THE CONTRACT

The Contract Documents shall be deemed to include the City's Invitation to Bid dated July 15, 2021, Addendum No. 1 dated July 16, 2021 and Addendum No. 2 dated July 28, 2021, copies of which are respectively annexed hereto and incorporated herein as **Exhibit 1, 1-A and 1-B** (collectively referred to as the "RFP"); the Contractor's Bid Response dated August 3, 2021 and received on August 5, 2021, a copy of which is annexed hereto and incorporated herein as **Exhibit 2**; the Insurance Rider, a copy of which is annexed hereto and incorporated herein as **Exhibit 3**; this written Contract, including all bonds and insurance certificates; the City of Norwalk General Conditions for Construction Rev. 04/20/2011 ("General Conditions"), as amended; any addenda to the general, special, technical or other specifications and conditions for the Project subsequently issued by the City; State Labor Department minimum wage rates (if applicable); and all provisions required by law to be inserted in this Contract, whether or not physically inserted. The term "Specifications" as used herein shall refer to those specifications set forth in the Project Manual found on page 27 of the RFP. The term "Site" as used herein shall refer to 300 Highland Avenue, Norwalk, CT 06854.

This Contract, together with the other Contract 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 Contract irreconcilably conflicts with any provision of the other Contract Documents, the provision imposing a greater obligation on the Contractor shall govern.

ARTICLE 4. EXAMINATION OF DOCUMENTS AND SITE

The Contractor confirms that it has carefully examined the Site, as well as its surrounding area. As a result, the Contractor acknowledges that it is fully informed regarding all existing conditions, both natural and manmade, as well as all such above grade, at grade and subsurface conditions that may in any way affect the Work to be done for the proper completion of the Project, including, by way of example, the existence of poles, wires, pipes, ducts, conduits and other facilities and structures of municipal and public service corporations on, over or under the Site. The Contractor further acknowledges that it has secured such information by personal investigation, research, and inquiry into all reasonably available data concerning the actual Site and has not relied upon the estimates or records of the City; and that it will make no claim against the City by reason of reliance on any such estimates, tests, information, data or representations made by any officer, agent, representative or employee of the City, or for costs incurred as a result thereof.

In addition, the Contractor agrees that, prior to starting any part of the Work, it shall carefully study and compare the Contract Documents, including without limitation, the Specification set forth therein, relative to that portion of the Work in order to facilitate construction and determine whether inconsistencies or conflicts exist.

ARTICLE 5. DATE OF COMPLETION AND LIQUIDATED DAMAGES

A. The Contractor further agrees that it will begin the Project herein described promptly upon execution of this Contract unless written instruction from the Director is given to begin at a different date (the "Commencement Date"). The Contractor shall diligently and continuously prosecute and complete the same and coordinate its Work with all other work being performed on the Project according to any schedules that may be issued from time to time during the Project, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of any part of the Project and so that the Project shall be entirely completed within 200 calendar days from the date of this Contract (the "Completion Date"), unless such Completion Date is extended by written notice signed by the Director.

The Contractor shall contribute to and cooperate with the development of the Project schedules and other efforts to achieve timely completion of the Work. The Contractor shall be required to provide information for the scheduling of the times and sequence of operations required in order for its Work to meet the City's overall schedule requirements and it shall continuously monitor the Project schedule and the performance of the Work, so as to be fully familiar with the timing, phasing and sequence of operations of the Work and of any other work performed by others on the Project. The Contractor shall diligently execute the Work in accordance with the requirements of the Project schedule including any revisions thereto.

THE CONTRACTOR ACKNOWLEDGES THAT TIME IS OF THE ESSENCE IN TERMS OF COMPLETION OF THE CONTRACTOR'S WORK HEREUNDER BY THE STATED COMPLETION DATE.

B. Extension of Agreement. No extension beyond this Completion Date of completion shall be effective unless in writing signed by the Director. Any extension shall be for such time and upon such terms and conditions as may be set by the Director, which may include charges for professional services, engineering and inspection expenses incurred, (including expenses incurred by railroad companies on contracts which affect a railroad right of way) as a result. Notice of application for any extension shall be filed with the Director at least fifteen (15) days prior to the date of completion set forth above.

The Contractor shall work during such days and times as required by the City so as not to interfere with its use or operation of the Site. However, if the City deems it necessary, it may direct the Contractor to work overtime. If so directed, the Contractor shall work overtime and, provided that it is not in default under any of the terms or provisions of this Contract or of other Contract Documents, the City will pay the Contractor for such actual additional wages paid directly for such overtime work, if any, at rates which have been approved by the City.

C. Excused Delay. In the event the Contractor is delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Work by any cause including, but not limited to, any act, omission, neglect, negligence or default of the City or of anyone employed by it, or by any other contractor or subcontractor on the Project, or by damage caused by fire or other casualty or by any other cause beyond the control of and not due to any fault, neglect, act or omission of the Contractor, its officers, agents, employees, subcontractors or suppliers, the Contractor's exclusive remedy shall be an extension of time for a period equivalent to the time lost by reason of any and all of the aforesaid causes. Provided, however, that the Contractor shall not be entitled to any such extension of time unless the Contractor (1) notifies the City in writing of the cause or causes of such delay, obstruction, hindrance or interference within forty-eight (48) hours of the commencement thereof and (2) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof. Notwithstanding the foregoing, if any of the Contract Documents are at variance with granting such time extension, then the provisions of such documents shall control.

In no event shall the Contractor be entitled to money damages or an adjustment to the sum payable hereunder by virtue of any such delay.

D. Unexcused Delay and Liquidated Damages. In the event of a delay in the progress of the Work or disruption of, hindrance, obstruction, or interference with the Work due to any fault, neglect, action or omission of the Contractor or any of its officers, agents, servants, employees, subcontractors or suppliers which results in any additional cost, expense, liability or damage to the City including, legal fees and disbursements

incurred by the City (whether incurred in defending claims arising from such delay or in seeking reimbursement or indemnity from the Contractor and/or its surety hereunder or otherwise) or any damages or additional costs or expenses for which the City may or shall become liable, no extension of time shall be granted and the Contractor (and its surety) shall be liable to compensate the City for and indemnify it against all such costs, expenses, damages and liability. In addition, the Contractor shall not only fulfill all of its obligations imposed by this Contract at its own cost and expense, but also work such overtime as may be necessary to make up for all time lost in the performance of the Work and of the Project. Should the Contractor fail to make up for the time lost by reason of such delay, the City shall have the right to hire other contractors to work overtime, if needed, and to take whatever other action it deems necessary to avoid delay in the completion of the Work and of the Project. The cost and expense of such overtime and/or such other action, including all other consequential damages and expenses, shall be borne by the Contractor hereunder.

It is understood by the parties that timely completion of the Project is essential. Failure of the Contractor to complete the Project by the date stated herein will result in the City and the public incurring damages, additional costs and inconveniences that would be impossible or extremely difficult to accurately quantify at the time. Therefore, the parties agree that, if the Contractor fails to satisfactorily complete the Project hereunder within the time specified or within any extension of time that may have been allowed, there shall be deducted from any monies due or that may become due the Contractor, the sum of **TWO HUNDRED DOLLARS (\$200.00)** for each and every calendar day, including Saturdays and legal holidays, that the Project remains incomplete in accordance with Article 5 of this Contract. This sum shall not be imposed as a penalty, but as liquidated damages due the City from the Contractor by reason of the damages incurred, inconvenience and additional costs and expenses to the public together with other problems suffered as a result of any such delay thereby occasioned.

ARTICLE 6. CONTINGENCIES, EXTRA WORK, AND CHANGES

Whenever the City determines that, for any reason deemed to be in the best interests of the Project, the Contract Document, including without limitation, the Specifications set forth therein, should be revised to provide for changes, deletions, contingencies, additional or extra work, it may issue a Change Order to the Contractor. Once the City has issued and signed a written Change Order in its standard form, the Contractor shall forthwith comply with the specifications of such Change Order. In such event, allowances for additions and/or deductions to the prices listed in the bid documents will be made commensurate with such changes in the scope or extent of the Work. Any such action by the City shall not constitute grounds for a claim by the Contractor for damages, loss of anticipated profits, or for costs resulting from any variations between the approximate quantities and quality of Work contemplated in the bid documents and as built.

All changes, additions or omissions in the Work ordered in writing by the City shall be deemed to be a part of the Work hereunder and shall be performed and furnished in strict accordance with all of the terms and provisions of the Contract Documents based on a negotiated cost for the Work and materials. The Contractor shall be responsible for keeping its surety informed of all such modifications to this Contract. The obligations of Contractor's surety shall not be reduced, waived or adversely affected by the issuance of such Change Orders, additions or deductions and the City shall not be required to inform the surety of the same or to obtain the consent of the surety to such modifications.

ARTICLE 7. MEANS AND METHODS

The Contractor shall supervise and direct the Work using its best skill and attention in order to perform and complete the Project according to the Contract Documents in a timely and workmanlike manner. The Contractor shall be responsible for safeguarding the Site and all adjacent property from damage and for implementing all reasonable and necessary construction means, methods, techniques, sequences and procedures for safety precautions, protection against vandalism, and compliance with fire insurance rating bureau procedures, in connection with the performance of the Work. Contractor further assumes responsibility for all actions and omissions of its agents, employees, subcontractors, suppliers and all of their respective agents, employees and any other person performing any part of the Work.

ARTICLE 8. NO COLLUSION OR FRAUD

The Contractor hereby agrees that all persons interested as principal or principals in the bid or proposal submitted by the Contractor for this Project are named therein; that this Contract has been secured without any connection with any person or persons other than those named; that this Contract was secured without collusion or fraud; and that neither any officer nor employee of the City, nor any member of the immediate family of any such person, has or will have a financial interest in the performance of this Contract, in the supplies, Work or business to which it relates, or in any portion of the profits thereof.

ARTICLE 9. ESTIMATES AND PAYMENT

As the Project progresses in accordance with the Contract and in a manner that is satisfactory to the City, the City hereby agrees to make payments to the Contractor in proportion to the Contractor's progress on the Work. The procedure for processing payments is as follows: on or before the last day of each month the Contractor shall submit to the City, in the form required by the City, a written Application For Payment showing the value of the Work performed and in place as of that date. From this amount shall be deducted all previous payments and all charges for services, materials, equipment and other items chargeable to the Contractor. The balance of such Application must be approved by the City and should represent the value of Work done and material furnished in accordance with the terms and conditions of this Contract during the

preceding month. The Contractor shall be paid ninety-five (95%) percent of such amount. The five (5) percent retained shall be held by the City until final completion and acceptance of all Work covered by this Contract; compliance by the Contractor with all of its responsibilities hereunder including the provision of signed waivers of lien from Contractor, its subcontractors and suppliers; the posting of a twenty-five percent (25%) maintenance bond by the Contractor insuring the Project for a period of one (1) year from the date of final acceptance; and the making of all payments due all subcontractors and material suppliers in connection with the Project. Nothing herein shall modify or limit detailed payment provisions contained in the Contract Documents and approved by the Director.

Prior to commencing the Work, the Contractor shall submit to the City a detailed Schedule of Values showing the breakdown of the total contract price into its various parts for approval. The City may modify the Schedule of Values, or may require additional information or a more detailed breakdown of costs, subject to their final approval. All Applications for Payments will thereafter be submitted according to the approved payment Schedule.

The City reserves the right to advance the date of any payment (including the final payment) under this Contract if, in its judgment, it becomes desirable to do so.

The Contractor agrees that, if and when requested to do so by the City, it shall furnish such information, evidence and substantiation as the City may require with respect to the nature and extent of all obligations incurred by the Contractor for or in connection with the Work, all payments made by the Contractor thereon, and the amounts remaining unpaid and the reasons therefor.

The Contractor warrants that: (1) title to Work, materials and equipment covered by an Application for Payment will pass to the City either by incorporation in construction or upon receipt of any payment for the same by the Contractor, whichever occurs first; (2) Work, materials and equipment covered by Applications for Payment shall be free and clear of liens, claims, security interests or encumbrances; and (3) no Work, materials or equipment covered by an Application for Payment shall be acquired by the Contractor, or any other entity or person performing any Work at the Site or furnishing materials or equipment for the Project, subject to an Contract or arrangement under which any interest therein or an encumbrance thereon is retained by the seller of such or is otherwise imposed by the Contractor or such other entity or person.

With each Application For Payment the Contractor shall (i) certify to the City that the Work, for which payment is requested, (1) has been fully completed in accordance with the Contract Documents; (2) that all amounts owed to any subcontractor and subconsultant for Work or materials covered by all previous progress payments have been paid in full; and (3) that the Contractor has no claim outstanding against the City related to this, or any previous progress payment, except any such claim as has been previously served by way of a detailed, verified statement upon the City prior to the filing

of such Application For Payment, and (ii) shall submit weekly certified payrolls for the Project in compliance with Conn. Gen. Stat. § 31-53 prevailing wages laws. If requested to do so, the Contractor will file signed Waivers of Lien with each Application for Payment in a form satisfactory to the City.

The Contractor's refusal to accept any payment as tendered shall constitute a waiver of any right to interest thereon.

It is further agreed that so long as the Contractor fails to comply with any lawful or proper direction concerning the Work or material given by or on behalf of the Director, the Contractor shall not be entitled to have any estimate made for the purpose of payment. No such estimate shall be rendered until the Contractor fully and satisfactorily complies with all such directions.

If any of the following occurs: (1) a claim or lien is made or filed with or against the City, the Project, or the Project funds by any person claiming that the Contractor or any subcontractor or other person under subcontract has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work; (2) there is evidence of such nonpayment or of any claim or lien for which, if established, the City might become liable and which is chargeable to the Contractor; (3) the Contractor or any subcontractor or other person under subcontract causes damage to the Work or to any other work on the Project; (4) or if the Contractor fails to perform or is otherwise in default under any of the terms or provisions of this Contract, the City shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (i) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (ii) make good any such nonpayment, damage, failure or default, and (iii) compensate the City for and indemnify and hold it harmless against any and all actual or potential losses, liabilities, damages, costs and expenses, including legal fees and disbursements, which may be sustained or incurred in connection therewith. The City shall have the right to apply and charge against the Contractor so much of the amount retained as may be required for the foregoing purposes. If the amount is insufficient therefor, the Contractor shall be liable for the difference and promptly pay the same to the City. No person shall have any right or claim by reason of the City's failure or refusal to withhold monies. No interest shall be payable by the City on any amounts withheld under this provision.

This provision is not intended to limit or in any way prejudice any other right of the City.

No payment (final or otherwise) made under or in connection with this Contract shall be conclusive evidence of the proper performance of the Work or of this Contract, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials nor shall it release the Contractor from any

of its obligations under this Contract; nor shall entrance upon and use of the Site by the City constitute acceptance of the Work or any part thereof.

If, in the judgment of the Director, the Project is "substantially," although not entirely, completed, and in this event the withholding of the retained percentage would be an injustice to the Contractor, the Director may, provided that he receives certification that the essential items in the Contract have been completed in accordance with the terms of the Contract, include in the final account such uncompleted items. The City will pay the Contractor therefor at the item prices in the Contract upon the Contractor's depositing with the Director a certified check drawn upon a legally incorporated bank or trust company equal to at least double the value of such uncompleted Work. The deposit may be used by the Director to complete the uncompleted portion of the Contract and any unused portion may be returned to the Contractor upon its satisfactory completion of the uncompleted Work within a specified number of working days after it has been notified to proceed.

ARTICLE 10. PAYMENT TO SUBCONTRACTORS AND SUPPLIERS

The Contractor shall, within thirty (30) days after its receipt of payment from the City, pay all amounts due any supplier or subcontractor, whether for labor performed or materials furnished hereunder, when such labor or materials have been included in a requisition submitted by the Contractor and paid by the City.

The Contractor shall include in each of its contracts and subcontracts hereunder a provision requiring each contractor or subcontractor to pay all amounts due any of its own subcontractors (second tier subcontractors), whether for labor performed or materials furnished, within thirty (30) days after such contractor or subcontractor is paid by the Contractor an amount that includes payment for labor or materials furnished by such second tier subcontractor.

ARTICLE 11. FINAL PAYMENT

Final payment and payment of any amounts retained shall not become due until the following conditions precedent have been met: (1) the City accepts the Project and approves of all the Work performed hereunder; (2) the Contractor submits the following documents satisfactory to the City (a) certification that all payrolls, bills for materials, labor and equipment, and all other indebtedness connected with the Project, for which the City or City's property might be liable, have been paid or otherwise satisfied and that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, materials, equipment or other items performed, furnished or incurred for or in connection with the Work; (b) written consent of surety, if applicable; (c) a certificate confirming that insurance required by the Contract Documents is to remain in force for the required period of time following completion of the Work; (d) a satisfactory maintenance bond posted with the City ensuring the Project in compliance with Section 109-13 of the General Conditions for a period of one (1) year from the date of final acceptance; (e) the Contractor provides all

required certifications that all Work, products and materials comply with Contract Document, including without limitation, the Specifications set forth therein, and have been properly installed and/or incorporated into the Project in accordance with all applicable manufacturers' warranties; (f) all warranties for products, materials and equipment incorporated into the construction of the Project have been transferred assigned to the City; (g) any other information and documentation establishing payment or satisfaction of all outstanding obligations, to the extent and in such form as may be designated by the City, such as, by way of example only, receipts, releases and waivers of liens, including the execution and delivery by the Contractor, in a form satisfactory to the City, of a general release running to and in favor of the City; (h) all required Certified Payrolls acceptable to the City and the State of Connecticut Department of Labor; (i) final punchlist items have been completed to the satisfaction of the City; (j) a certificate of occupancy for the Project has been issued by the Building Department; and (k) all Change Orders with sufficient backup/documentation acceptable to the City. Should any claim be made or other obligation arise after final payment is made, the Contractor shall refund to the City all expenses paid by the City to satisfy, discharge or defend against any such claim, obligation or lien or any action brought or judgment recovered thereon and all costs and expenses, including legal fees and disbursements, incurred in connection therewith.

If the Contractor cannot, for reasonable cause not of its own fault, furnish any such information or documentation required by the City, the Contractor may furnish a bond satisfactory to the City promising to indemnify the City against any Project related, outstanding obligation. If any lien remains unsatisfied after final payments are made by the City, the Contractor shall reimburse the City for moneys the City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Acceptance by the Contractor, or anyone claiming by or through it, of any interim or final payment hereunder shall constitute and operate as a release of the City from any and all claims of any liability or responsibility to the Contractor for anything done to, furnished for, relating to or in connection with the Project hereunder, and for any act, neglect, default on the part of the City or any of its officers, agents, or employees unless the Contractor serves a detailed and verified statement of claim upon the City prior to the acceptance of such payment. Such statement shall specify the items and details upon which the claim is based and any claim shall be limited to such items. The Contractor's refusal to accept the final payment as tendered shall constitute a waiver of any right to interest thereon.

ARTICLE 12. FINAL ACCEPTANCE OF WORK

When, in the opinion of the Director, the Contractor has fully performed all the required Work under this Contract and any Change Orders issued for the Project to the Contractor, the Director shall recommend the acceptance of the Work so completed. If the recommendation is accepted, the City shall thereupon notify the Contractor in writing of such acceptance, and copies of such acceptance shall be sent to other interested parties. However, the City has the right to reject the whole or any portion of the Work

should it be found or known to be inconsistent with the terms of the Contract Documents or otherwise improper. All certifications upon which partial payments may have been made, being merely estimates, are subject to correction in the final determination or upon final payment.

ARTICLE 13. SAFETY

The Contractor agrees that it is responsible for preventing accidents and ensuring safety of all persons engaged in the Project or in the vicinity of the Work including members of the general public. The Contractor shall comply with all laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with all safety standards established during the progress of the Work.

The Contractor shall at all times provide sufficient, safe and proper facilities for the inspection of the Work by the City and its authorized representatives in the field, at shops or at any other place where materials or equipment for the Work are in the course of preparation, manufacture, treatment or storage. The Contractor shall, immediately upon receiving written notice from the City, stop any part of the Work which is deemed unsafe and proceed to take down all portions of the Work and remove all materials whether worked or unworked, that may be noted as unsound, defective or improper or as in any way failing to conform to this Contract or other Contract Documents, including without limitation, the Specification set forth therein. The Contractor, at its own cost and expense, shall replace the same with proper and satisfactory Work and materials and make good all Work damaged or destroyed by or as a result of such unsound, defective, improper or nonconforming Work or materials or by the taking down, removal or replacement thereof. The Contractor agrees that it shall not have nor make any claim for costs, damages, delays or extensions of time arising out of such stoppages. Should the Contractor neglect to take such corrective measures, the City may do so at the cost and expense of the Contractor and may deduct the cost thereof from any payments due or to become due to the Contractor.

Notwithstanding the foregoing, Contractor shall at all times be responsible for ensuring the safety of all persons and property at the Site, regardless of any action or failure to act on the part of the City. Nothing set forth herein, nor any action or failure to act by the City, shall relieve the Contractor of its obligations and responsibilities with regard to safety and safeguarding of the Site and all persons and property thereon or adjacent thereto.

ARTICLE 14. COMPLIANCE WITH GOVERNMENTAL LAW AND REGULATIONS

The Contractor shall comply with all applicable laws, codes and regulations

governing the Work and the Project and shall require it Trade Contractor and Subcontractors to do the same.

Without limiting the generality of the foregoing, the Contractor shall comply with The Code of the City of Norwalk Code, Chapter 34 entitled Requirements for Contracts with City. In addition, all trade contractors and subcontractors working on the Project shall have, throughout the period of the Work, valid State of Connecticut Department of Consumer Protection issued licenses to do business according to the current, applicable regulations.

A. Equal Employment Opportunity and Affirmative Action

The Contractor for itself and all subcontractors and subconsultants employed in connection with the Project shall agree to abide by the provisions of State of Connecticut Executive Orders Numbers 3 and 17 and Vice Presidential Executive Orders Numbers 11246, 11375 and 11063.

The Contractor or its subcontractors and subconsultants further agree and warrant that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, age, sex, gender identity or expression, marital status, national origin, sexual orientation, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability including, but not limited to blindness, unless it is proven that the disability or characteristic prevents proper performance of the Work involved - in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure 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, 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. The terms stated in this paragraph shall be defined as set forth in Connecticut General Statutes Section 4a-60(d).

The Contractor shall not permit any coercion, intimidation, threatening or interference with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by state or federal laws, including without limitation, the Americans with Disabilities Act.

The Contractor agrees to comply with any request of the City of Norwalk or the Connecticut Commission on Human Rights and Opportunities to provide information and permit access to pertinent books, records and accounts concerning its employment practices and procedures.

For purposes hereof, discrimination in employment shall include, but need not be limited to, employment advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment and selection for apprenticeship.

The Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as contractors, subcontractors and suppliers of materials on or related to the Project. For purposes of this paragraph the term "minority business enterprise" shall be defined as set forth in Connecticut General Statutes Section 4a-60(e).

The Contractor will cause the foregoing provisions to be inserted in all trade contracts and subcontracts for any Work related to the Project or covered by this Contract so that such provisions will be binding upon each trade contractor and subcontractor.

B. In addition, Contractor shall comply and shall require its trade contractors and subcontractors who perform any Work in connection with the Project to comply with all current, applicable terms of the following, as the same may be amended from time to time:

- The Civil Rights Act of 1964, as amended;
- Federal Labor Standards (29 CFR Parts 3, 5 and 5a);
Davis Bacon Act;
- Copeland "Anti-Kickback" Act (18 USC 874), as supplemented in the Department of Labor Regulations (20 CFR - Part 3);
- Flood Disaster Protection Act (PL 93-291);
- Hatch Act (Title 4 USC Chapter 15);
- Section 504 of the Rehabilitation Act of 1973;
- The Americans With Disabilities Act;

C. Prevailing Wage Requirements

This Contract shall be subject to the Connecticut State Prevailing Wage regulations and requirements and applicable prevailing wage rates as such may be amended or revised from time to time; and

The Contractor shall comply, at its own cost, with all such applicable prevailing wage rate regulations, as the same may be revised or amended from time to time. Under no circumstances shall the Contractor be entitled to any additional payment or any increase in the costs, fees or expenses payable by the City hereunder, based on any increase in the cost of compliance with applicable regulations, requirements or any increase in the applicable, prevailing wage rates.

D. State Labor and Employment Regulations

Pursuant to Connecticut General Statutes, Section 31-52a, the following provision

shall be incorporated into this Contract and each subcontract hereunder insofar as this Contract or any such subcontract relates to a public works project, including, but not limited to, construction, remodeling or repairing of any public facility or structure (except public buildings covered by Section 31-52), site preparation or improvement, appurtenances or highways, or the preparation or improvement of any land or waterway on or in which a structure is situated or to be constructed:

In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to persons who are residents of the State who are, and continuously for at least six (6) months prior to the date hereof have been, residents of this State, and if no such person is available then to residents of other states.

Nothing herein shall abrogate or supersede any provision regarding residence requirements in a collective bargaining agreement to which the contractor is a party. Any contractor who knowingly and willfully employs any person in violation of any provision of this section is subject to fines based on current laws.

Pursuant to Connecticut General Statutes, Section 31-53, the following provision shall be incorporated into this Contract and each subcontract hereunder for work relating to the construction of a public works project where the combined total cost of all Work to be performed by all contractors and subcontractors in connection with the new construction of a Public Works Project is One Million Dollars (\$1,000,000.00) or more, or for work relating to the remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project if the total combined cost of all Work to be performed in connection with such project is One Hundred Thousand Dollars (\$100,000.00) or more:

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the Work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Norwalk. Any contractor who is not obligated by Contract to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

In the event that the City and/or the State of Connecticut determines that any mechanic, laborer or workman employed by the Contractor or any subcontractor directly on the Site for the Work contemplated hereunder has been or is being paid a rate of wages less than that required to be paid, as stated herein, the City may, in addition to all other rights and remedies provided by this Contract and the other Contract Documents or by law, terminate the Contractor's right to proceed with the Work hereunder or such part

of the Work for which there has been a failure to pay the required wages. In the event of such termination, the City may prosecute the Work to completion by contract or otherwise and the Contractor and its sureties shall be liable to the City for all costs incurred thereby in excess of the compensation to be paid under this Contract.

Each employer subject to the provisions of Section 31-53 of the Connecticut General Statutes shall comply with the applicable requirements at its own cost and expense and shall not be entitled to any additional payment or increase in its fees payable hereunder as a result of or due to the cost of compliance.

ARTICLE 15. RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT

If, at any time, the City determines that the Work hereunder is not being performed according to the Contract or for the best interest of the City or should the Contractor at any time refuse or neglect to supply a sufficient number of skilled workers or materials of the proper quality and quantity; or fail in any respect to prosecute the Work with promptness and diligence; or cause by any act or omission the stoppage, impede, obstruct, hinder or delay of or interference with or damage to the Work of any other contractors or subcontractors on the Project; or fail in the performance of any of the terms and provisions of this Contract or of the other Contract Documents; or should there be filed by or against the Contractor a petition in bankruptcy or for an arrangement or reorganization; or should the Contractor become insolvent or be adjudicated a bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency -- then in any of such events, each of which shall constitute a default hereunder on the Contractor's part, the City shall have the right, in addition to all other rights and remedies provided by this Contract and the other Contract Documents or by law, to temporarily suspend the execution of the Work by the Contractor and proceed with the Work under its own direction in accordance with the Contractor Documents and in such manner as the Director determines to be in the best interests of the City or, the City may terminate the Contractor's employment under this Contract while it is in progress, and thereupon proceed with the Project in such manner and by such process as it determines to be in the best interest of the Project.

In any of the foregoing events, the Contractor shall not be entitled to receive any further payment under this Contract until the Work shall be wholly completed to the satisfaction of the City, as evidenced by written acceptance signed by the Director. All costs, expenses, losses and damages, including attorneys' fees, and all other charges incurred by the City for the completion of the Work as a result shall be charged to the Contractor and deducted by the City from any monies due or payable or to become due or payable hereunder. Such costs and expenses shall include not only the cost of completing the Work to the satisfaction of the City and of performing and furnishing all labor, services, materials, equipment, and other items required therefor, but also all losses, damages, costs and expenses, (including legal fees and disbursements incurred in connection with repurchase, in defending claims arising from such default and in

seeking recovery of all such costs and expenses from the Contractor and/or its surety), and disbursements sustained, incurred or suffered by reason of or resulting from the Contractor's default. If such costs and expenses and other charges exceed the amount stated herein, such excess amount shall be charged to and promptly paid by the Contractor to the City. In computing the amounts chargeable to the Contractor, the City shall not be held to a basis of the lowest prices for which the completion of the Project or any part thereof might have been accomplished, but the Contractor shall be liable for all sums actually paid or expenses actually incurred in affecting prompt completion of the Project hereunder. The rights described herein are in addition to any other rights and remedies provided by law.

Should the City reactivate the performance of the Project, in whole or in part, within one (1) year from the time of suspension, any fees paid to the Contractor pursuant to this Contract shall be applied as payment on the fees as set forth in the Contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year but not sooner, the Contractor and the City may renegotiate the Contract based upon current conditions or may unilaterally elect to terminate the Contract.

Termination or suspension under this section shall not give rise to any claim against the City for damages or compensation in addition to that provided hereunder.

ARTICLE 16. INTERPRETATION OF PLANS/SHOP DRAWINGS

The Work shall be performed and furnished under the direction and to the satisfaction of the City and, where appropriate, its Architect or Engineer. The Contractor shall be responsible for identifying any ambiguity in, or difference in interpretation of the Contract Documents and shop drawings, or between or among any of them, and immediately submitting the issue to the City, which will transmit the same to the responsible professional designer (i.e., Professional Engineer or Architect) who shall resolve the same. Any decision in relation thereto shall be final and conclusive upon the parties. The City will furnish to the Contractor any additional information and plans as may be prepared to further describe the Work and the Contractor shall conform to and abide by the same.

Notwithstanding the dimensions on the any of the Contract Documents and/or shop drawings, it shall be the obligation and responsibility of the Contractor to take such measurements as will insure the proper matching and fitting of the Work covered by this Contract with contiguous work.

The Contractor shall prepare and submit to the Director such shop drawings as may be necessary to describe completely the details and construction of the Work. Approval of such shop drawings shall not relieve the Contractor of its obligation to perform the Work according to the Contract Documents, including without limitation, the Specifications set forth therein, nor of its responsibility for the proper matching and fitting of the Work with contiguous work and the coordination of the Work with other work being

performed on the Site, which obligation and responsibility shall continue until completion and acceptance of the Project.

The Contractor's submission of a shop drawing shall constitute the Contractor's representation that it has reviewed the submission for accuracy and compliance with all Contract Documents and that, wherever engineering is required to be performed, same has been performed by a qualified and licensed engineer which shall have responsibility therefor.

Should the proper and accurate performance of the Work hereunder depend upon the proper and accurate performance of other work not covered by this Contract, the Contractor shall carefully examine such other work, determine whether it is in fit, ready and suitable condition for the proper and accurate performance of the Work hereunder, use all means necessary to discover any defects in such other work, and before proceeding with the Work hereunder, report promptly any such improper conditions and defects to the City in writing and allow the City a reasonable time to have such improper conditions and defects remedied.

ARTICLE 17. REJECTED WORK AND MATERIAL

In the event the City finds that the materials furnished, the finished Project or the Work performed hereunder by the Contractor, for any reason, does not conform with the requirements of the Contract Documents including without limitation any performance and Project Specifications and has resulted or will result in an inferior or unsatisfactory product, the materials or Work shall be removed and replaced or otherwise corrected, to the satisfaction of the City, by and at the expense of the Contractor.

The Contractor agrees that it shall at once remove from the Site at its own expense all Work or material which may be rejected by the City and replace the same with Work or material satisfactory to the City. All Work shall be in a first class and satisfactory condition at the time of final acceptance.

ARTICLE 18. LAWS, PERMITS, AND LICENSES

The Contractor shall observe all Federal, State, and local laws and regulations and shall procure all necessary licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work hereunder without any additional charge or expense to the City. Contractor shall be responsible for and shall correct, at its sole cost and expense, any violation thereof resulting from or in connection with the performance or failure to perform the Work.

The Contractor shall at any time upon demand furnish such proof as the City may require showing such compliance and the correction of such violations. The Contractor agrees to save harmless and indemnify the City, its officers and employees, from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines,

penalties, costs and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the Contractor's failure to comply with any of said laws, ordinances, rules, regulations, standards, orders, notices or requirements or to correct such violations therefor in connection with the performance of Work.

The Contractor acknowledges, represents and warrants that it shall comply with the requirements of Chapter 50 of the Norwalk City Code in performance of the Work. Without limiting the generality of the foregoing, Contractor acknowledges, represents and warrants that no natural gas waste or oil waste, as defined by Chapter 50 of the Norwalk City Code, will be used by the Contractor, or any of its subcontractors, agents or vendor agents, in performing the Work pursuant to this Agreement.

ARTICLE 19. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall agree to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning its employment practices and procedures. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any of the Work covered by this Contract so that such provisions will be binding upon each subcontractor.

ARTICLE 20. SUCCESSORS AND ASSIGNS

This Contract shall bind the successors, assigns and representatives of the parties hereto. Notwithstanding the foregoing, this Contract may not be assigned by the Contractor nor shall the Contractor's rights, title or interest herein or hereto be assigned, transferred, conveyed, sublet, or disposed of without the previous written consent of the Director.

ARTICLE 21. RESPONSIBILITY FOR THE SITE

At all times throughout the performance of this Contract and until final acceptance of the Work hereunder, the Contractor shall be in control of and responsible for the Site and for any loss or damage to the Work to be performed and furnished under this Contract, however caused. This shall include responsibility for loss of or damage to materials, tools, equipment, appliances or other personal property owned, rented or used by the Contractor or anyone employed by it in the performance of the Work, however caused. Accordingly, the Contractor shall, at its own cost and expense, (1) keep the Site free at all times from all waste materials, packaging materials and other rubbish accumulated in connection with the execution of its Work, (2) clean and remove from its own Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete or dirt caused by the execution of its Work and make good all defects resulting therefrom, (3) at the completion of its Work in each area, perform such cleaning as may be required to leave the area "broom clean," and (4) at the entire completion of its Work, remove all of its tools, equipment, scaffolds, shanties and surplus materials. Should the Contractor fail to perform any of the foregoing to the City's satisfaction, the City shall have

the right to perform and complete such Work itself or through others and charge the cost thereof to the Contractor.

ARTICLE 22. INSURANCE

The Contractor agrees to obtain at its own cost and expense all insurance required by the 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 the Project, 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.

Waiver of Subrogation: Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

ARTICLE 23. INDEMNIFICATION

The Contractor expressly agrees to at all times indemnify, defend and hold harmless the City of Norwalk, and its respective officers, employees, servants, agents and representatives, on account of any and all demands; claims; damages; losses; litigation; financial costs and expenses, including reasonable counsel's fees; and compensation arising out of personal injuries (including death), any damage to property, real or personal, and any other loss, expense or aggrievement directly or indirectly arising out of, related to or connected with the Project and the Work to be performed hereunder by the Contractor, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Contract; shall be separate and independent of any other provision or requirement of this Contract; and shall not be limited by reason of any insurance coverage provided hereunder.

The City may withhold from any payment due or to become due to the Contractor an amount sufficient in its judgment to protect and indemnify the City, its officers, employees, servants, agents and representatives from and against any and all such claims and liabilities described above.

Nothing in this provision, or elsewhere in this Contract, shall be deemed to relieve the Contractor of its duty to defend the City or other indemnified party, as specified in this Contract, pending a determination of the respective liabilities of the Contractor, the City, or any other indemnified party, by legal proceeding or Contract.

In furtherance to but not in limitation of the indemnity provisions in this Contract, Contractor hereby expressly and specifically agrees that its obligation to indemnify, defend and hold harmless as provided in this Contract shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under workers' compensation laws.

ARTICLE 24. 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; (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; and (iii) a maintenance bond guaranteeing the Work pursuant to the Agreement for a period of two (2) years from the date of written acceptance by the City. The amounts of the foregoing bonds shall each be 100% of the amount of the contract price set forth in Article 3 except for the maintenance bond which shall be 25% of said amount. All bonds shall be submitted to the office of the Norwalk Corporation Counsel for review at prior to execution of this Contract.

ARTICLE 25. SUBCONTRACTING AND ASSIGNMENTS

The Contractor shall not subcontract any portion of the Work to be performed hereunder unless the prior written consent of the Director is given for both the Work to be subcontracted and the subcontractor to perform the same.

In the event that the City approves of the hiring of subcontractors or subconsultants to pursue the Project, the Contractor agrees to cooperate as fully as possible with the City and any and all such subcontractors and subconsultants in the interests of the Project. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and subconsultants as it is for the acts and omissions of its direct employees and shall require any subcontractor or subconsultant approved by the City to agree in a written contract to observe and be bound by all obligations and conditions of this Contract to which Contractor is bound hereby including the requirements regarding insurance and indemnification.

Each subcontract contract shall preserve and protect the rights of the City and the Project Architect/Design Engineer under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow the subcontractor, unless specifically provided

otherwise, the benefits of all rights, remedies and redress against the Contractor that the Contractor has against the City pursuant to the Contract Documents.

Nor shall Contractor assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Contract including, but not limited to, any right to receive payments hereunder, without the prior written consent of the City in its sole discretion. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event Contractor assigns, sells, encumbers or otherwise transfers its rights to any monies due or to become due under this Contract as security for any loan, financing or other indebtedness (herein "Assignment"), notification to the City of such Assignment must be sent by certified mail, return receipt requested, and the Assignment shall not be effective as against the City until the City provides its written consent to such Assignment. Contractor agrees that any such Assignment shall not relieve the Contractor of any of its Contracts, duties, responsibilities or obligations under this Contract and the other Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between the City and assignee or transferee. Contractor further agrees that all of the City's defenses and claims arising out of this Contract with respect to any Assignment are reserved unless expressly waived in writing by a duly authorized corporate officer. Contractor hereby agrees to indemnify, defend and hold harmless the City from and against any and all loss, cost, expense or damages that the City has or may sustain or incur in connection with such Assignment.

ARTICLE 26. WARRANTY

The Contractor hereby warrants to the City that all of the Work shall be performed in conformance with Contract Documents, including without limitation, the Specification set forth therein, and shall be of good quality and free from any faults and defects.

The Contractor shall remove, replace and/or repair at its own expense and at the convenience of the City any portion of the Work, materials or equipment which, at any time up until one (1) year from the date of final acceptance of the Work hereunder, the Architect or the City shall condemn as unsound, defective or improper or as in any way failing to conform to this Contract or other Contract Documents, and the Contractor, at its own cost and expense, shall replace the same with proper and satisfactory Work, materials and/or equipment.

Without limiting the generality of the foregoing, the Contractor warrants to the City that all materials and equipment furnished under this Contract will be of first class quality and new, unless otherwise required or permitted by the Contract Documents; that the Work performed and materials used pursuant to this Contract will be free from any defects and that the Work will conform with the requirements of the Contract Documents. Work not conforming to such requirements, not of the prescribed quality, or not capable of meeting the City's performance specifications, including substitutions not properly approved and authorized, shall be considered defective and must be removed and

replaced by Contractor at its own cost and expense. All warranties contained in this Contract and in the other Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law.

ARTICLE 27. NOTICE OF CLAIMS

Claims by the Contractor must be in writing and sent within thirty (30) days following the occurrence of an event giving rise to the claim or within thirty (30) days after the Contractor first acquires knowledge of or information concerning the claim, whichever occurs later to the extent that such knowledge or information could not have been reasonably obtained earlier. Claims must be made in writing and sent to the City at the address(es) listed herein and shall describe the nature of the claim, the events or circumstances that gave rise to the claim with reasonable detail, and the amount thereof to the best of the Contractor's information.

ARTICLE 28. GENERAL PROVISIONS

A. This Contract shall be deemed binding only to the extent that sufficient funds are available and appropriated to the City for payment in accordance with the terms hereof and no liability on account of this Contract shall be incurred by the City beyond such moneys as are properly made available and appropriated for the Project.

B. The relationship of the Contractor to the City is that of an independent Contractor. The Contractor covenants and agrees that it will conduct itself consistent with such status; that it will neither hold itself nor any of its employees or agents out as nor claim to be an officer, agent, or employee of the City by reason hereof; and that it will not, neither for itself nor on behalf of any of its employees, agents, or subcontractors, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

C. The Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. Should the Contractor be unable to certify the above statement, it shall attach a certified statement explaining such to this Contract. The Contractor further agrees to include the foregoing certification in any subcontract or purchase order, which it may enter into in furtherance of the Work contemplated hereunder.

D. No member of the governing body of the City, and no other officer, employee, or agent of the City, shall have any personal interest, direct or indirect, in this Contract, except as permitted by the Code of Ethics of the City of Norwalk; and the Contractor covenants that no person having such interest shall be employed in the performance of this Contract.

E. This Contract shall be construed in accordance with the laws of the State of Connecticut, and any action at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District Stamford/Norwalk.

F. The Contractor shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Contract or the services to be performed hereunder, and shall commit no trespass on any private property in performing any of the Work embraced herein.

G. This Contract incorporates all the understandings of the parties hereto, supersedes any and all Contracts and negotiations reached and all commitments made by the parties prior to the execution of this Contract, whether oral or written, and shall not be released, amended or modified in any way unless by a written instrument signed by the parties hereto.

H. If any provision of this Contract is held invalid, the balance of the provisions of this Contract shall not be affected thereby if the balance of the provisions of this Contract would then continue to conform to the requirements of applicable laws.

I. Each and every provision and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the written consent of the parties, this Contract shall forthwith be physically amended to make such insertion.

J. All notices of any nature referred to in this Contract shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the City: Ken Hughes, Interim Director of Recreation and Parks
Department of Recreation and Parks
125 East Avenue, PO Box 5125
Norwalk, Connecticut 06856-5125

With copies to: Office of Corporation Counsel
125 East Avenue, Room 237
PO Box 5125
Norwalk, Connecticut 06856-5125

With copies to: Finance Department
(For insurance purposes) City Hall, 125 East Avenue
P.O. Box 5125

Norwalk, CT 06856-5125
Attn: Risk Manager

To the Contractor: Antonio Dilorio, President
T.D. and Sons, Inc.
34 Sunset Hill Road
Bethel, CT 06801

K. The City of Norwalk's hiring practices strive to comply with all applicable federal regulations regarding employment eligibility and employment practices. Thus, all individuals and entities seeking to do work for the City are expected to comply with all applicable laws, governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and employment practices. The City reserves the right at its discretion, but does not assume the obligation to require proof of valid citizenship or, in the alternative, proof of a valid green card for each person employed in the performance of work or services for the City of Norwalk. By reserving this right the City does not assume any obligation or responsibility to enforce or ensure compliance with the applicable laws and/or regulations.

L. The Contract and its attached exhibits include applicable State of Connecticut and federal governmental requirements that the Contractor must comply with and must require its subcontractors and consultants to comply with. The Contractor hereby acknowledges that such requirements are subject to revision by the state or federal governmental authorities from time to time during the Contract term and that, by entering into a Contract with the City, the Contractor agrees to be subject to such revised requirements and changes in law or regulations as in effect at any given time and, as a result thereof, shall perform any additional obligations with respect to the particular Project, throughout the term of this Contract. The Contractor shall observe all federal, state and local laws, Ordinances, policies, practices and regulations. In addition, the Contractor agrees to promptly procure all necessary approvals, licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work.

M. In case of a conflict between the provisions of the Contract any state and federal requirements, or any specification, guide, manual, policy, or requirement of the Contract Documents, or other publication referenced herein, the provision containing additional details or more stringent requirements will control. In case of the Contractor's inability to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the City shall have the right to determine, in its sole discretion, which provision applies. The Contractor shall promptly request in writing the City's determination upon the Contractor's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of the Contract.

N. With respect to any referenced guide, manual, policy, document, or other publication noted in the Contract and noted to be subject to revision throughout the term

of the Contract, the Contractor agrees to comply with the version of the document or publication that is in effect on the date effective of the Contract.

O. The Contractor shall cooperate fully with the City and permit the City, or other state or federal authority, as applicable, to review, at any time during the Work, all activities performed by the Contractor with respect to any Work under this Contract. Upon request of the City, the Contractor shall timely furnish all documents related to the Work so that the City may evaluate the Contractor's activities with respect to the Project, including, but not limited to, its performance of the Work pursuant to this Contract, and applicable law.

P. The Contractor hereby represents to the City as follows:

(i) That it is a legally existing corporation under the laws of its state of Connecticut and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

(ii) that it has the financial resources to perform this Contract and that it is not the subject of any litigation or action, pending or threatened, regarding this Contract or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Contract;

(iii) that it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Contract and to assume the responsibilities and obligations created hereunder;

(iv) that this Contract is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the Contractor hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions; and

(v) that it is in compliance with all applicable regulations and laws governing employment practices.

ARTICLE 29. ELECTRONIC SIGNATURE

This Contract 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.

IN WITNESS WHEREOF, this Contract has been executed by the City, acting by and through its Mayor, who has caused the seal of his office to be affixed hereto, and the Contractor has duly executed this Contract on the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

[Signature]
Witness
[Signature]
Witness

CITY OF NORWALK

By: [Signature]
Harry W. Rilling
Its Mayor
Duly Authorized

Date Signed: 9/24/21

Signed, Sealed and Delivered
in the Presence of:

[Signature]
Witness
[Signature]
Witness

T.D. and Sons, Inc.

By: [Signature]
Antonio Dilorio
Its President
Duly Authorized

(Affix corporate seal of
contractor if a corporation)

Date Signed: 9-20-2021

**APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL**

By: [Signature]
Darin L. Callahan
Assistant Corporation Counsel

**APPROVED AS TO
AVAILABILITY OF FUNDS:**

By: [Signature]
Chitsamay Lam/Kathy Vitale
Comptroller/Assistant Comptroller

09-23-2021
Date

CONTRACT FOR CONSTRUCTION SERVICES

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DEPARTMENT OF
ENGINEERING

CITY OF NORWALK
Department of Engineering
125 East Avenue
Norwalk, CT 06851
www.norwalkct.gov

NORWALK COMMON COUNCIL

REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: December 6, 2023

(Note - Agenda closes 12:00 Noon on the Thursday before the Council meeting.)

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST: Vanessa Valadares, Chief of Operations and Public Works / Public Works Committee

SECTION ON AGENDA WHERE ITEM IS TO APPEAR: Public Works

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES NO WHICH ONE? Public Works

HAS THE ITEM BEEN REVIEWED BY THE P&Z COMMISSION UNDER Section 8-24 OF THE STATE STATUTES? YES NO XX N/A

LIST ITEMS AND ACTION TO BE TAKEN: (Attach document to be approved or backup material. If a contract is to be awarded, please include name of contractor, amount of contract to be awarded and account from which payment will be made.)

1. Authorize the Mayor, Harry W. Rilling to Execute any and all documents necessary to accept a 633 Sq. Ft. Sidewalk and 281 Sq. Ft. Roadway Easement located at 32 Knight Street; a 430 Sq. Ft. Sidewalk and 179 Sq. Ft. Roadway Easement located at 41 Knight Street; and a 75 Sq. Ft. Sidewalk and 2 Sq. Ft. Roadway Easement located at 22 North Street, in connection with Planning and Zoning Application #2022-28 Cam/Spr – 32 Knight Street Property LLC – 32 Knight Street.
2. Authorize the Purchasing Agent to authorize a sole source purchase order to Gabrielli Truck Sales for the purchase of one (1) 2025 Mack GR42F plow truck, for a sum not to exceed \$305,670.10.

Account No. 09 24 4031 5777 C0313

3. Authorize the Purchasing Agent to authorize a sole source purchase order to Freightliner of Harford for the purchase of one (1) 2024 M2 106 plus plow truck, for a sum not to exceed \$197,041.10.

Account No. 09 24 4031 5777 C0313

4. Authorize the Mayor, Harry W. Rilling, to execute the First Amendment to the October 24, 2023 Agreement between the City of Norwalk and Colonna Masonry Concrete & Asphalt Paving, LLC., for Project TMP 2023-3 Concrete Curbs and Sidewalks on Rowayton Avenue for a sum not to exceed \$170,000.00.

Account No. 09 21 4021 5777 C0440

5. Technical Correction of the Common Council Action of July 12, 2022, Item VII.B.3 for an On-Call agreement between the City of Norwalk and Almstead Tree & Shrub Care Company LLC and Minutemen Land Services, LLC for the supply and planting of trees and shrubs. Task Orders not to exceed \$700,000.00 in the aggregate between the two (2) companies. Add accounts designated for the Norwalk Tree Account. Account No's. 380000-4805 and 380000-5790.

Account No. 13 4010 5796 APW08
13 3710 5796 AEC18
380000-4805
380000-5790

6. Authorize the Mayor, Harry W. Rilling, to execute the First Amendment to the April 12, 2021, agreement for household hazardous waste collection between the City of Norwalk and Clean Harbors Environmental Services Inc. project 4079 for an amount not to exceed \$64.90 per household and \$39.00 per ½ household.

Account No. 01 40 42 5258

- 8a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and M. Rondano, Inc., for project DRG2023-3 On-Call Drainage Improvements at Various Locations for a sum not to exceed \$1,020,060.00 with an option to extend for two (2) additional terms for one (1) year each.

Account No. 09 20 4062 5777 C0361
09 24 4062 5777 C0361
09 24 4021 5777 C0302
09 22 4021 5777 C0021
09 24 4021 5777 C0021
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440
09 20 4027 5777 C0643
09 21 4021 5777 C0643
09 22 4021 5777 C0643

- 8b. Authorize the Chief of Operations and Public Works, to execute orders on the contract between the City of Norwalk and M. Rondano, Inc., for project DRG2023-3 On-Call Drainage Improvements at Various Locations for a sum not to exceed \$102,006.00.

Account No. 09 20 4062 5777 C0361
09 24 4062 5777 C0361
09 24 4021 5777 C0302
09 22 4021 5777 C0021
09 24 4021 5777 C0021
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440
09 20 4027 5777 C0643
09 21 4021 5777 C0643
09 22 4021 5777 C0643

9. Authorize the Mayor, Harry W. Rilling, to execute an Agreement, between the City of Norwalk and AI Engineers, Inc, for project PSC2023-1 On-Call Surveying and Mapping services in connection with various projects for the City of Norwalk. The Agreement is for a period of one (1) year at a sum not to exceed \$200,000.00 with an option to extend for two (2) additional terms for one (1) year each.

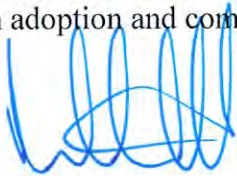
Account No. 09 23 7100 5777 C0583
09 24 4021 5777 C0318
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 24 3750 5777 C0441
09 23 4120 5777 C0649
09 24 3750 5777 C0649
09 23 4120 5777 C0824
09 24 3750 5777 C0824
01 40 30 5258

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

Section 1-189 Charter of the City of Norwalk & Section 8-24 of the Connecticut General Statutes

EFFECTIVE DATE OF ACTION (if applicable):

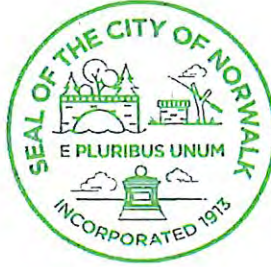
Upon adoption and compliance with Charter provisions



Signature of Person Making Request

Please fill in all blanks and note if an item is not applicable.

Amended 4/13/84



Contract Staff Summary

Department/Staff Contact

*Corporation Counsel
Darin Callahan*

Common Council Committee

Public Works Committee

Date Approved by Committee

Purpose/Scope

*Acceptance of a Sidewalk & Roadway
Easement*

Vendor

(Indicate if new or existing vendor)

N/A

Term of Contract

Method of Procurement

(Indicate if sole source)

N/A

Cost of Contract

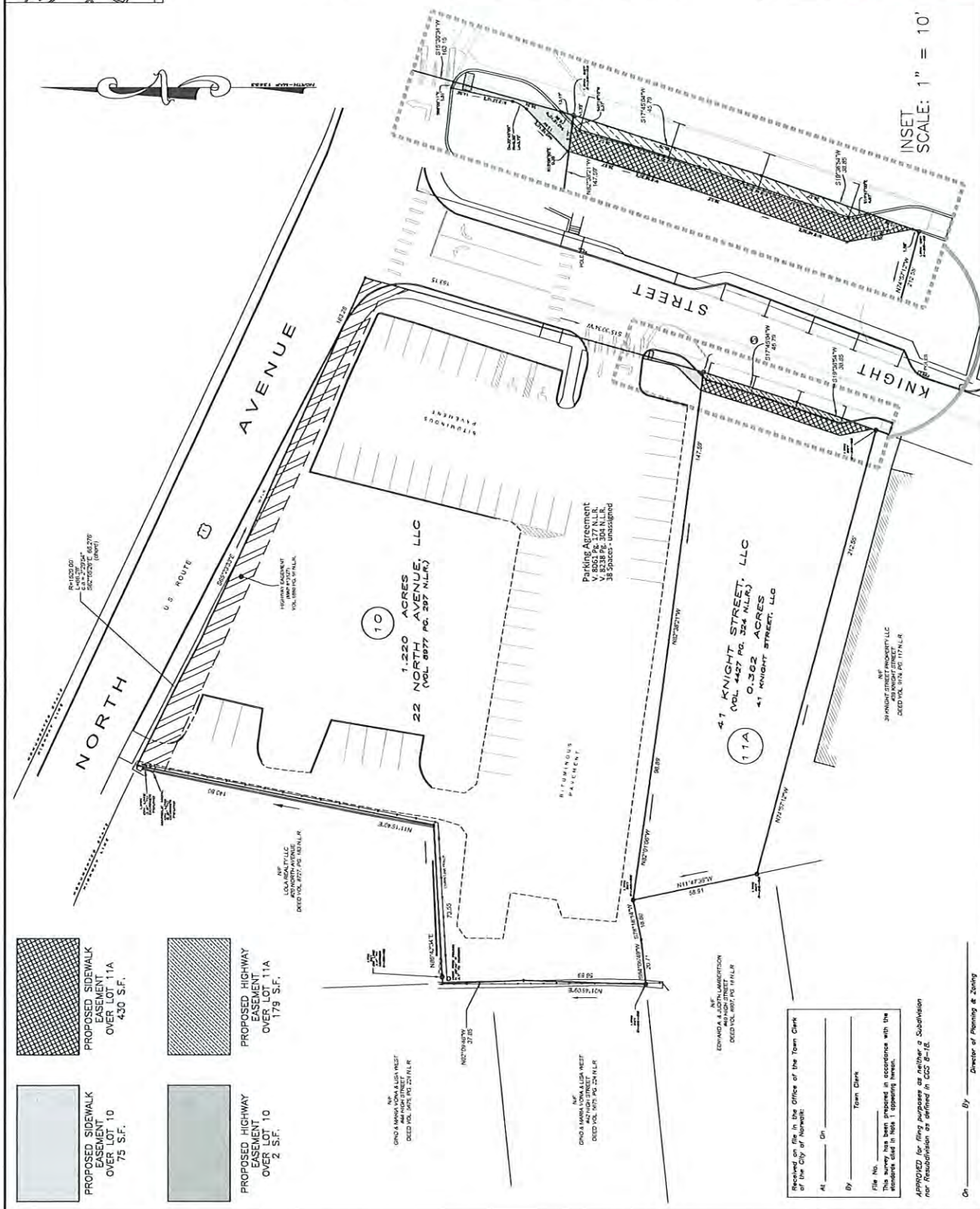
N/A

Funding Source/Account Number

N/A

Additional Information/Other Details

*Knight St
North St.*



NOTES:

3. This survey has been approved in accordance with Section 25.1, 3000-1 thru 200-200-2 of the Regulations of Connecticut State Land Surveyors, as amended, by the Connecticut Association of State Land Surveyors, Inc. as an Eminent Domain Survey of the State of Connecticut, and the Survey is subject to the Eminent Domain boundary and an Original Survey of the newly delineated easements until completing its respective necessary due diligence.
4. Referenced as maps to meet R/S 1769, 2101, 9471, 9336, 9337, 9338, 9339, 9340, 9341, 9342, 9343, 9344, 9345, 9346, 9347, 9348, 9349, 9350, 9351, 9352, 9353, 9354, 9355, 9356, 9357, 9358, 9359, 9360, 9361, 9362, 9363, 9364, 9365, 9366, 9367, 9368, 9369, 9370, 9371, 9372, 9373, 9374, 9375, 9376, 9377, 9378, 9379, 9380, 9381, 9382, 9383, 9384, 9385, 9386, 9387, 9388, 9389, 9390, 9391, 9392, 9393, 9394, 9395, 9396, 9397, 9398, 9399, 9400, 9401, 9402, 9403, 9404, 9405, 9406, 9407, 9408, 9409, 9410, 9411, 9412, 9413, 9414, 9415, 9416, 9417, 9418, 9419, 9420, 9421, 9422, 9423, 9424, 9425, 9426, 9427, 9428, 9429, 9430, 9431, 9432, 9433, 9434, 9435, 9436, 9437, 9438, 9439, 9440, 9441, 9442, 9443, 9444, 9445, 9446, 9447, 9448, 9449, 9450, 9451, 9452, 9453, 9454, 9455, 9456, 9457, 9458, 9459, 9460, 9461, 9462, 9463, 9464, 9465, 9466, 9467, 9468, 9469, 9470, 9471, 9472, 9473, 9474, 9475, 9476, 9477, 9478, 9479, 9480, 9481, 9482, 9483, 9484, 9485, 9486, 9487, 9488, 9489, 9490, 9491, 9492, 9493, 9494, 9495, 9496, 9497, 9498, 9499, 9500, 9501, 9502, 9503, 9504, 9505, 9506, 9507, 9508, 9509, 9510, 9511, 9512, 9513, 9514, 9515, 9516, 9517, 9518, 9519, 9520, 9521, 9522, 9523, 9524, 9525, 9526, 9527, 9528, 9529, 9530, 9531, 9532, 9533, 9534, 9535, 9536, 9537, 9538, 9539, 9540, 9541, 9542, 9543, 9544, 9545, 9546, 9547, 9548, 9549, 9550, 9551, 9552, 9553, 9554, 9555, 9556, 9557, 9558, 9559, 9560, 9561, 9562, 9563, 9564, 9565, 9566, 9567, 9568, 9569, 9570, 9571, 9572, 9573, 9574, 9575, 9576, 9577, 9578, 9579, 9580, 9581, 9582, 9583, 9584, 9585, 9586, 9587, 9588, 9589, 9590, 9591, 9592, 9593, 9594, 9595, 9596, 9597, 9598, 9599, 9600, 9601, 9602, 9603, 9604, 9605, 9606, 9607, 9608, 9609, 9610, 9611, 9612, 9613, 9614, 9615, 9616, 9617, 9618, 9619, 9620, 9621, 9622, 9623, 9624, 9625, 9626, 9627, 9628, 9629, 9630, 9631, 9632, 9633, 9634, 9635, 9636, 9637, 9638, 9639, 9640, 9641, 9642, 9643, 9644, 9645, 9646, 9647, 9648, 9649, 9650, 9651, 9652, 9653, 9654, 9655, 9656, 9657, 9658, 9659, 9660, 9661, 9662, 9663, 9664, 9665, 9666, 9667, 9668, 9669, 9670, 9671, 9672, 9673, 9674, 9675, 9676, 9677, 9678, 9679, 9680, 9681, 9682, 9683, 9684, 9685, 9686, 9687, 9688, 9689, 9690, 9691, 9692, 9693, 9694, 9695, 9696, 9697, 9698, 9699, 9700, 9701, 9702, 9703, 9704, 9705, 9706, 9707, 9708, 9709, 9710, 9711, 9712, 9713, 9714, 9715, 9716, 9717, 9718, 9719, 9720, 9721, 9722, 9723, 9724, 9725, 9726, 9727, 9728, 9729, 9730, 9731, 9732, 9733, 9734, 9735, 9736, 9737, 9738, 9739, 9740, 9741, 9742, 9743, 9744, 9745, 9746, 9747, 9748, 9749, 9750, 9751, 9752, 9753, 9754, 9755, 9756, 9757, 9758, 9759, 9760, 9761, 9762, 9763, 9764, 9765, 9766, 9767, 9768, 9769, 9770, 9771, 9772, 9773, 9774, 9775, 9776, 9777, 9778, 9779, 9780, 9781, 9782, 9783, 9784, 9785, 9786, 9787, 9788, 9789, 9790, 9791, 9792, 9793, 9794, 9795, 9796, 9797, 9798, 9799, 9800, 9801, 9802, 9803, 9804, 9805, 9806, 9807, 9808, 9809, 9810, 9811, 9812, 9813, 9814, 9815, 9816, 9817, 9818, 9819, 9820, 9821, 9822, 9823, 9824, 9825, 9826, 9827, 9828, 9829, 9830, 9831, 9832, 9833, 9834, 9835, 9836, 9837, 9838, 9839, 9840, 9841, 9842, 9843, 9844, 9845, 9846, 9847, 9848, 9849, 9850, 9851, 9852, 9853, 9854, 9855, 9856, 9857, 9858, 9859, 9860, 9861, 9862, 9863, 9864, 9865, 9866, 9867, 9868, 9869, 9870, 9871, 9872, 9873, 9874, 9875, 9876, 9877, 9878, 9879, 9880, 9881, 9882, 9883, 9884, 9885, 9886, 9887, 9888, 9889, 9890, 9891, 9892, 9893, 9894, 9895, 9896, 9897, 9898, 9899, 9900, 9901, 9902, 9903, 9904, 9905, 9906, 9907, 9908, 9909, 9910, 9911, 9912, 9913, 9914, 9915, 9916, 9917, 9918, 9919, 9920, 9921, 9922, 9923, 9924, 9925, 9926, 9927, 9928, 9929, 9930, 9931, 9932, 9933, 9934, 9935, 9936, 9937, 9938, 9939, 9940, 9941, 9942, 9943, 9944, 9945, 9946, 9947, 9948, 9949, 9950, 9951, 9952, 9953, 9954, 9955, 9956, 9957, 9958, 9959, 9960, 9961, 9962, 9963, 9964, 9965, 9966, 9967, 9968, 9969, 9970, 9971, 9972, 9973, 9974, 9975, 9976, 9977, 9978, 9979, 9980, 9981, 9982, 9983, 9984, 9985, 9986, 9987, 9988, 9989, 9990, 9991, 9992, 9993,

[illegible]

EASEMENT MAP

PROPOSED SIDEWALK EASEMENTS &
PROPOSED HIGHWAY EASEMENTS
1 KNIGHT STREET & 22 NORTH AVENUE

Ryan and Faulkner

Deaneburg Road, Suite 203 | William, CT 06097

Copyright © 2004 by John Wiley & Sons, Inc.

REDNISS
& MEAD

A 10-15% increase in sales

NOTE: Entries by author(s)
are arranged in ascending order of
publication date.

PROPOSED HIGHWAY EASEMENT
281 S.F.

INSET
SCALE: 1" = 20'

THIS IS AN ORIGINAL
FOR FILING ON THE
LAND RECORDS
Ryan & Fauds

NOTES

- [illegible]

[illegible]

EASEMENT MAP

PROPOSED SIDEWALK EASEMENT &
DOCKING
PROPOSED HIGHWAY EASEMENT
32 KNIGHT STREET

PREPARED FOR
THE CITY OF NORWALK

Ryan and Faulds

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RENÉE

CAMP SLEEPING

EASE



Contract Staff Summary

Department/Staff Contact	DPW/Chris Torre
Common Council Committee	Public Works
Date Approved by Committee	
Purpose/Scope	Mack Plow Truck
Vendor (Indicate if new or existing vendor)	Gabrielli Truck Sales (Existing vendor)
Term of Contract	2-Years
Method of Procurement (Indicate if sole source)	Sole source
Cost of Contract	\$305,670.10
Funding Source/Account Number	Capital budget- 09-24-4031-5777-C0313
Additional Information/Other Details	



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 9-14-23

DEPARTMENT: Fleet

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:

☐	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
☐	After solicitation of a number of sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
☒	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
☐	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote and the contract/agreement number)
☐	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
☐	Other, please explain:

TOTAL COST: 305670.10

MUNIS Account: 0924403157770313

VENDOR: Gabrielli Truck Sales

Purchasing Agent Signature		The Purchasing Agent		Department Head Signature	
 Digitally signed by Sharon Conners Date: 2023.10.02 15:23:25 -04'00'		X	Supports	 Department Head Name VANESSA VARDAS Date 10/02/23	
			Does Not Support		
		X	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?		

JUSTIFICATION:

The purchase of this 2025 Mack is in accordance with our fleet update and standardization plan. The City of Norwalk has been standardized on the large Mack chassis since 2008. Standardization has enabled Fleet to minimize parts inventory and reduce downtime. This purchase is inline with this plan.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



Contract Staff Summary

Department/Staff Contact	DPW/Chris Torre
Common Council Committee	Public Works
Date Approved by Committee	
Purpose/Scope	Freightliner M2 Plow Truck
Vendor (Indicate if new or existing vendor)	Freightliner of Hartford (Existing vendor)
Term of Contract	2-Years
Method of Procurement (Indicate if sole source)	Sole source
Cost of Contract	\$197,041.10
Funding Source/Account Number	Capital budget- 09-24-4031-5777-C0313
Additional Information/Other Details	



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 7-13-2023

DEPARTMENT: Fleet

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:

☐	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
☐	After solicitation of a number sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
☒	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
☒	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote and the contract/agreement number)
☐	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
☐	Other, please explain:

TOTAL COST: 197,041.10

MUNIS Account: 0924 4031 5777 60313

VENDOR: Freightliner of Hartford CT

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
Sharon Conners Digitally signed by Sharon Conners Date: 2023.10.24 09:28:32 -04'00'	X	Supports	 Department Head Name
		Does Not Support	
		X	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?

JUSTIFICATION:

In 2022 DPW switched to the Freightliner M2 plow truck for the medium duty to replace the ford F750.
This change was made as a result of the high cost of repair due to poor quality of parts and parts availability after warranty.
The truck is purchased of the State of Connecticut contract # 14PSX0239

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



Contract Staff Summary

Department/Staff Contact	Department of Transportation Mobility and Parking Vanessa Valadares, P.E.
Common Council Committee	Public Works
Date Approved by Committee	10/24/23
Purpose/Scope	Drainage improvements outside original scope of work.
Vendor (Indicate if new or existing vendor)	Colonna Masonry Concrete and Asphalt Paving LLC.
Term of Contract	12/4/23 to July 31 st , 2023
Method of Procurement (Indicate if sole source)	Capital funding
Cost of Contract	Original Base = \$1,113,760.00 Contingency = \$111,376.00
Funding Source/Account Number	09 21 4021 5777 60440
Additional Information/Other Details	Request for 1 st Amendment to project TMP 2023-3 Concrete Curb and sidewalks on Rowayton Avenue. For a sum not to exceed \$170,000.00



CITY OF NORWALK
Mario Pizighelli, PE
Assistant Civil Engineer
Department of Engineering
125 East Avenue
Norwalk, CT 06850
Office: (203) 854-4162
Mobile (optional): (203) 216-1463
www.norwalkct.gov
mpizighelli@norwalkct.gov

MEMORANDUM

To: Vanessa Valadares, P.E. – Chief of Operations and Public Works
From: Mario Pizighelli, P.E. – Assistant Civil Engineer
RE: TMP2023-3 Concrete Curbs and Sidewalks on Rowayton Avenue
Date: November 29, 2023

On October 24, 2023 the Common Council of The City of Norwalk approved Project TMP 2023-3 Concrete Curbs and Sidewalks on Rowayton Avenue. The original base contract was authorized for a sum not to exceed \$1,113,760.00 with a contingency for a sum not to exceed \$111,376.00. Due to additional drainage infrastructure rehabilitation outside of the original scope of work I would like to request that the following item be included on the agenda for the December 5, 2023 meeting of the Public Works Committee of the Common Council for approval.

1. Authorize the Mayor, Harry W. Rilling, to execute the First Amendment to the October 24, 2023 agreement between the City of Norwalk and Colonna Masonry Concrete & Asphalt Paving, LLC., for Project TMP 2023-3 Concrete Curbs and Sidewalks on Rowayton Avenue for a sum not to exceed \$170,000.00.

Account No.
09 21 4021 5777 C0440

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**ACTION
7:30 PM EST**

**OCTOBER 24, 2023
COUNCIL CHAMBERS**

1b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary to implement the Sexually Transmitted Diseases and Tuberculosis Control Programs for the period October 1, 2023, to June 30, 2024. **AUTHORIZED**

2. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary with the Triangle Community Center located at 650 West Avenue, Norwalk, CT 06850 to administer the Community Services Department ARPA COVID-19 to serve the needs of LGBTQA+ student population for a total amount of \$70,000.00. Account No. 132010 5796 ACS01 **AUTHORIZED**

D. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute the CPB Row and Road Reconstruction Agreement, Deed Clarification Agreement, and Declaration of Restrictive Covenant between The City of Norwalk and Gardella Brothers Limited Liability Company, per The Memorandum of Assistant Corporation Counsel, Darin Callahan dated September 28, 2023. **AUTHORIZED**

2a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Colonna Masonry Concrete & Asphalt Paving LLC, TMP2023-3 Concrete Curb and Sidewalks on Rowayton Ave, for an amount not to exceed \$1,113,760.00.

Account No. 133710 5796 AEC02

133710 5796 AEC05

133710 5796 AEC14

0921 4120 5777 C0649

0922 4120 5777 C0649

0923 4120 5777 C0649

AUTHORIZED

2b. Authorize the Director of Transportation, Mobility, and Parking to execute Orders on contract with Colonna Masonry Concrete & Asphalt LLC, TMP 2023-3 Concrete Curb and Sidewalks on Rowayton Avenue for an amount not to exceed \$111,376.00.

Account No. 133710 5796 AEC02

133710 5796 AEC05

133710 5796 AEC14

0921 4120 5777 C0649

0922 4120 5777 C0649

0923 4120 5777 C0649

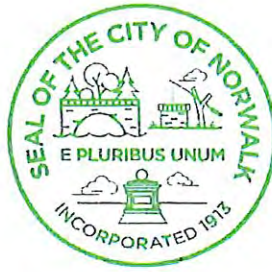
AUTHORIZED

E. LAND USE & BUILDING MANAGEMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute any and all documents for the disposition of City Surplus Property (District 6, Block 28C, Lot 7, approximately 0.23 acres consists of mostly wetland) located on Sheffield Road to Steven A. Adelman and Sally Arnold Adelman (adjacent property owner at 8 Sheffield Road) in the amount of \$1,000 in accordance with their proposal to provide stewardship of this wetland property. **AUTHORIZED**

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE



Contract Staff Summary

Department/Staff Contact

*Department of Public Works
Paul Sotnik - 203 854 7891*

Common Council Committee

Public Works Committee

Date Approved by Committee

Purpose/Scope

*Technical Correction to add account
Numbers*

Vendor

(Indicate if new or existing vendor)

*Almstead Tree & Shrub Co.
Minute men Land Services LLC*

Term of Contract

Method of Procurement

(Indicate if sole source)

Bid

Cost of Contract

\$700,000

Funding Source/Account Number

*13 4010 5796 APW08 New: 380000 - 4805
13 3710 5796 AEC18 New: 380000 - 5790*

Additional Information/Other Details

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**ACTION
7:30 PM EST**

**July 12, 2022
COUNCIL CHAMBERS**

- 3a. Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to apply for and accept funding under the State of Connecticut Department of Transportation, FY 2022 Highway Safety Project, DRE Instructor Support Grant. **AUTHORIZED**
- 3b. Authorize the Chief of Police, Thomas Kulhawik, to execute any and all agreements, documents, instruments and amendments as may be necessary to implement the State of Connecticut, Department of Transportation, FY 2022 Highway Safety Project, DRE Instructor Support Grant. Account: TBD. **AUTHORIZED**
4. Authorize Mayor Harry W. Rilling to sign Mutual Benefit and Use Agreement forms to utilize the following State of CT contracts, as needed, in the event of large- scale disaster responses that provide the opportunity for FEMA reimbursement.
- Disaster Debris Response and Management Services
 - Vendor: AshBritt
 - State of CT Contract #: 14 PSX 0060
 - Disaster Debris Monitoring Services
 - Vendor: TetraTech
 - State of CT Contract #: 14 PSX 0059

AUTHORIZED

B. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with M&J Engineering P.C., to provide construction administration and inspection service for TMP, Phase 4 Traffic Signal Upgrade & DMS installation, project number #102-360, for an amount not to exceed \$246,650.00.
Account No. 09 22 4120 5777 C0232
AUTHORIZED
2. Authorize the Mayor, Harry W. Rilling, to execute the first Amendment to the Agreement between the City of Norwalk and Stantec Consulting Services, Inc. for construction inspection services for State Project 102-350 Norwalk River Valley Trail Phase 2 for an amount not to exceed \$5,500.00.
Account No. 09 22 3750 5777 C0777
AUTHORIZED
3. Authorize the Mayor, Harry W. Rilling, to execute an on-call agreement between the City of Norwalk and Almstead Tree & Shrub Care Company LLC and Minutemen Land Services, LLC for the supply and planting of trees and shrubs. Task Orders not to exceed \$700,000.00 in the aggregate between the two (2) companies.
Account No. 13 4010 5796 APW08
13 3710 5796 AEC18
AUTHORIZED
4. Authorize the Mayor, Harry W. Rilling, to execute a Second Amendment to the April 13, 2021 agreement between the City of Norwalk and The Grasso Companies, LLC. For Project PM2021-1 Pavement Management Program for a sum not to exceed \$3,400,000.00.
Account No. 09 23 4021 5777 C0318
09 23 4021 5777 C0302
09 23 4021 5777 C0021
09 23 4120 5777 C0649
03 00 00 2602
AUTHORIZED



Contract Staff Summary

Department/Staff Contact

*Public Works Thomas Szabo
203 854 3215*

Common Council Committee

Public Works Committee

Date Approved by Committee

Purpose/Scope

Contract extension

Vendor

(Indicate if new or existing vendor)

Clean Harbors Environmental Services Inc.

Term of Contract

1yr

Method of Procurement

(Indicate if sole source)

Cost of Contract

\$ 30,000

Funding Source/Account Number

01 40 42 5258

Additional Information/Other Details



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

To: Vanessa Valadares, P.E. – Chief of Operations and Public Works
From: Thomas Szabo
CC: Chris Torre, Superintendent of Operations
Subject: Hazardous Waste Collection and Disposal Contract Extension
Date: November 15, 2023

The City of Norwalk's contract with Clean Harbors Environmental Services INC for Project No. 4079 Household Hazardous Waste Collection provides the option to extend the contract for an additional one-year term. The new expiration date of this contract would be December 31st, 2024. Based on the bid sheet the pricing for the 2024 calendar year would be \$64.90 for a household and \$39.00 for a half household. It is my recommendation that the City of Norwalk extend this contract for 1 year.

Sincerely,

Thomas Szabo

A. PROPOSED FEES: FOR ALL COMMUNITIES

		Household	Half Household
Base Period	Calendar Year 2021	60	36
	Calendar Year 2022	60	36
	Calendar Year 2023	63	37.80

Option 1	Calendar Year 2024	64.90	39
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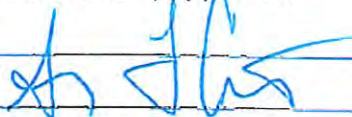
Option 2	Calendar Year 2025	66.85	40
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Note 1: Enter pricing in numerical dollars and cents (i.e., \$00.00)

Note 2: "Household" equals fifteen (15) gallons or twenty (20) pounds.

Note 3: "Half Household" equals seven (7) gallons or ten (10) pounds.

B. CERTIFICATION

Submitted By: George L. Curtis	Signature: 
Authorized Agent of Company (Name & Title):	
EVP, Pricing and Proposals	Date: November 9, 2020

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

Addendum #	1	Dated	11/5/2020	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

Mr. Sacchinelli read the following statement from the Common Council in response to the events that happened at the Capitol:

We, the Common Council of the City of Norwalk, Connecticut, condemn the acts of violence that occurred in our nation's capital on January 6, 2021.

The seditious behavior of the mob of rioters on that day, endangering our national leaders and ravaging our most sacred symbol of democracy, the Capitol building, has no place in our free and open society.

All those who took part in or incited this insurrection should be brought before our justice system and made to answer for their part in this heinous act.

B. CONSENT CALENDAR:



MR. SACCHINELLI MOVED THE FOLLOWING CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC WORKS COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY FOR THE FOLLOWING TRANSACTION PER THE JOINT MEMORANDUM OF JESSICA CASEY, STEVE KLEPPIN, ANTHONY CARR, AND VANESSA VALADARES DATED NOVEMBER 24, 2020:

I. FOR THE CITY OF NORWALK TO CONVEY THE FOLLOWING EASEMENTS TO SONO TOD, LLC FOR CONSIDERATION OF ONE TWENTY-NINE THOUSAND TWO HUNDRED AND THIRTY-THREE DOLLARS AND 00/100 CENTS (\$129,233.00):

(1) A DRIVEWAY EASEMENT, APPROXIMATELY 7,424 SQ. FT., AS DEPICTED IN THE EASEMENT MAP DEPICTING PROPOSED

6. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. FOR PROJECT 4079 HOUSEHOLD HAZARDOUS WASTE COLLECTION FOR A SUM NOT TO EXCEED \$30,000. 00. ACCOUNT NO. 01 40 42 5258

8. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH D.W. TRANSPORT & LEASING, INC. FOR PROJECT 4078 TRANSPORTATION & DISPOSAL OF STREET SWEEPINGS / CATCH BASIN GRIT, EXCAVATED MATERIALS AND BROKEN STRUCTURAL CONCRETE FOR A SUM NOT TO EXCEED \$150,000. 00. ACCOUNT NO. 01 40 42 5299

B. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1A. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO A CONTRACT WITH CLASSIC TURF COMPANY, LLC FOR PROJECT #4073 BRIEN MCMAHON HIGH SCHOOL TENNIS COURTS FOR A SUM NOT TO EXCEED \$435,000.00, BASE BID (\$400,000.00), ADD ALTERNATE 1 – DRAINAGE WORK (\$35,000.00). ACCOUNT # 0921-6030-5777-C0321.

1B. AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO EXECUTE CHANGE ORDERS ON CONTRACT WITH CLASSIC TURF COMPANY, LLC FOR PROJECT #4073 BRIEN MCMAHON HIGH SCHOOL TENNIS COURTS FOR A SUM NOT TO EXCEED \$43,500.00. ACCOUNT # 0921-6030-5777-C0771.

2A. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO A CONTRACT WITH DIAMOND LANDSCAPE AND ATHLETIC FIELDS FOR PROJECT #4072 CALF PASTURE BEACH SOFTBALL FIELDS (3) RENOVATION FOR A SUM NOT TO EXCEED \$43,524.00. ACCOUNT # 0921-6030-5777-C0771.

2B. AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO EXECUTE CHANGE ORDER ON CONTRACT WITH DIAMOND LANDSCAPE AND ATHLETIC FIELDS FOR PROJECT #4072 CALF PASTURE BEACH SOFTBALL FIELDS

(3) RENOVATION FOR A SUM NOT TO EXCEED \$4,352.00. ACCOUNT # 0921-6030-5777-C0771.

D. ORDINANCE COMMITTEE

1. APPROVE THE FOLLOWING REVISIONS/AMENDMENTS TO CITY CODE SECTION 32-8 OF THE CITY CODE:

o CHAPTER 32-4: CONFLICTS OF INTERESTS; INTERFERENCE WITH DUTIES; PROHIBITED INTERESTS; EXCEPTIONS.

✱✱

MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE: MR. BURNETT; MS. JOHNSON; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. REVOLUS; MS. YOUNG; MR. KYDES; MR. THEODORIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC WORKS COMMITTEE

✱✱ **MR. TSIRANIDES MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH CITY CARTING, INC. FOR PROJECT 4077 TRANSPORTATION & DISPOSAL OF YARD WASTE MATERIALS FOR A SUM NOT TO EXCEED \$275,000. 00. ACCOUNT NO. 01 40 42 5299**

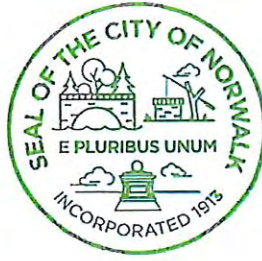
Mr. Tsiranides said Mr. Carr and Ms. Palladino were present to answer any questions. Mr. Carr described the process and noted that this item was discussed at the Public Works Committee meeting. He said the RFP and the bids will be e-mailed to the Common Council members tomorrow and added that next time it will be included in the back up. It was not intentionally left out.

Mr. Carr described the clean up operations resulting from the August 4th storm and said City Carting was very efficient during that process. He said they were the lowest bidder.

Mr. Carr said he would be happy to speak to Ms. Lauricella; he is open to ideas, but there needs to be some substance to the ideas.

Mr. Keegan said that he has stated before, that sometimes you have to trust the integrity and expertise of the staff. He said he has absolute trust in Mr. Carr.

✱✱ **MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE: MR. BURNETT; MS. JOHNSON; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. REVOLUS; MS. YOUNG; MR.**



Contract Staff Summary

Department/Staff Contact	Engineering Mario Pizighelli, P.E.
Common Council Committee	Public Works Committee
Date Approved by Committee	
Purpose/Scope	The Department of Public Works has prepared plans for "DRG 2023-3 On-Call Drainage Improvements at Various Locations." This project consists of improving The City's storm drainage systems that are within The City's three (3) year paving forecast with flexibility to perform any potential emergency drainage improvements on an on-call basis.
Vendor (Indicate if new or existing vendor)	M. Rondano Inc.
Term of Contract	One (1) year with an option to extend an additional two (2), one (1) year terms
Method of Procurement (Indicate if sole source)	Bid
Cost of Contract	Base Bid = \$1,020,060.00 Contingency = \$102,006.00
Funding Source/Account Number	Capital Funding. Account numbers are provided within the resolution.
Additional Information/Other Details	



CITY OF NORWALK
Mario Pizighelli, P.E.
Assistant Civil Engineer
Department of Engineering
125 East Avenue
Norwalk, CT 06850
Office: (203) 854-4162
Mobile (optional): (203) 216-1463
www.norwalkct.gov
mpizighelli@norwalkct.gov

MEMORANDUM

To: Vanessa Valadares, P.E. – Chief of Operations and Public Works
CC: James Mehan, P.E. – Principal Engineer

From: Mario Pizighelli, P.E. – Assistant Civil Engineer
RE: DRG 2023-3 On-Call Drainage Improvements at Various Locations
Date: November 29, 2023

The Department of Public Works has prepared a bid for “DRG 2023-3 On-Call Drainage Improvements at Various Locations.” This project consists of improving the City’s storm drainage systems that are within the City’s paving program with flexibility to perform any potential emergency drainage improvements on an on-call basis.

The City of Norwalk received three (3) qualified bids for the above-referenced project. M. Rondano, Inc. was the lowest qualified bidder with a bid price in the amount of \$1,020,060.00. Therefore, I would like to request that the following items be included on the agenda for the December 5th, 2023, meeting of the Public Works Committee of the Common Council for approval.

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and M. Rondano, Inc., for project DRG2023-3 On-Call Drainage Improvements at Various Locations for a sum not to exceed \$1,020,060.00 with an option to extend for two (2) additional terms for one (1) year each.

Account No.

09 20 4062 5777 C0361
09 24 4062 5777 C0361
09 24 4021 5777 C0302
09 22 4021 5777 C0021
09 24 4021 5777 C0021
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440
09 20 4027 5777 C0643
09 21 4021 5777 C0643



CITY OF NORWALK
Mario Pizighelli, P.E.
Assistant Civil Engineer
Department of Engineering
125 East Avenue
Norwalk, CT 06850
Office: (203) 854-4162
Mobile (optional): (203) 216-1463
www.norwalkct.gov
mpizighelli@norwalkct.gov

09 22 4021 5777 C0643

2. Authorize the Chief of Operations and Public Works to execute orders on the contract with M. Rondano, Inc. for project DRG2023-3 On-Call Drainage Improvements at Various Locations for a sum not to exceed \$102,006.00.

Account No.

09 20 4062 5777 C0361
09 24 4062 5777 C0361
09 24 4021 5777 C0302
09 22 4021 5777 C0021
09 24 4021 5777 C0021
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440
09 20 4027 5777 C0643
09 21 4021 5777 C0643
09 22 4021 5777 C0643

A copy of the bid information from the Purchasing Department for Project 4322, DRG 2023-3 On-Call Drainage Improvements at Various Locations can be found at the link below.

<https://www.norwalkct.org/DocumentCenter/Index/1713>

Project Number : DRG 2023-3

Project Name : ON CALL DRAINAGE IMPROVEMENTS AT VARIOUS LOCATIONS

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estimate	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0201002A	CLEARING AND GRUBBING	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
0202453A	TEST PIT (\$1,000.00/EA MIN. BID)	20	\$1,000.00	\$20,000.00	\$1,950.00	\$39,000.00	\$2,000.00	\$40,000.00	\$2,500.00	\$50,000.00
0205001A	TRENCH EXCAVATION (0' - 4' DEEP)	1,000	\$0.01	\$10.00	\$15.00	\$15,000.00	\$20.00	\$20,000.00	\$40.00	\$40,000.00
0205002A	ROCK IN TRENCH EXCAVATION (0' - 4' DEEP)	50	\$175.00	\$8,750.00	\$150.00	\$7,500.00	\$350.00	\$17,500.00	\$125.00	\$6,250.00
0205003A	TRENCH EXCAVATION (0' - 10' DEEP)	750	\$45.00	\$33,750.00	\$75.00	\$56,250.00	\$30.00	\$22,500.00	\$50.00	\$37,500.00
0205004A	ROCK IN TRENCH EXCAVATION (0' - 10' DEEP)	50	\$175.00	\$8,750.00	\$200.00	\$10,000.00	\$350.00	\$17,500.00	\$150.00	\$7,500.00
0205005A	TRENCH EXCAVATION (0' - 15' DEEP)	100	\$110.00	\$11,000.00	\$80.00	\$8,000.00	\$60.00	\$6,000.00	\$75.00	\$7,500.00
0205006A	ROCK IN TRENCH EXCAVATION (0' - 15' DEEP)	30	\$200.00	\$6,000.00	\$250.00	\$7,500.00	\$400.00	\$12,000.00	\$175.00	\$5,250.00
0213012	GRANULAR FILL	100	\$25.00	\$2,500.00	\$50.00	\$5,000.00	\$65.00	\$6,500.00	\$35.00	\$3,500.00
0213013A	3/4" CRUSHED & WASHED STONE BASE	100	\$35.00	\$3,500.00	\$50.00	\$5,000.00	\$90.00	\$9,000.00	\$35.00	\$3,500.00
0219011A	SEDIMENTATION CONTROL AT CATCH BASIN	20	\$125.00	\$2,500.00	\$110.00	\$2,200.00	\$150.00	\$3,000.00	\$75.00	\$1,500.00
0304002	PROCESSED AGGREGATE BASE	500	\$15.00	\$7,500.00	\$35.00	\$17,500.00	\$65.00	\$32,500.00	\$30.00	\$15,000.00
0406004A	3" TEMPORARY PAVEMENT REPAIR	1,500	\$50.00	\$75,000.00	\$55.00	\$82,500.00	\$60.00	\$90,000.00	\$50.00	\$75,000.00
0406009A	5" TEMPORARY PAVEMENT REPAIR	100	\$75.00	\$7,500.00	\$85.00	\$8,500.00	\$100.00	\$10,000.00	\$65.00	\$6,500.00
0406201A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MAJOR ARTERIAL) MIN BID - SEE SPECIAL NOTES	50	\$135.00	\$6,750.00	\$150.00	\$7,500.00	\$200.00	\$10,000.00	\$100.00	\$5,000.00
0406202A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MINOR ARTERIAL) MIN BID - SEE SPECIAL NOTES	50	\$95.00	\$4,750.00	\$125.00	\$6,250.00	\$170.00	\$8,500.00	\$90.00	\$4,500.00
0406203A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (COLLECTOR) MIN BID - SEE SPECIAL NOTES	50	\$94.00	\$4,700.00	\$115.00	\$5,750.00	\$150.00	\$7,500.00	\$80.00	\$4,000.00
0406204A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL) MIN BID - SEE SPECIAL NOTES	50	\$70.00	\$3,500.00	\$88.00	\$4,400.00	\$100.00	\$5,000.00	\$75.00	\$3,750.00
0507001A	TYPE "C" CATCH BASIN	20	\$3,500.00	\$70,000.00	\$5,100.00	\$102,000.00	\$5,000.00	\$100,000.00	\$2,500.00	\$50,000.00
0507007A	TYPE "C" CATCH BASIN TOP	20	\$1,400.00	\$28,000.00	\$2,200.00	\$44,000.00	\$2,000.00	\$40,000.00	\$1,500.00	\$30,000.00
0507042A	RESET CATCH BASIN	10	\$1,250.00	\$12,500.00	\$1,350.00	\$13,500.00	\$3,000.00	\$30,000.00	\$1,250.00	\$12,500.00
0507105A	CONNECTION TO EXISTING MANHOLE, CATCH BASIN OR DRYWELL	15	\$550.00	\$8,250.00	\$1,130.00	\$16,950.00	\$500.00	\$7,500.00	\$500.00	\$7,500.00
0507493	MANHOLE - 48" DIAMETER	3	\$4,000.00	\$12,000.00	\$11,300.00	\$33,900.00	\$6,000.00	\$18,000.00	\$2,500.00	\$7,500.00
0507781	RESET MANHOLE	3	\$900.00	\$2,700.00	\$1,350.00	\$4,050.00	\$3,000.00	\$9,000.00	\$800.00	\$2,400.00
0507829	CONVERT MANHOLE TO TYPE "C" CATCH BASIN	3	\$2,750.00	\$8,250.00	\$3,550.00	\$10,650.00	\$2,500.00	\$7,500.00	\$2,000.00	\$6,000.00
0507831	CONVERT CATCH BASIN TO MANHOLE	3	\$2,750.00	\$8,250.00	\$3,400.00	\$10,200.00	\$2,500.00	\$7,500.00	\$2,000.00	\$6,000.00

Project Number : DRG 2023-3

Project Name : ON CALL DRAINAGE IMPROVEMENTS AT VARIOUS LOCATIONS

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
0507869A	TYPE "C" CATCH BASIN DOUBLE GRATE - TYPE I STRUCTURE WITH MANHOLE FRAME AND COVER	3	\$5,500.00	\$16,500.00	\$12,100.00	\$36,300.00	\$10,000.00	\$30,000.00	\$4,000.00	\$12,000.00
0507870A	TYPE "C" CATCH BASIN DOUBLE GRATE - TYPE II STRUCTURE WITH MANHOLE FRAME AND COVER	3	\$5,500.00	\$16,500.00	\$12,100.00	\$36,300.00	\$10,000.00	\$30,000.00	\$4,000.00	\$12,000.00
0507903	DRYWELL	3	\$6,000.00	\$18,000.00	\$8,650.00	\$25,950.00	\$8,000.00	\$24,000.00	\$4,000.00	\$12,000.00
0651001A	BEDDING MATERIAL	750	\$35.00	\$26,250.00	\$37.00	\$27,750.00	\$65.00	\$48,750.00	\$35.00	\$26,250.00
06511716	10" DUCTILE IRON PIPE	20	\$120.00	\$2,400.00	\$117.00	\$2,340.00	\$400.00	\$8,000.00	\$85.00	\$1,700.00
06511754	6" PVC - STORM PIPE	75	\$70.00	\$5,250.00	\$52.00	\$3,900.00	\$80.00	\$6,000.00	\$65.00	\$4,875.00
0686000.12/12"	RCP (CLASS IV)	50	\$88.00	\$4,400.00	\$65.00	\$3,250.00	\$130.00	\$6,500.00	\$80.00	\$4,000.00
0686000.15/15"	RCP (CLASS IV)	50	\$90.00	\$4,500.00	\$80.00	\$4,000.00	\$150.00	\$7,500.00	\$90.00	\$4,500.00
0686000.18/18"	RCP (CLASS IV)	50	\$93.00	\$4,650.00	\$82.00	\$4,100.00	\$180.00	\$9,000.00	\$110.00	\$5,500.00
0686000.24/24"	RCP (CLASS IV)	50	\$105.00	\$5,250.00	\$115.00	\$5,750.00	\$250.00	\$12,500.00	\$125.00	\$6,250.00
0686000.36/36"	RCP (CLASS IV)	50	\$145.00	\$7,250.00	\$185.00	\$9,250.00	\$300.00	\$15,000.00	\$150.00	\$7,500.00
0686000.42/42"	RCP (CLASS IV)	50	\$175.00	\$8,750.00	\$200.00	\$10,000.00	\$400.00	\$20,000.00	\$175.00	\$8,750.00
0686230.08/8"	CORRUGATED P.E. PIPE (SMOOTH INTERIOR)	75	\$73.00	\$5,475.00	\$60.00	\$4,500.00	\$80.00	\$6,000.00	\$75.00	\$5,625.00
0686230.12/12"	CORRUGATED P.E. PIPE (SMOOTH INTERIOR)	500	\$75.00	\$37,500.00	\$85.00	\$32,500.00	\$100.00	\$50,000.00	\$80.00	\$40,000.00
0686230.15/15"	CORRUGATED P.E. PIPE (SMOOTH INTERIOR)	1,500	\$79.00	\$118,500.00	\$75.00	\$112,500.00	\$110.00	\$165,000.00	\$80.00	\$120,000.00
0686230.18/18"	CORRUGATED P.E. PIPE (SMOOTH INTERIOR)	500	\$90.00	\$45,000.00	\$88.00	\$44,000.00	\$120.00	\$60,000.00	\$85.00	\$42,500.00
0686230.24/24"	CORRUGATED P.E. PIPE (SMOOTH INTERIOR)	500	\$120.00	\$60,000.00	\$125.00	\$62,500.00	\$150.00	\$75,000.00	\$100.00	\$50,000.00
0686230.36/36"	CORRUGATED P.E. PIPE (SMOOTH INTERIOR)	150	\$150.00	\$22,500.00	\$190.00	\$28,500.00	\$230.00	\$34,500.00	\$150.00	\$22,500.00
0686801	PRECAST CONCRETE INFILTRATION GALLERY (4' X 4')	75	\$275.00	\$20,625.00	\$370.00	\$27,750.00	\$200.00	\$15,000.00	\$275.00	\$20,625.00
0751712	8" UNDERDRAIN	75	\$70.00	\$5,250.00	\$90.00	\$6,750.00	\$80.00	\$6,000.00	\$75.00	\$5,625.00
0751713	12" UNDERDRAIN	75	\$75.00	\$5,625.00	\$95.00	\$7,125.00	\$100.00	\$7,500.00	\$80.00	\$6,000.00
0815001	BITUMINOUS CONCRETE LIP CURBING	750	\$6.00	\$4,500.00	\$20.00	\$15,000.00	\$10.00	\$7,500.00	\$6.50	\$4,875.00
0922001A	BITUMINOUS CONCRETE SIDEWALK	100	\$60.00	\$6,000.00	\$75.00	\$7,500.00	\$75.00	\$7,500.00	\$50.00	\$5,000.00
0922501A	BITUMINOUS CONCRETE DRIVEWAY	100	\$60.00	\$6,000.00	\$75.00	\$7,500.00	\$80.00	\$8,000.00	\$65.00	\$6,500.00
0944003A	FURNISHING AND PLACING TOPSOIL	250	\$8.50	\$2,125.00	\$13.50	\$3,375.00	\$25.00	\$6,250.00	\$10.00	\$2,500.00
0950003A	TURF ESTABLISHMENT (LAWN)	250	\$1.40	\$350.00	\$13.50	\$3,375.00	\$5.00	\$1,250.00	\$5.00	\$1,250.00
0970006A	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
0970007A	TRAFFICPERSON (UNIFORMED FLAGGER)	500	\$63.00	\$31,500.00	\$60.00	\$30,000.00	\$80.00	\$40,000.00	\$65.00	\$32,500.00

Project Number : DRG 2023-3

Project Name : ON CALL DRAINAGE IMPROVEMENTS AT VARIOUS LOCATIONS

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
0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	1	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00
0975003A	MOBILIZATION	10	\$3,500.00	\$35,000.00	\$5,100.00	\$51,000.00	\$4,000.00	\$40,000.00	\$3,000.00	\$30,000.00
0980002A	PROJECT SURVEY AND STAKEOUT	1	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
1000000A	RELOCATION OF EXISTING UTILITIES	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
			\$1,020,060.00		\$1,293,865.00		\$1,446,750.00		\$1,046,975.00	

Apparent Low Bidder : M. RONDANO INC

Second Bidder : A.J. PENNA & SONS

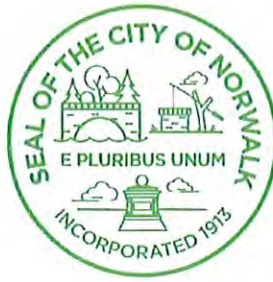
Third Bidder : A. VITTI EXCAVATORS, LLC



PROJECT: DRG2023-3 On-Call Drainage Improvements At Various Locations

BID OPENING: Thursday, October 19, 2023 at 2:00 PM

<u>Bidder</u>	<u>Bid Amount</u>	<u>Bid Bond</u>	<u>Electronic Submittal (Y/N)</u>
M Rondano Inc.	\$1,020,060.00	15%	Yes
Penna Construction	\$1,293,865.00	15%	Yes
A Vitti Excavator LLC	\$1,446,750.00	15%	Yes



Contract Staff Summary

Department/Staff Contact	Public Works – James Meehan 203-854-7331
Common Council Committee	Public Works Committee
Date Approved by Committee	
Purpose/Scope	On-Call Surveying and Mapping Services
Vendor (Indicate if new or existing vendor)	AI Engineers, Inc.
Term of Contract	One (1) year with an option to extend for two (2) additional terms for one (1) year each.
Method of Procurement (Indicate if sole source)	Bid
Cost of Contract	\$200,000.00
Funding Source/Account Number	0923 7100 5777 C0583 - 0924 4021 5777 C0318 0923 4021 5777 C0021 – 0924 4021 5777 C0021 0924 3750 5777 C0441 – 0923 4120 5777 C0649 0924 3750 5777 C0649 – 0923 4120 5777 C0824 0924 3750 5777 C0824 – 01 40 30 5258
Additional Information/Other Details	



CITY OF NORWALK
James Meehan, P.E.
Principal Engineer / Department
of Engineering
City of Norwalk
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Norwalk, CT 06856
Office: (203) 854-7331
www.norwalkct.gov
jmeehan@norwalkct.gov

To: Vanessa Valadares, P.E. – Chief of Operations and Public Works
From: James Meehan, P.E. – Principal Engineer
Ref: Project 4318 - On-Call Surveying and Mapping
Date: November 29, 2023

The City of Norwalk is looking to retain surveying and mapping services from a qualified surveying firm to be used on an as needed or “on-call” basis. The services would be used for various engineering and construction projects and would be retained for a period of one (1) year with an option for two (2) one-year extensions.

The City of Norwalk received four (4) proposal packages from surveying firms for the above referenced project. Following a review of the submissions, the City’s Consultant Selection Panel short listed and conducted interviews on three (3) surveying firms on November 8, 2023. Based upon the results of those interviews, the panel recommends that AI Engineers, Inc, be offered a contract for On-Call Surveying Services for the Project.

Therefore, we would like to request the following item be included on the agenda for the December 5, 2023 meeting of the Public Works Committee of the Common Council for approval:

Authorize the Mayor, Harry W. Rilling, to execute an Agreement, between the City of Norwalk and AI Engineers, Inc, for On-Call Surveying and Mapping services in connection with various projects for the City of Norwalk. The Agreement is for a period of one (1) year at a sum not to exceed \$200,000.00 with an option to extend for two (2) additional terms for one (1) year each.

Account No. 09 23 7100 5777 C0583
09 24 4021 5777 C0318
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 24 3750 5777 C0441
09 23 4120 5777 C0649
09 24 3750 5777 C0649
09 23 4120 5777 C0824
09 24 3750 5777 C0824
01 40 30 5258



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A copy of the bid information from the Purchasing Department for Project 4318, On-Call
Surveying and Mapping can be found at the link below:

<https://www.norwalkct.gov/documentcenter/index/1713>

If you have any questions, please do not hesitate to call me.



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 MANAGER *AL*

RE : STATE HVAC SCHOOL GRANT APPLICATION –

DATE: NOVEMBER 30, 2023

In 2022, the State put in place a school HVAC (Heating, Ventilation and Air Conditioning) grant program. Generally, facility repairs and replacement are not reimbursable by the State. This program offers an opportunity for communities to receive State reimbursement at their normal reimbursement rate. With the recent State Special Legislative action, the City’s current reimbursement rate is 60%.

This HVAC grant application has four basic submission requirements. The local school district/the City is required to approve Education Specifications for the specific improvements, complete a conceptual design, prepare professional cost estimates and authorize local share of the costs for each project. The grant application process provides four months between availability of the grant application to submission deadline. However, the required tasks typically would take 4 to 6 months to complete. For last year’s grant process, the State was able to approve limited projects. In early September 2023, they issued grant application for a second round of this grant program.

In anticipation of the current grant funding cycle, the City, in collaboration with Norwalk Public Schools, has identified 6 priority projects. These HVAC projects include Brien McMahon, Brookside, Marvin, Silvermine, Naramake and Rowayton Schools. The City issued a RFP for mechanical consultants in May 2023 and the mechanical consultant has since completed the conceptual design and the estimator has completed estimates for each project. The estimated total cost is approximately \$36 million. A detailed scope of work is herein attached.

On October 4, 2023, Land Use and Building Management Committee considered and was supportive of the City's intent to submit grant applications for these projects. Based on the Committee's recommendation, I, on behalf of the Committee, have initiated a Special Capital Appropriation request for the City's shares of these projects. It is important to note that:

- under this special HVAC grant program, subject to State approvals, said projects will be reimbursed at 60%.
- we are confirming with the State whether Rowayton and Naramake schools installation of new central air conditioning projects would be eligible as indoor air quality improvement projects under normal grant process. If so, we may consider the deletion of these two projects from this HVAC grant application process.
- from the City's capital budget allocation perspective, it is anticipated that these projects would be on the Board of Education's priority list for Capital Budget funds for the next 3 to 5 years and these projects would probably not be reimbursable by the State at such time.

The estimated costs for these projects are as follows with the City eligible for 60% reimbursement:

School Name	Project Cost	City Share at 40%
Brien McMahon High School	\$ 8,302,296	\$ 3,320,918
Brookside Elementary School	\$ 3,327,252	\$ 1,330,900
Marvin Elementary School	\$ 4,125,212	\$ 1,650,085
Silvermine Elementary School	\$ 3,025,516	\$ 1,210,206
Rowayton Elementary School	\$10,658,618	\$ 4,263,447
Naramake Elementary School	\$ 6,461,876	\$ 2,584,750

The above projects as listed is our general order of priorities, however, it is our understanding that the State will evaluate each grant application independently from other projects. The Special Appropriation request includes funding for the City's share with the understanding that actual expenditure of these Special Appropriation funds will be subject to the City receiving grant for said specific project. The grant submission deadline is December 31, 2023. A detailed schedule has been developed with the anticipation of the needs for special meetings in order for the Common Council to approve the Special Appropriation and to approve the application for the grant on December 12, 2023.

At this time, I would like to request the Land Use and Building Management Committee and thereafter the Common Council approval of the following actions per requirements of the grant application.

ACTION REQUESTED:

1. **RESOLVED** that the Norwalk Common Council authorizes the Norwalk Board of Education to apply to the Commissioner of Administrative Services and to accept or reject a grant for the HVAC IAQ Grant at the Brien McMahon High School.

RESOLVED that the Land Use and Building Management Committee of Norwalk Common Council is hereby established as the building committee about the HVAC IAQ Grant at the Brien McMahon High School.

RESOLVED that the Norwalk Common Council authorizes at least the preparation of schematic drawings and outline specifications for the HVAC IAQ Grant at the Brien McMahon High School.

2. **RESOLVED** that the Norwalk Common Council authorizes the Norwalk Board of Education to apply to the Commissioner of Administrative Services and to accept or reject a grant for the HVAC IAQ Grant at the Brookside Elementary School.

RESOLVED that the Land Use and Building Management Committee of Norwalk Common Council is hereby established as the building committee about the HVAC IAQ Grant at the Brookside Elementary School.

RESOLVED that the Norwalk Common Council authorizes at least the preparation of schematic drawings and outline specifications for the HVAC IAQ Grant at the Brookside Elementary School.

3. **RESOLVED** that the Norwalk Common Council authorizes the Norwalk Board of Education to apply to the Commissioner of Administrative Services and to accept or reject a grant for the HVAC IAQ Grant at the Marvin Elementary School.

RESOLVED that the Land Use and Building Management Committee of Norwalk Common Council is hereby established as the building committee about the HVAC IAQ Grant at the Marvin Elementary School.

RESOLVED that the Norwalk Common Council authorizes at least the preparation of schematic drawings and outline specifications for the HVAC IAQ Grant at the Marvin Elementary School.

4. **RESOLVED** that the Norwalk Common Council authorizes the Norwalk Board of Education to apply to the Commissioner of Administrative Services and to accept or reject a grant for the HVAC IAQ Grant at the Silvermine Elementary School.

RESOLVED that the Land Use and Building Management Committee of Norwalk Common Council is hereby established as the building committee about the HVAC IAQ Grant at the Silvermine Elementary School.

RESOLVED that the Norwalk Common Council authorizes at least the preparation of schematic drawings and outline specifications for the HVAC IAQ Grant at the Silvermine Elementary School.

5. **RESOLVED** that the Norwalk Common Council authorizes the Norwalk Board of Education to apply to the Commissioner of Administrative Services and to accept or reject a grant for the HVAC IAQ Grant at the Naramake Elementary School.

RESOLVED that the Land Use and Building Management Committee of Norwalk Common Council is hereby established as the building committee about the HVAC IAQ Grant at the Naramake Elementary School.

RESOLVED that the Norwalk Common Council authorizes at least the preparation of schematic drawings and outline specifications for the HVAC IAQ Grant at the Naramake Elementary School.

6. **RESOLVED** that the Norwalk Common Council authorizes the Norwalk Board of Education to apply to the Commissioner of Administrative Services and to accept or reject a grant for the HVAC IAQ Grant at the Rowayton Elementary School.

RESOLVED that the Land Use and Building Management Committee of Norwalk Common Council is hereby established as the building committee about the HVAC IAQ Grant at the Rowayton Elementary School.

RESOLVED that the Norwalk Common Council authorizes at least the preparation of schematic drawings and outline specifications for the HVAC IAQ Grant at the Rowayton Elementary School.

Thank you for your consideration of this matter. If additional information is required, please advise. Thanks

Cc: Sandra Faioes, Assistant School Superintendent
Lunda Asmani, CFO, NPS
Bill Hodel, Facility Director, NPS
JoAnn Acquarulo, Assistant Buildings and Facilities Manager

NORWALK PUBLIC SCHOOLS

HVAC & ELECTRICAL IMPROVEMENT PROJECT

Brien McMahon High School

\$8,302,296 (includes 20% soft costs)

Chilled Water System

- Provide two (2) 500 ton air cooled chillers to be located outside on grade. Provide each with an integral pump package and all associated accessories (VFDs, disconnects). Provide two vibration isolation curbs. Provide new pipe connections and valves to both chillers. Assume 200 feet of 10" supply and return piping. Basis of design is Trane Ascend, Daikin Pathfinder, or approved equal. Chillers will be located next to school, no buried piping is expected.
- Provide (3) 40 horsepower floor mounted vertical inline pumps. Provide with a VFD, associated valves and new pipe connections. (Chilled Water Pumps)
- Provide one (1) 100 gallon glycol makeup tank and all associated pipe connections, valves, control devices, and appurtenances. Basis of design is Wessels or approved equal.
- Provide one (1) 9,000 MBH plate and frame heat exchanger and all associated pipe connections, valves, control devices, and appurtenances. Basis of design is Xylem Bell & Gossett or approved equal.
- Provide one (1) 185 gallon replaceable bladder type expansion tank and all associated pipe connections, valves, control devices, and appurtenances. Basis of design is Wessels or approved equal.

Rooftop

- Provide four (4) new 12,000 cfm roof mounted heating, ventilating, and cooling air handling units. The unit shall include a 2-pipe heating and cooling coil, energy wheel, and fan VFDs. The unit shall be mounted on the existing roof steel dunnage with new steel dunnage as required and connect to the existing supply and exhaust ductwork on the roof. Basis of design is Trane Performance Climate Changer, Daikin Skyline, or approved equal.
- Provide one (1) new 16,000 cfm roof mounted heating, ventilating, and cooling air handling units. The unit shall include a 2-pipe heating and cooling coil, energy wheel, and fan VFDs. The unit shall be mounted on the existing roof steel dunnage with new steel dunnage as required and connect to the existing supply and exhaust ductwork on the roof. Basis of design is Trane Performance Climate Changer, Daikin Skyline, or approved equal.

Classrooms

- Remove, clean, and re-attach (15) unit ventilator exterior wall louvers.
- Provide new control valves, piping accessories and BMS controls for all 15 unit ventilators.

BAS

- Provide new controls wiring and points to all new pieces of mechanical equipment. Provide all controls to be monitored by the existing BAS system.

Electric Service and Distribution

- The existing electric service provided at 480/277 volt, 3 phase, 4 wire rated for 2500 amperes will be insufficient to support the additional air conditioning equipment promoted by the HVAC improvements outlined herein. To support the additional equipment an additional 2,000 amperes of capacity will be required. A new service switchboard and electric service feeder rated for 2,500 amperes shall be installed. The existing service will remain in use and the new service will be a second service to the building.
- Provide a new service entrance switchboard at 480/277 volt, 3 phase 4, rated for 3000 amperes. Equipment shall be a freestanding pad mounted NEMA 3R dead front enclosure arranged in switch-fuse-meter cold sequence configuration. Provide a distribution section (MSB3) containing the following branch circuit breakers based on the selected chiller option being quoted:

- A new pad mounted transformer will be required for the new service, approximately 2500 kVA. The new transformer shall be provided with grounding, subbase and all appurtenances.
- Two (2) 4" conduits for extension of the primary electric utility feed from the existing Primary Switch Pad to the new transformer pad shall be provided and installed.
- Electrical distribution will need to be provided to satisfy all feeders to new equipment that is an upgrade or provided new for the outlined system improvements. Refer to the following paragraphs for specific electrical requirements.
- Provide new electrical connections for two (2) 500-ton air cooled chiller systems consisting of the following:
- Provide electrical connections to four (4) new 30-ton HVAC Rooftop units that are fit up for hot water and chilled water. Provide (4) 60 ampere circuit breakers in local 480-volt panelboards that currently serve existing to be replaced units. Feeder assemblies shall be 1 ¼" conduit with 3#4 plus ground to a single point power connection for each. Assume feeder length to be 150 feet for each.
- Provide electrical connection to one (1) new 40-ton HVAC Rooftop unit that will be fit up for hot water and chilled water. Provide (1) 80 ampere circuit breakers in a local 480 volt panelboard that currently serves the existing to be replaced unit. Feeder assemblies shall be 1 ¼" conduit with 3#3 plus ground to a single point power connection. Assume feeder length to be 150 feet.

Miscellaneous Fans

- Provide electrical connections to five (5) 1,000 cfm exhaust fans. Provide 1" conduit with 3#12 plus ground from a 20 ampere, 3 pole circuit breaker in panel MH-1 to a fusible disconnect switch at the fan location with final connection in weatherproof flex conduit. Provide a minimum of 100 feet of feeder length.
- Provide electrical connections to two (2) 750 cfm exhaust fans. Provide 1" conduit with 3#12 plus ground from a 20 ampere, 3 pole circuit breaker in panel MH-1 to a fusible disconnect switch at the fan location with final connection in weatherproof flex conduit. Provide a minimum of 100 feet of feeder length.

BAS

- Provide electrical equipment connections for a partial new BAS system. A minimum of (15) 120 volt hardwired connections shall be provided throughout the building footprint to provide power for new BMS control panels.

BROOKSIDE ELEMENTARY -

\$3,327,252 (includes 20% soft costs)

Rooftop

- Provide new:
 - one (1) new 6,500 cfm nominal packaged rooftop unit,
 - one (1) new 12-ton nominal packaged rooftop unit,
 - one (1) new 15-ton nominal packaged rooftop unit.
 - one (1) new 18-ton nominal packaged rooftop unit.
 - 4) new 25-ton nominal packaged rooftop unit

Gymnasium

- Provide one (1) new 20 ton nominal packaged rooftop unit.
- Provide new double wall galvanized steel ductwork to the gymnasium. Ductwork shall be 32" round and approximately 75' long. Provide new duct mounted supply and return grilles to serve the gymnasium.

Electrical and Fire Alarm Scope

- The existing electric service provided at 480/277 volt, 3 phase, 4 wire rated for 2000 amperes will be sufficient to support the HVAC replacements and the addition of cooling to the gymnasium based on CES experience with schools of comparable size (58,335 SF). Further equipment selection and a year's worth of utility electric bills will be needed to confirm no additional capacity will be required. The existing electric service and distribution equipment appears be approximately 15-20 years old and in good condition. The equipment has approximately 15-20 years left of useful life.

- Fused disconnects will need to be provided to satisfy all new equipment being installed with existing feeders to remain.
- Provide fire alarm equipment to suit each new air handling system 2000 cfm and above. Standard provision shall include a supply and return duct smoke detector with shut down relay installed and programmed. Existing air-handling units that are removed shall be refit with new duct smoke detector systems.
- Provide fire alarm equipment to suit each new air handling system 2000 cfm and above. Standard provision shall include a supply and return duct smoke detector with shut down relay installed and programmed. Existing air-handling units that are removed shall be refit with new duct smoke detector systems.

Gymnasium

- Provide one (1) new 100A-3P, 480V fused disconnect switch with 70A fuses at the location of the new 20-ton nominal packaged rooftop unit. Provide 70A-3P circuit breaker in MDP. Provide 80A feeders (3#2 & 1#6G in 1-1/4" C) from main electrical room to new unit location. Provide a minimum of 200 feet of feeder length. Provide new service receptacle at unit utilizing branch circuit preserved during demolition.

MARVIN ELEMENTARY

\$4,125,212 (includes 20% soft costs)

Rooftop

- Provide one (1) new 25 ton and four (4) new 30-ton nominal packaged rooftop units with natural gas fired furnace heat. The unit shall include hot gas reheat, economizer, power exhaust, and an energy recovery wheel.

Gymnasium

- Provide one (1) new 20-ton nominal packaged rooftop unit with natural gas fired furnace heat. The unit shall include hot gas reheat, economizer, power exhaust, and an energy recovery wheel. The unit shall be mounted on the gymnasium roof with a new roof curb.
- Provide roughly 30'-0" of roof mounted therma-duct ductwork and approximately 75'-0" of internal double wall galvanized steel ductwork in the gymnasium. Ductwork shall be 40x24" on the roof and 34" for internal ductwork.

BAS

- Upgrade to a new BAS system. The system shall include control devices for all new and existing equipment as required to make a complete and fully functional system.

Electrical and Fire Alarm Scope

- Provide electrical power connections to one (1) new 20 ton nominal packaged rooftop unit. Provide (1) new 125 ampere circuit breakers in local 480 volt panelboard that currently serve existing to be replaced units. Feeder assemblies shall be 2" conduit with 3#2/0 plus ground to a single point power connection. Provide a minimum of 150 feet of feeder length.
- Provide electrical equipment connections for a new BAS system. A minimum of (40) 120 volt hardwired connections shall be provided throughout the building footprint to provide power for new BAS control panels. Provide 20 ampere circuit breaker in local 208-volt panelboards to location of new BAS panels. Feeder assemblies shall be 3/4" conduit with 2#12 plus ground.
- Provide fire alarm equipment to suit each new air handling system 2000 cfm and above. Standard provision shall include a supply and return duct smoke detector with shut down relay installed and programmed. Existing air-handling units that are removed shall be refit with new duct smoke detector systems.

SILVERMINE ELEMENTARY - \$3,025,516 (includes 20% soft costs & \$150k environmental)

- Provide two (2) A.O. Smith 119 gallon (25KW each) domestic electric water heaters, two (2) 2,000 mbh oil-fired condensing hot water boilers, two (2) centrifugal vertical inline system hot water pumps sized at 30 horsepower each, one (1) 50 gallon glycol makeup tank, two (2) 65 gallon expansion tanks, one (1) 6" air separator, one (1) duplex fuel oil transfer pump set, and all associated oil pipe connections, valves, control devices, and appurtenances.

Gymnasium

- Provide (1) new 25 ton nominal direct expansion cooling and hot water heating air handling unit. The unit shall include hot gas reheat, economizer, power exhaust, and an energy recovery wheel. The unit shall be mounted on grade with a vibration isolation curb.
- Provide roughly 30'-0" of exterior mounted therma-duct ductwork and approximately 100'-0" of internal double wall 38" galvanized steel ductwork within the gymnasium.
- Provide roughly 30'-0" of insulated exterior hot water piping sized at 2".

BAS

Provide a new BAS system. The system shall include control devices for all new and existing equipment as required to make a complete and fully functional system.

Electrical and Fire Alarm Scope

Mechanical Room

- Provide electrical connections to two (2) A.O. Smith 119 gallon (25KW each) domestic electric water heaters. Provide (2) 90 ampere circuit breakers in local 208 volt panelboards that currently serve existing to be replaced units. Feeder assemblies shall be 1-1/4" conduit with 3#2 plus ground to a single point power connection for each. Provide a minimum of 100 feet of feeder length.
- Provide electrical connections to two (2) 2,000 mbh oil-fired condensing hot water boilers. Provide (2) 20 ampere circuit breakers in local 208 volt panelboards that currently serve existing to be replaced units. Feeder assemblies shall be 3/4" conduit with 3#12 plus ground to a single point power connection for each. Provide a minimum of 100 feet of feeder length.
- Provide electrical power connections to two (2) centrifugal vertical inline system hot water pumps sized at 30 horsepower each. Provide (2) 125 ampere circuit breakers in local 208 volt panelboards that currently serve existing to be replaced units. Feeder assemblies shall be 2" conduit with 3#2/0 plus ground to a single point power connection to each. Provide a minimum of 100 feet of feeder length.
- Provide electrical power connections to one (1) 50 gallon glycol makeup tank and all associated pipe connections, valves, control devices, and appurtenances. Provide (1) 20 ampere circuit breakers in local 208 volt panelboards that currently serve existing to be replaced units. Feeder assemblies shall be 3/4" conduit with 2#12 plus ground to a single point power connection. Provide a minimum of 100 feet of feeder length.
- Provide electrical connections for one (1) duplex fuel oil transfer pump set. Provide 20 ampere circuit breaker in local 208 volt panelboards that currently serve existing to be replaced units. Feeder assemblies shall be 3/4" conduit with 2#12 plus ground to a single point power connection. Provide a minimum of 100 feet of feeder length.

Gymnasium

- Provide electrical connections for one (1) new 25 ton nominal direct expansion cooling and hot water heating air handling unit. Provide new 150 ampere circuit breaker in local MDP located in main electrical room. Feeder assemblies shall be 2-1/2" conduit with 3#3/0 plus ground to a single point power connection to each. Provide a minimum of 200 feet of feeder length.

BAS

- Provide electrical equipment connections for a new BAS system. A minimum of (40) 120 volt hardwired connections shall be provided throughout the building footprint to provide power for new BAS control panels.

Provide 20 ampere circuit breaker in local 208 volt panelboards to location of new BAS panels. Feeder assemblies shall be ¾" conduit with 2#12 plus ground.

ROWAYTON ELEMENTARY - \$10,658,618 (includes 20% soft costs & \$150k environmental)

Mechanical Room

- Provide two (2) 2,000 mbh oil-fired condensing hot water boilers, two (2) centrifugal vertical inline system hot water pumps sized at 200 gpm and 20 horsepower each, (1) 50 gallon glycol makeup tank and all associated pipe connections, valves, control devices, and appurtenances, (2) 65 gallon expansion tanks and all associated pipe connections, valves, and appurtenances, (2) 4" air separator and all associated pipe connections, valves, and appurtenances, (1) 1,000 mbh plate and frame heat exchanger for the hot water glycol loop, (1) duplex fuel oil transfer pump set and all associated oil pipe connections, valves, control devices, and appurtenances.

Learning Spaces

- Provide one (1) variable refrigerant flow (VRF) ceiling cassette 2.5 tons each per classroom and 1.0 tons per office.
- Provide one (1) variable refrigerant flow (VRF) ducted concealed unit to the Media Center and Music Room, 3.0 tons each. Provide all associated ductwork, grilles, diffusers, supports, and hangers.
- Provide seven (7) new 16 ton nominal roof mounted VRF high efficiency air source heat pump condensing units to serve all new VRF ceiling cassettes and ducted units. The condensing units shall be installed on equipment rails.
- Provide four (4) new 4,500 CFM packaged dedicated outdoor air rooftop units to ventilate the classrooms, offices and corridors. The new units shall include hot gas reheat for dehumidification purposes, an enthalpic energy recovery wheel, and a hot water heating coil. The units shall be mounted on a new roof curb or on steel dunnage as required.
- Provide ceiling mounted hot water radiant panels to provide heat to twelve classrooms. Provide all associated pipe connections, valves, hangers, control devices and appurtenances. Provide wall-to-wall installation (assume 28'-0" in length per each).

BAS

Provide a new BAS system. The system shall include control devices for all new and existing equipment as required to make a complete and fully functional system.

Electric Service and Distribution

- The existing electric service provided at 208Y/120 volt, 3 phase, 4 wire rated for 1200 amperes will be insufficient to support the additional air conditioning equipment promoted by the HVAC improvement options outlined herein. To support the additional equipment an additional 1,200 amperes of capacity will be required. A new service switchboard and electric service feeder rated for 2,500 amperes shall be provided at 208Y/120 volt, 3 phase, 4 wire. The new service shall replace the existing service.
- Provide a new service entrance switchboard at 208/120 volt, 3 phase 4, rated for 2500 amperes. Equipment shall be a freestanding pad mounted NEMA 3R deadfront enclosure arranged in switch-fuse-meter cold sequence configuration. Provide a distribution section containing a minimum of two distribution circuit breakers; (1) 1200 ampere to feed the existing 1200 ampere building distribution system (existing to remain) and (1) 1200 ampere branch device to feed a new 1200 ampere distribution switchboard (MDP2) dedicated to new mechanical equipment.
- The project will need to incorporate appropriate scope to replace the existing transformer with a new minimum size 1000 kVA transformer and pad, new service feeder and all appurtenances related to the upsized service entrance. The existing transformer pad may be retained for use as a primary voltage pullbox to extend primary electric service to a new pad mounted transformer. The new transformer shall be provided with grounding, concrete pad, required sub-base material and all appurtenances.

- New electrical distribution will need to be provided to satisfy all feeders to new equipment to support the outlined system improvements. A 1200 ampere distribution panel at 208Y/120 volt, 3 phase 4 wire (MDP) shall be provided to support new circuits for major equipment. A 225 ampere branch circuit panelboard at 208Y/120 volt, 3 phase 4 wire (MP1) shall be provided to support miscellaneous circuits for VRF cassettes, branch controllers, 120 volt BMS panel connections and receptacle power. Refer to the following paragraphs for specific electrical requirements.

Mechanical Room

- Provide electrical connections to two (2) hot water boilers, two (2) centrifugal vertical inline 20 HP hot water pumps, two (2) centrifugal vertical inline 10 HP hot water pumps, and one (1) duplex fuel oil transfer pump set.

Learning Spaces

- Provide electrical connections to (35) VRF ceiling cassette units, one per classroom and (18) VRF ceiling cassette units, one per office space.
- Provide one (1) variable refrigerant flow (VRF) ducted concealed unit to the Media Center and Music Room, 3.0 tons each. Provide all associated ductwork, grilles, diffusers, supports, and hangers. Basis of design is Mitsubishi PEFY series or equal. Assume a total of 2 units.
- Provide electrical connections to a total of (7) VRF heat pump style condensing units that will support all VRF ceiling cassette units. Provide (7) 150 ampere circuit breakers in new Panel MSB to serve this new equipment.
- Provide electrical connections to five (4) new 4,500 CFM packaged dedicated outdoor air rooftop units. Provide (4) 100 ampere circuit breakers in new Panel MSB to serve this new equipment. Feeder assemblies shall be 1 ¼" conduit with 3#2 plus ground to a single point power connection at each unit. Assume feeder length to be 150 feet for each.

BAS

- Provide electrical equipment connections for a new BAS system. A minimum of (40) 120-volt hardwired connections shall be provided through the building footprint to provide power for BMS control panels.

NARAMAKE ELEMENTARY - \$6,461,876 (includes 20% soft costs & \$150k environmental)

Gymnasium

- Provide one (1) new 30-ton nominal packaged rooftop unit. The unit shall include hot gas reheat, economizer, power exhaust, an energy recovery wheel, and a hot water heating coil. The unit shall be mounted on a new roof curb or on steel dunnage as required.
- Provide approximately 100'-0" of internal double wall 40" galvanized steel ductwork, approximately 50'-0" of insulated interior hot water piping sized at 2" to feed the rooftop unit, approximately 75'-0" of new perimeter hot water radiation mounted on the wall 10'-0" AFF. Include all associated pipe connections, valves, control devices, hangers, and supports.

Learning Spaces

- Provide one (1) variable refrigerant flow (VRF) ceiling cassette unit per classroom, 2.5 tons each. Assume a total of 30 units.
- Provide one (1) variable refrigerant flow (VRF) ceiling cassette unit per office, 1.5 tons each. Assume a total of 12 units.
- Provide six (6) new 16-ton nominal roof mounted VRF high efficiency air source heat pump condensing units to serve all new VRF ceiling cassettes. The condensing units shall be installed on equipment rails.
- Provide five (5) new 4,000 CFM packaged dedicated outdoor air rooftop units to ventilate the classrooms and corridors. The new units shall include hot gas reheat for dehumidification purposes, an enthalpic energy recovery wheel, and a hot water heating coil. The units shall be mounted on a new roof curb or on steel dunnage as required.

BAS

- Provide a new BAS system. The system shall include control devices for all new and existing equipment as required to make a complete and fully functional system.

Electric Service and Distribution

- The existing electric service provided at 208Y/120 volt, 3 phase, 4 wire rated for 1200 amperes will be insufficient to support the additional air conditioning equipment promoted by the HVAC improvement options outlined herein. To support the additional equipment an additional 1,200 amperes of capacity will be required. A new service switchboard and electric service feeder rated for 2,500 amperes shall be provided at 208Y/120 volt, 3 phase, 4 wire. The new equipment shall replace the existing service equipment.
- Provide a new service entrance switchboard at 208/120 volt, 3 phase 4, rated for 2500 amperes. Equipment shall be a freestanding NEMA 1 enclosure arranged in switch-fuse-meter cold sequence configuration. Provide a distribution section containing a minimum of two distribution circuit breakers; (1) 1200 ampere to feed the existing 1200 ampere building distribution system (existing to remain) and (1) 1200 ampere branch device to feed a new 1200 ampere distribution switchboard (MDP2) dedicated to new mechanical equipment.
- The project will need to incorporate appropriate scope to replace the existing transformer with a new minimum size 1000 kVA transformer and pad, new service feeder and all appurtenances related to the upsized service entrance. The existing transformer pad may be retained for use as a primary voltage pullbox to extend primary electric service to a new pad mounted transformer. The new transformer shall be provided with grounding, concrete pad, required sub-base material and all appurtenances.
- New electrical distribution will need to be provided to satisfy all feeders to new equipment to support the outlined system improvements. A 1200 ampere distribution panel at 208Y/120 volt, 3 phase 4 wire (MDP2) shall be provided to support new circuits for major equipment. A 225 ampere branch circuit panelboard at 208Y/120 volt, 3 phase 4 wire (MP1) shall be provided to support miscellaneous circuits for VRF cassettes, branch controllers, 120 volt BMS panel connections and receptacle power. Refer to the following paragraphs for specific electrical requirements.

Gymnasium

- Provide electrical connections for one (1) new 30 ton nominal DX / HW packaged rooftop unit. Provide one (1) 200 ampere circuit breaker in Panel MDP2 to serve this unit with a 200 ampere fusible switch located at the unit. Provide a feeder assembly with 2" conduit with 3 #3/0 plus ground. Assume feeder length to be 150 feet.

Learning Spaces

- Provide electrical connections to VRF ceiling cassette units, one per classroom, one per office.
- Provide electrical connections to a total of (6) VRF heat pump style condensing units that will support all VRF ceiling cassette units. Provide (6) 70 ampere circuit breakers in new Panel MH-1 (480 volt) to serve this new equipment.
- Provide electrical connections to five (5) new 4,000 CFM packaged dedicated outdoor air rooftop units. Provide (5) 50 ampere circuit breakers in new Panel MH-1 (480 volt) to serve this new equipment. BAS
- Provide electrical equipment connections for a new BAS system.

Fire Alarm

- Provide fire alarm equipment to suit each new air handling system 2000 cfm and above. Standard provision shall include a supply and return duct smoke detector with shut down relay installed and programmed.
- Smoke detectors for (5) air handling systems shall be included with pairs of duct detectors for each unit.



CITY OF NORWALK
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Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 

RE : NORWALK COMMUNITY RECREATION CENTER AT
98 SOUTH MAIN STREET

DATE: NOVEMBER 20, 2023

As you may know, subsequent to NEON Inc.'s departure from 98 South Main Street a number of years ago, the City acquired the remaining ownership shares of the building from South Norwalk Community Center. Currently, the City is the sole owner of the property. The building was constructed around 1984. It is a two-story structure totaling approximately 22,000 square feet. For over 30 years, this building served the community well and needs major renovation. Due to tenant occupancy coordination requirements and the need for the City to develop a comprehensive long-term use strategy for the building, the City has not sought out full tenancy of the building. At the present time, Americare is the only active tenant in the building which occupies approximately 10% of the building. Urban Community Action in Norwalk, Inc. is the only other tenant, but they are not active in the building.

In late 2018, the City issued a Request for Proposals (RFP) to lease the entire building for community service functions. We received one proposal from the Riverbrook Reginal Young Men's Christian Association, Inc. (YMCA) to provide family and children services which include health/wellness and community services programs. The proposal was based on a long-term lease arrangement together with a capital funding package (including private, City and State funds) necessary to implement major building renovation.

With the onset of Covid epidemic and its impact on constructions costs, the development of the project was delayed, unable to meet the planned turnover of the building which was scheduled for April 1, 2022. Following extensive efforts by the YMCA and the City, a decision was made to terminate the relationship between

the two parties. The City, thereafter, began to consider other building re-development options which lead to the concept of a Norwalk Community Recreation Center.

As the name of the facility suggests, this new facility will provide recreation and community programming opportunities for the entire City with an emphasis on youth in the South Norwalk community. The Center will be operated by the City's Recreation and Parks Department with the option to partner with a third party to operate afterschool programs. The Recreation and Parks Department has prepared a business and programming plan for consideration (Attachment A).

In response to the proposed development concept, staff have obtained pro bono services to prepare conceptual building plans (Attachment B) which include the complete renovation of the building with a new gymnasium addition. We also obtained a conceptual cost estimate (Attachment C) for the improvements. The projected cost estimate is approximately \$10,500,000, which includes hard construction costs, soft costs and some allowance for contingency. In addition, with the construction of the new gymnasium, we are anticipating the needs to remediate contaminated soil and related site work for an additional cost of \$1,500,000 for a total project cost of \$12,000,000.

In terms of budget, the approved funding package totals \$9,524,000 which includes:

- \$ 1,200,000 – GGP Funds
- \$ 1,200,000 – State DECD
- \$ 5,374,000 – ARPA (American Rescue Plan Act)
- \$ 1,750,000** – Federal HUD funds to the YMCA for 98 South Main Street project is \$2,000,000

Based on the above budget information, the Recreation and Parks Department is scheduled to seek the balance of the funding in the amount of \$2,500,000 as part of its 2024-2025 Capital Budget request.

Finally, we also prepared a project schedule which is herein attached as Attachment D.

Recently, the State Bonding Commission approved the City of Norwalk as the recipient of the DECD grant in the amount of \$1,200,000. As part of the requirements, the City through the Common Council is required to adopt the following resolution:

ACTION REQUESTED:

WHEREAS, the State of Connecticut through the Department of Economic and Community Development is authorized to extend financial assistance to the City of Norwalk for the development of the proposed Norwalk Community Recreation Center at 98 South Main Street: and

WHEREAS, it is desirable and in the public interest that the City of Norwalk makes an application to the State for \$1,200,000 in order to undertake the Norwalk Community Recreation Center development project.

NOW, THEREFORE, be it resolved by the Common Council of the City of Norwalk:

1. That it is cognizant of the condition and prerequisites for the State financial assistance imposed by the State of Connecticut, Department of Economic and Community Development (DECD); and
2. That the filing of an application for State financial assistance by the City of Norwalk in an amount not to exceed \$1,200,000.00 is approved; and
3. That Harry W. Rilling, Mayor, City of Norwalk is authorized to execute and file such application with the Connecticut Department of Economic Development (DECD), to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for financial assistance if such as agreement is offered, to execute any amendments, decision, and revisions thereto, and to act as the authorized representative of the City of Norwalk, including all documents relating to the implementation of the project.

If there are any questions or need any additional information, please do not hesitate to contact me. Thank you.

Cc: Darlene Young, Council Member
Tom Livingston, Chief-of-Staff
Robert Stowers, Director, R&P

CITY OF
NORWALK
RECREATION
AND PARKS
COMMUNITY
CENTER
NEEDS
ASSESSMENT

EXHIBIT A



INTRODUCTION

This is intended for the City of Norwalk Recreation and Parks Department to open and operate the City Facility at 88 W. Main as a Recreation Community Center. The goal is to have a tax-free community Recreation Center facilities for families, children, teens, and targeted audiences for families and youth at or below the Poverty Level.

SURVEYS AND ASSESSMENTS

The results of the top tier of the new Recreation and Parks Master Plan revealed that 21% of Norwalk residents, nearly 1 out of 5 are not satisfied that program and facility needs are not being met as compared to the National average of 16%. The need is for indoor Recreation facilities in the City of Norwalk. The Recreation activities requested by the

Norwalk Residents for indoor Recreation as outlined in the survey results was for; multi-use Space for Social gatherings and celebrations, Yoga, exercise, fitness. Even though not in the top half of the demand survey, there was a demand for Indoor sports such as basketball, volleyball, Children Gym Playgrounds racquet ball and perhaps pickle ball.

Although the top of priorities was related to the beach and outdoor activities, The survey points out a need for Indoor Facilities

Indoor Recreation Targeted Audiences – Families and adults, children, and Youth under the Poverty Level in South Norwalk.

DEMOGRAPHICS

Total population 88,755

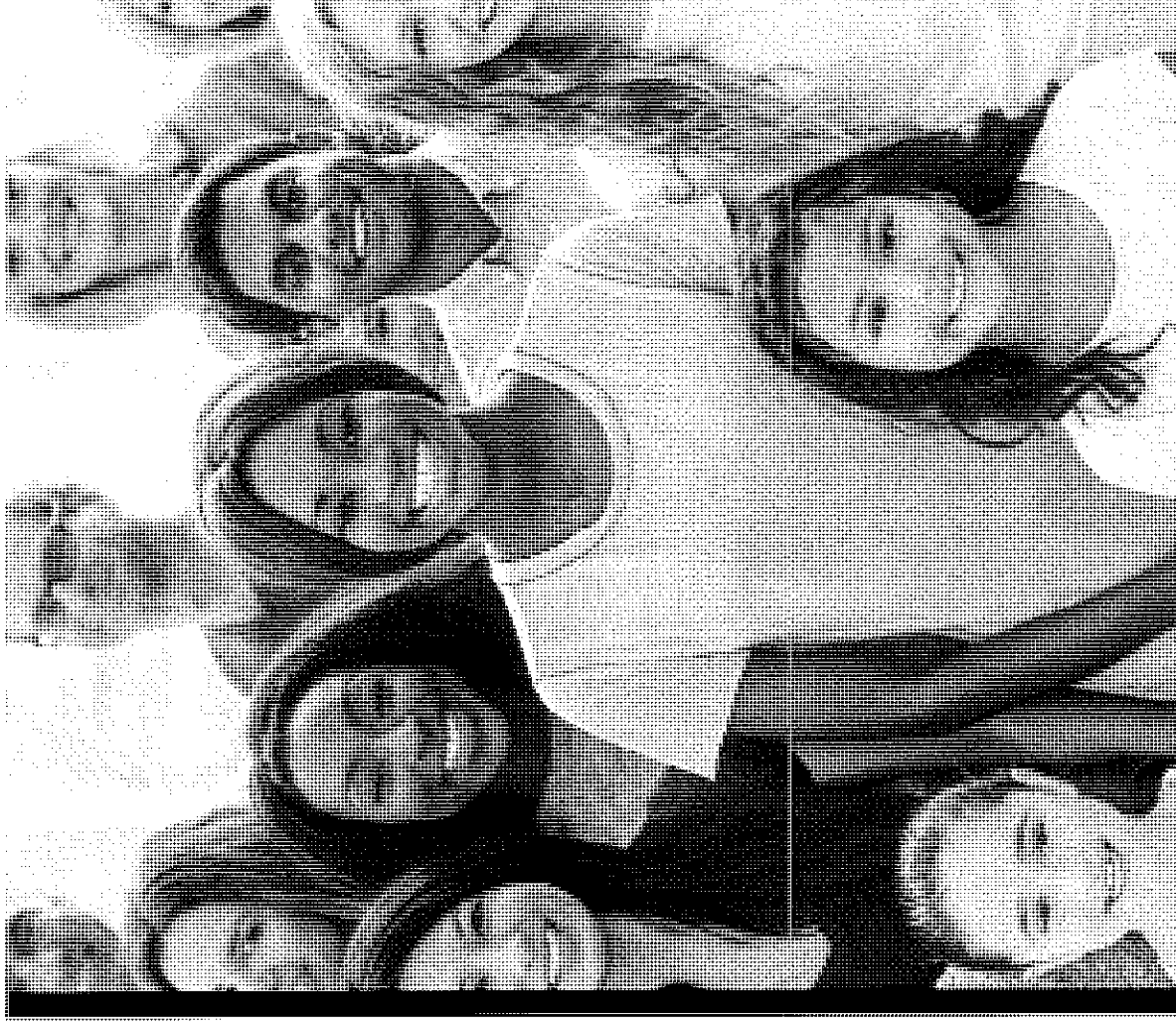
Households 34,427

Average household Three persons

Of the Households 3029 are below the Poverty level, and an estimated 3378 single mom households are right at the Poverty level for a total of 6,407 households

Average Household Is Three in Norwalk is three (3) conservatively = 19,221 individuals at the Poverty Level or below

19,221 of the Population is at or under the Poverty Level



CITY OF NORWALK RECREATION AND PARKS COMMUNITY CENTER

DEMOGRAPHICS

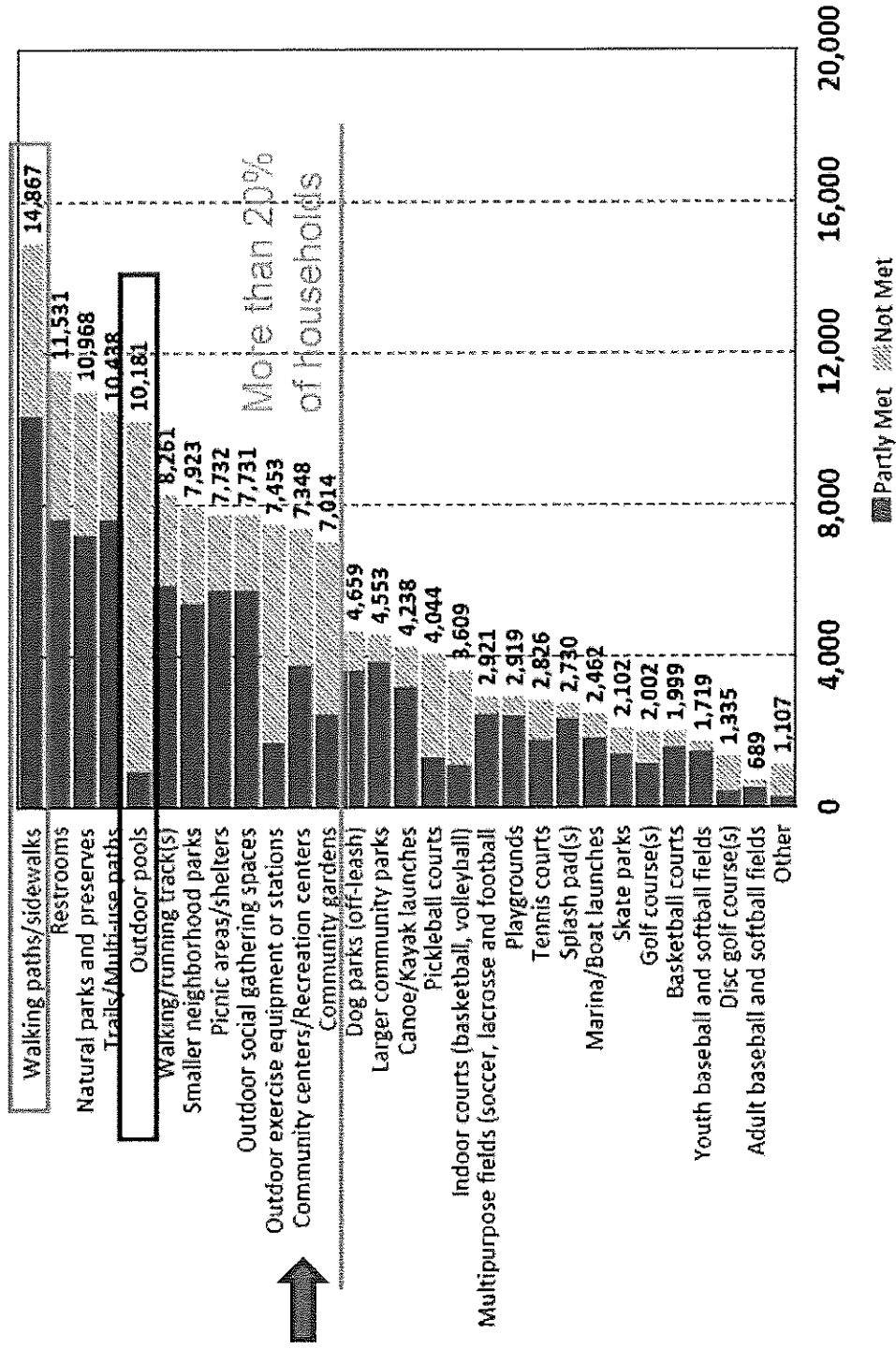
Measures	Households	Households below or at poverty Level	Number of persons per household	Total number of residents at or below Poverty level
Number	34,427	6407	3	19,221

Percentage 18.7% of total households 21.7% of the 88,537 Norwalk residents

Based on 34,427 Households

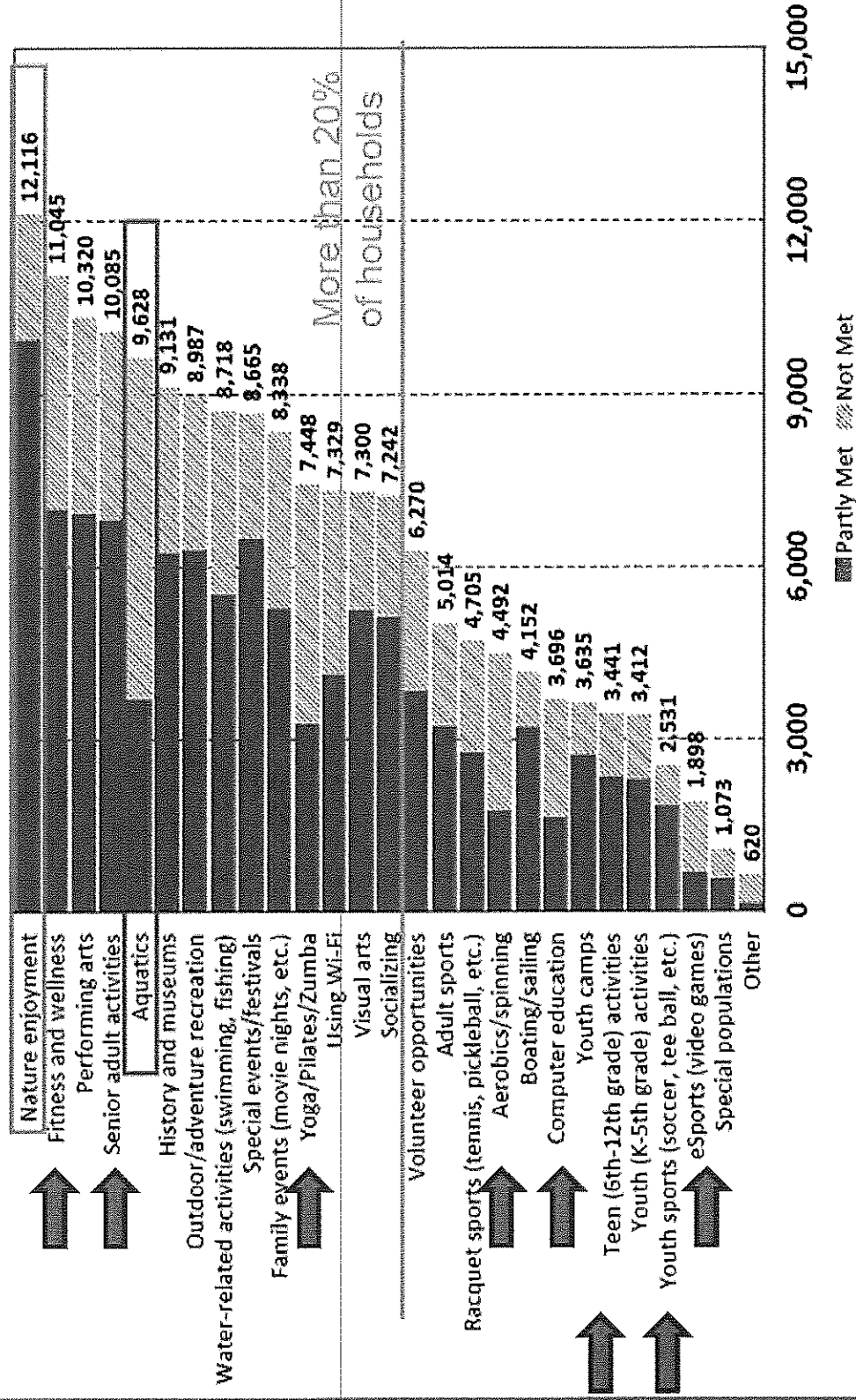
Q5[3]. Estimated Number of Households in Norwalk Whose Needs for Facilities Are Being Partly Met or Not Met

by number of households based on 34,427 households in the City of Norwalk



Q8[3]. Estimated Number of Households in Norwalk Whose Needs for Activities Are Being Partly Met or Not Met

by number of households based on 34,427 households in the City of Norwalk



Targeted Audiences For Recreation Activities and Services



9% or nearly 10% or youth 5-14, or 5th grade to 8th grade or between 1,729.89 and 1,922 at or below the Poverty Level

5.3% Youth from the 9th Grade to the 12th Grade, or 1,000 youth in this age Group or at or below Poverty Level

21.7% of Norwalk Citizens live in families at or below the Poverty Level

Total number of Children and Youth at or under the Poverty level in Norwalk is 2729.89 and 2922 to be served.

CITY OF NORWALK RECREATION AND PARKS COMMUNITY CENTER

DEMOGRAPHICS

Measures	Total Population	population at or below Poverty Level	Youth 5 th to 8 th grade at or below poverty level	Youth 9 th to 12 th grade at or below poverty level	Total youth at or below Poverty Level
Numbers	88,537	19,221	1,922	1,000	2,922
Percentages	100%	21.7%	10% of population at or below poverty level	5.3% of population at or below poverty level	15.2% of Population at or below poverty level

CITY OF NORWALK RECREATION AND PARKS COMMUNITY CENTER

Program Community & Facility Space Needs

- **First Floor** Offices, Reception offices/ Scheduling offices on first Floor - 900 square feet
- Community meeting room # 1 – 2,000 square ft
- Community meeting #2 – 1,800 square ft
- Commercial Kitchen- 753 square ft
- Two restrooms = 400 square ft each = 800 square ft.
- Fitness Weight room = 1000
- Lounge /TV room = 700 square ft.
- Storage 1- 51 square ft
- Storage 2- 70 square ft
- New addition- Full sized Gym (High school) 8,250 square ft



Also make space for the Following second floor rooms:

- Ceramics and Art room 381 square feet
- Computer Lab – 550 square ft
- Esports-Gaming/Video 500 square feet
- Movie Room 1000 square ft
- Music room/with Piano 300 square ft
- Recording Studio/Sound room 500(300/200)
- Community room – 1718
- Kitchen 680 square ft
- Two music practice rooms 82 square ft each
- Storage room 1- 160 sq ft
- Storage room 2- 680 square ft
- Storage room 3- 301 square ft
- Storage room 4- 200 square ft
- Two small offices- 100 square ft each.

[illegible]

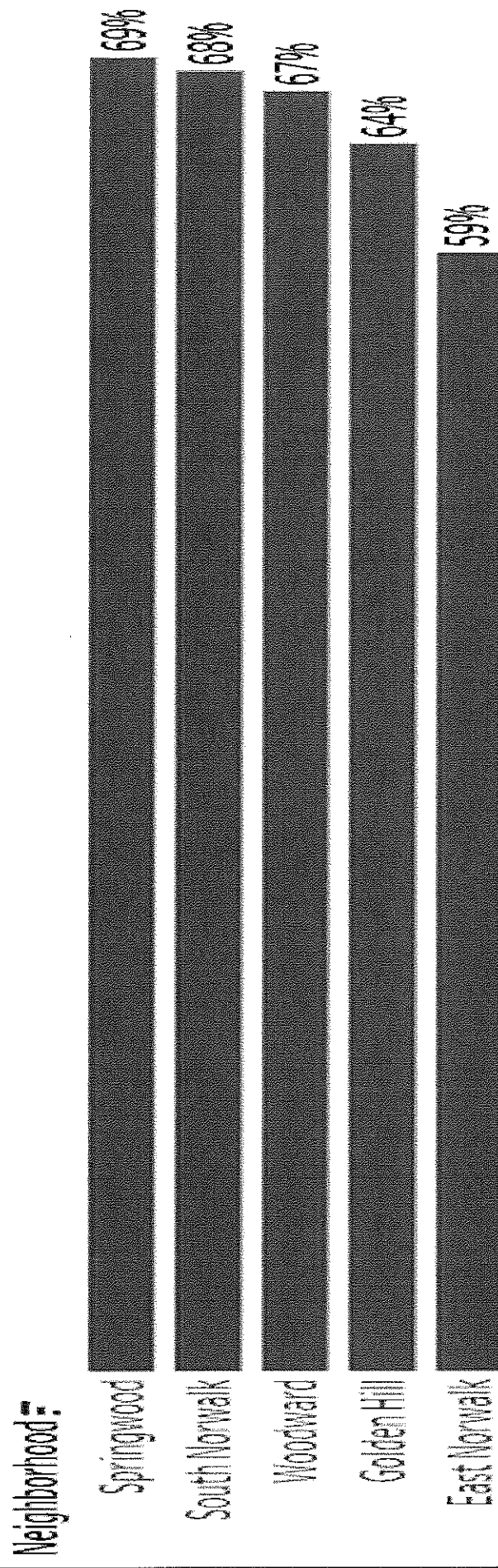
**South Norwalk
Neighborhoods**
in the vicinity of
98 South Main Street

6 Neighborhoods Adjacent to 98
South Main Highlighted

NORWALK RESIDENTIAL POPULATION DATA

	Residents by Income, % at ALICE			
	Low Income	ALICE	At ALICE Threshold	Above ALICE Threshold
				Total
S. Norwalk + 6 Surrounding Neighborhoods	4,764	13,145	17,909	13,499
% this Population	15.2%	41.9%	57.0%	43.0%
Other Norwalk Neighborhoods	3,327	16,716	20,043	37,086
% this Population	5.8%	29.3%	35.1%	64.9%
Total Norwalk	8,091	29,861	37,952	50,585
% this Population	9.1%	33.7%	42.9%	57.1%
United Way of Western CT Statistics	10%	33%	43%	57%
				100%

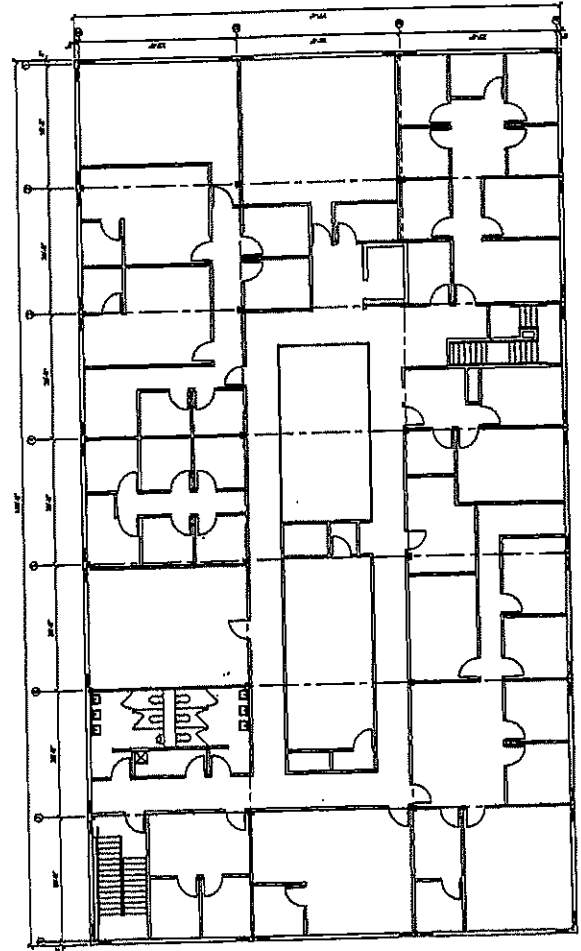
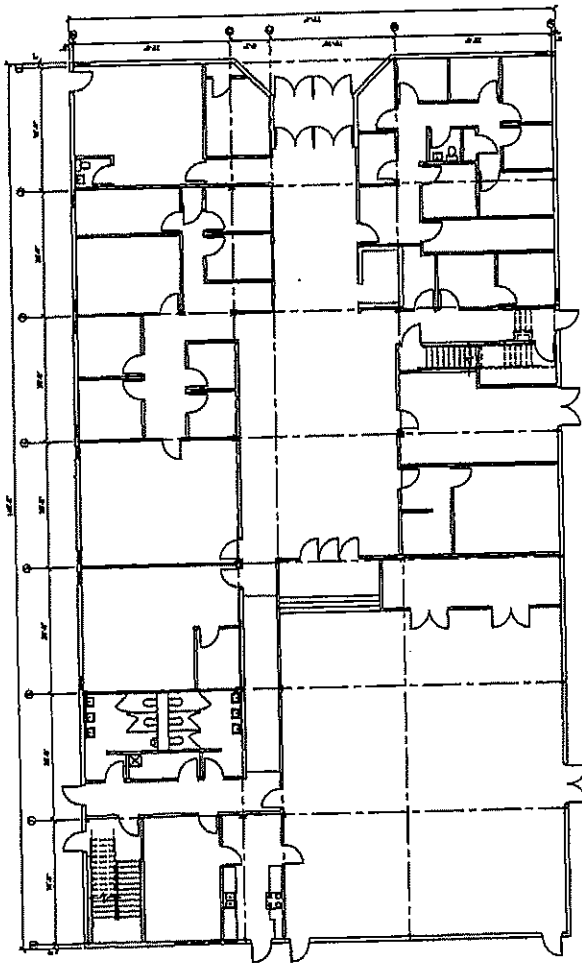
PERCENT OF STUDENTS LIVING IN EACH ADJACENT NEIGHBORHOOD
WHO ARE LOW INCOME



CITY OF NORWALK RECREATION AND PARKS COMMUNITY CENTER

PRO-FORMA				
Personnel	Hr. Rate	Hours	Budget	
Community Center Coordinator Mngr (1)	41.66	2080	\$ 86,652.80	Existing Budgeted Position
Recreation attendant (2)	18.56	2080	\$ 77,210.00	
Assistant Coordinator Mngr (1)	32.61	2080	\$ 67,828.80	Existing Budgeted Position
Recreation leader (2)	20.75	2080	\$ 86,320.00	
Teen leader (1)	20.75	2080	\$ 43,160.00	
Intermittent staff (3)	18.56	1040	\$ 57,907.00	Existing Budgeted Position
Personnel			\$419,078.60	
Benefits(38%)			\$159,249.87	
Total Personnel			\$578,328.47	
Instructors and artists Contracts			\$ 38,159.00	
Supplies			\$ 8,298.00	
Furnishings			\$ 13,500.00	
Equipment			\$ 9,000.00	
Eversource Heat			\$ 6,900.00	
SNEW Electric			\$ 27,000.00	
Insurance			\$ 8,155.00	
General Maintenance			\$ 7,650.00	
Elevator Maintenance			\$ 1,750.00	
Alarm Monitoring			\$ 2,250.00	
Janitorial/Custodial			\$ 90,000.00	
Cleaning Supplies			\$ 1,080.00	
Security System			\$ 5,000.00	
Telephones			\$ 2,200.00	
Copiers/Printing			\$ 2,500.00	
Computer/ Maintenance			\$ 20,000.00	
			\$243,442.00	
Total Estimated Operating costs			\$821,770.47	
Total Existing Budgeted Staff			\$ 221,770.00	
Total New Start-up costs			\$ 600,000.47	

EXHIBIT B



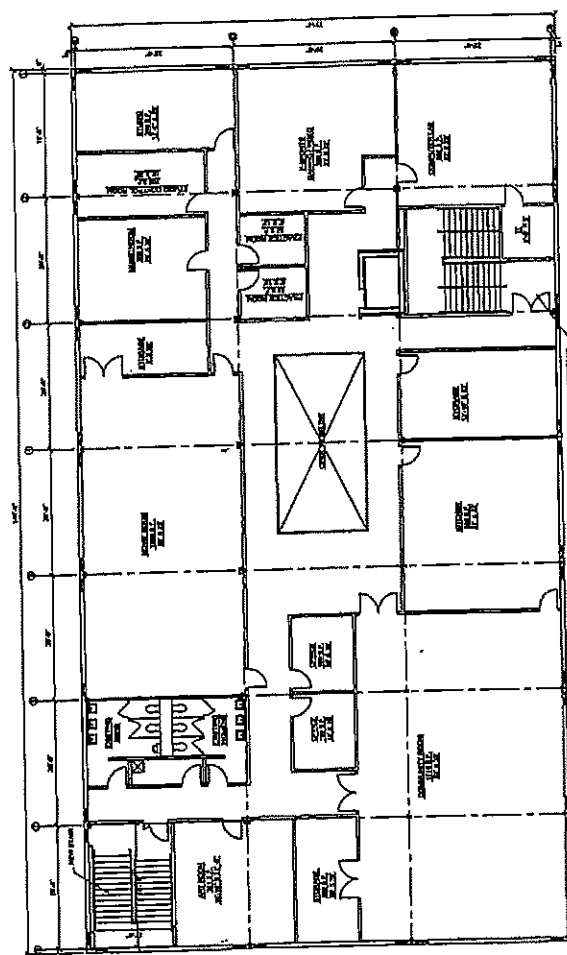
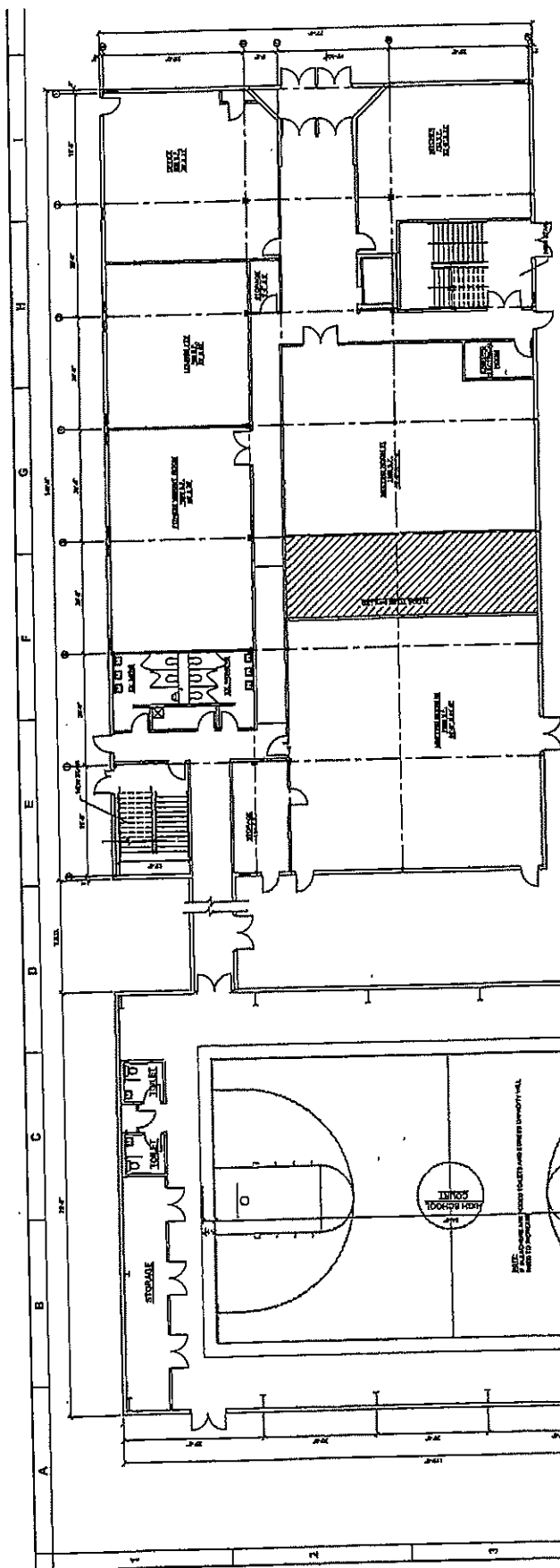


Exhibit C

11/27/2023

Norwalk Community Recreation Center

Currently Available		State Funds					YMCA		AARPA/City		Total available
		\$ 1,200,000					\$		\$ 1,750,000		\$ 9,524,000
DIV.	Construction Costs	Projected Budget	Conceptual Design Adjusted Budget	Schematic Design Budget	Construction Document Phase Budget	Paid to date DECD	Paid to Date HUD	Paid to Date ARPA & City	Available Balance		
1	Construction Trade Costs										
2	Project Requirements	\$ 162,116							\$		
2	Selective Demolition	\$ 175,340							\$		
2	Hazardous Material Abatement (site)	\$ 700,000							\$		
3	Concrete	\$ 317,528							\$		
4	Masonry	\$ 396,666							\$		
5	Structural Steel	\$ 301,450							\$		
5	Miscellaneous Metals	\$ 60,259							\$		
6	Rough Carpentry	\$ 26,384							\$		
6	Finish Carpentry	\$ 85,100							\$		
7	Thermal/Moist, protect/metal panels	\$ 144,089							\$		
7	Roofing	\$ 463,010							\$		
8	Doors, frame and hardware	\$ 111,590							\$		
8	Windows and glazing	\$ 185,440							\$		
9	Drywall	\$ 156,317							\$		
9	Acoustical Ceilings and panels	\$ 225,769							\$		
9	Tile	\$ 11,664							\$		
9	Flooring	\$ 345,985							\$		
9	Painting	\$ 70,680							\$		
10	Specialties	\$ 10,591							\$		
11	Equipment	\$ 206,590							\$		
12	Furnishings	\$ 6,784							\$		
21	Fire Suppression	\$ 131,805							\$		
22	Plumbing	\$ 180,937							\$		
23	HVAC and Controls	\$ 1,423,982							\$		
26	Electrical	\$ 862,354							\$		
31	Site Preparation and Earthwork	\$ 124,861							\$		
32	Site Improvements (modify parking lot-\$150k)	\$ 502,000							\$		
33	Utilities	\$ 74,000							\$		
	Program Manager	\$ 200,000							\$		
Construction Soft Costs											
	Design Contingency	\$ 700,000							\$		
	General Conditions	\$ 279,375							\$		
	Professional and GL Insurance	\$ 63,068							\$		
	Construction Contingency	\$ 224,485							\$		
	Fee	\$ 231,219							\$		
	Payment and Performance Bond	\$ 67,477							\$		

DIV.	Construction Costs	Projected Budget	Conceptual Design Adjusted Budget	Schematic Design Budget	Construction Document Phase Budget	Paid to date DECD	Paid to Date HUD	Paid to Date ARPA & City	Available Balance
	Escalation	\$ 749,000							\$ -
	Total GMP Cost	\$ 9,977,915	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Estimated Project Soft Costs								
	Furniture, Fixtures and Equipment (incl. IT)	\$ 200,000							\$ -
	Architect-Feasibility Study	\$ -							\$ -
	Architect Design Fees (including Consultants)	\$ 900,000							\$ -
	Owner's Representative	n/a							\$ -
	Commissioning	\$ 20,000							\$ -
	Testing and Inspection	\$ 20,000							\$ -
	Moving (Misc.)	\$ -							\$ -
	Builders Risk Insurance	\$ 21,639							\$ -
	Legal Services (no local fees)	\$ -							\$ -
	Bonding	\$ -							\$ -
	State Permit Fees	\$ 2,250							\$ -
	Building Permit Fees	\$ 80,000							\$ -
	Printing and Mailing	\$ 500							\$ -
	City Administrative Fees- other costs-allowance	\$ 2,500							\$ -
	Pre-Construction Fees	\$ 25,000							\$ -
	Owner Contingency (5%)	\$ 432,773							\$ -
	Total Soft Costs	\$ 1,704,662	\$ -	\$ -	\$ -			\$ -	\$ -
	Total Project Cost	\$ 11,682,577	\$ -	\$ -	\$ -			\$ -	\$ -

* Excludes \$250k reserved by YMCA for tenant fit up and FF&E

** Cost estimates for each phase to be updated as architect and CM are retained.

Norwalk Community Center Timeline (11/27/2023)**Architect Selection Process**

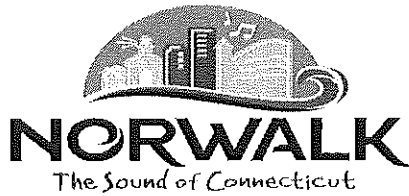
- November 1 Advertise for RFQ/P for architects.
- November 8 Walkthrough of building
- November 28 RFQ Submission Deadline
- December 6 Interview opportunity extended to firms.
- December 13 Interviews
- December 19 Proposals due.
- January 3 Land Use and Building Management Committee approval of architect
- January 9 Common Council approval of architect

CM Selection Process

- December 11 Advertise for CM RFP (assuming 1 step process)
- December 18 Walkthrough of building for CM's
- January 10 CM proposals due
- January 15 Interviews for CM
- February 7 Land Use and Building Management Committee approval CM
- February 13 Common Council approval of CM

Project Schedule

- February 15 Complete Conceptual Design
- March 8 Completion of Schematic Design
- April 30 Completion of Design Development
- August 15 Complete Construction Documents
- August 29 Advertise for trade bids.
- September 19 Bid Opening
- September 26 Completion of Scope Review
- October 2 Land Use and Building Management Committee approval of GMP
- October 8 Common Council approval for GMP
- October 31 Execution of GMP amendment in compliance with ARPA fund timeline requirements.



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

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 

RE : CRANBURY PARK/GALLAHER MANSION IMPROVEMENT
PROJECT – RFP FOR CONSTRUCTION MANAGER

DATE: NOVEMBER 27, 2023

Cranbury Park/Gallagher Mansion is a valuable recreation, cultural and historic asset of the City of Norwalk.

Cranbury Park is approximately 227 acres of public parkland acquired by the City of Norwalk in 1965 from the Stevens Institute. Cranbury Park is Norwalk's largest park. It is considered a "suburban park in an urban setting". The Park is in the northeastern corner of the City and borders on the north and northeast side with Wilton. The Park consists of both open fields and a deciduous forest cover with specimen trees and seasonal wetlands.

The Gallagher Mansion is located within Cranbury Park. It was constructed in 1930 by Edward B. Gallagher and his wife Inez as a private residence. The Gallagher Estate is listed in the State and National Register of Historic Places. The mansion is a three-story Tudor Revival style that features oak paneling, French doors, painted murals, and stained-glass windows. The house was designed by Percy Livingston Power. The elegant house, formal garden, and tea house are popular spots for weddings, parties, and luncheons.

With all historic structures, building repairs and improvements are an integral part of preserving a valuable historic building asset. Recently, the City received a State of Connecticut grant through the Department of Economic and Community Development (DECD) in the amount of \$5,000,000 for the following improvements:

- Plumbing improvements to two bathrooms on second floor including waste and supply lines.
- Upgrade electric main panel, electric power to the kitchen and patio.
- Installation of new underground stormwater drain line for the gutter/leader system.
- Waterproofing of exterior masonry, including, but not limited to, repointing stone façade.
- Basement floor repaired once drainage system is completed.
- Upgrade interior finishes as directed.
- Demolish existing 5 cars maintenance vehicle garage and install a new structure.
- Park trails condition assessment

As part of the grant, the City has retained the architectural firm of Gisolfi Associates to implement this project. They have completed schematic design phase and they are in the design development phase. In order to finalize the scope of the project, it is essential that the City retains a Construction Manager (CM) to provide pre-construction services. These services include cost estimating, value engineering, constructability review, preparation of bid packages, bid solicitation and bid evaluation/award of the trade contractors.

Recently, the Purchasing Department issued a Request for Proposals (RFP) for CM. A total of two proposals were received. Attached is a summary of the two proposals. The City is familiar with both firms and based on the evaluation of the fee proposals, I would like to recommend Downes Construction Company for this project. This initial contract would be for Pre-construction services and at the same time, the agreement will incorporate fixed percentages for CM fee and CM contingency. Additionally, this agreement will include for reference purposes CM general conditions cost which will be adjusted based on the final project scope and schedule at the time of Guaranteed Maximum Price (GMP) amendment.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute an agreement with Downes Construction Company, LLC as the Construction Manager

**(CM) for the Cranbury Park/Gallaher Mansion Improvement Project.
Terms of the agreement shall include:**

- **Preconstruction Services - \$49,300**
- **CM Fixed Fees – 2.5%**
- **CM Contingency – 5% (balance revert to the City at project completion)**
- **General Conditions fee - \$581,539 (actual amount to be determined at the time of GMP)**

Subsequent to trade contractors' bidding, final GMP amendment will be submitted to the Common Council for approval. Funds for this agreement are available from the State DECD grant. Acct #09236030 5782 C0831

Thank you for your consideration of this request. If there are any questions or concerns, please do not hesitate to contact me.

CRANBURY PARK/GALLAHER MANSION IMPROVEMENT PROJECT - CM EVALUATION (11/6/23)

	Newfield		Downes	
Preconstruction Phase Services	\$	45,000	\$	49,300
CM Fees for \$3.5 million trade construction cost	4% equal	\$140,000	2.5% equal	\$87,500
General Condition fees Exhibit A	\$	124,000	\$	123,019
General Condition fees Exhibit B	\$	439,000	\$	458,520
Total	\$	748,000	\$	718,339
General Conditions Monthly	\$	35,000	\$	49,000
Current schedule has a 9 month construction period and should be sufficient to cover the project				

TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: NEIL RENNIE, PROPERTY MANAGER

DATE: NOVEMBER 28, 2023

RE: NORWALK ANIMAL CONTROL – IMPROVEMENT PROJECTS

On July 12, 2023 the City's Purchasing Department solicited bids for a renovation project requested by the Animal Control staff. Animal Control is the beneficiary of a private citizen donation of \$331,741.89.

The scope for the renovations project was captured by Gill & Gill Architect in a project manual and drawings.

The renovations include a new roof, gutters and accessories, door on the south side of the building, LED lighting in the dog kennel, painting of the kennel walls and floors with epoxy, kitchenette for staff, hot and cold water faucet on front and rear sides of the building, garage doors on exterior kennels, acoustic panels on kennel walls (noise reduction), and HVAC equipment (boilers and air handlers) replacement for the office space.

The City received three (3) bids. The results are as follows:

FIRM	Low Bidder
VAD Construction Corp	\$248,892.50
RE-TECH LLC	\$466,000.00
KAFA Group LLC (* Non-conforming bid)	*

After reviewing the submissions for this project, the Purchasing Department and the Office of Building Management recommend the award to the apparent lowest bidder, VAD Construction Corp.

ACTION REQUESTED:

- a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with VAD Construction Corp, for the Animal Control Facilities Improvement Project for a total not to exceed \$248,892.50. Funds are available from account #430000 5765**
- b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$24,889.25. Funds are available from account #430000 5765**



VII.E

City of Norwalk
Business Development & Tourism
125 East Avenue, Room 122
Norwalk, CT 06851

TO: MEMBERS OF THE NORWALK COMMON COUNCIL

FROM: SABRINA GODESKI, DIRECTOR OF BUSINESS DEVELOPMENT AND TOURISM; STAFF TO THE ARTS AND CULTURAL COMMISSION

DATE: DECEMBER 1, 2023

SUBJECT: MONROE STREET UNDERPASS MURAL APPROVAL

In Spring 2022, the Arts and Cultural Commission released a call for artists to contribute to the enhancement of the Monroe Street Underpass in South Norwalk. We were pleased to receive an overwhelming response, with over 50 submissions from talented artists. After careful consideration, the Arts and Cultural Commission has selected MJ and Josh Lindo-Lawyer as the preferred artists for this transformative project.

Regrettably, the timeline for the project was initially affected by delays in obtaining state permits required for its completion. However, the artists have diligently worked to overcome these challenges and have successfully completed the necessary application process and are now on track for the installation of the mural in Spring 2024.

The chosen artists, MJ and Josh Lindo-Lawyer, bring a wealth of creative talent and a unique vision to this project. Their work not only aligns with the cultural diversity and vibrancy of South Norwalk but also promises to be a captivating addition to the city's public art landscape. Their expertise in larger-than-life-sized murals will add an amazing asset to the City of Norwalk.

As the project progresses, it is anticipated that the mural will not only serve as a testament to the rich artistic community in our city but also contribute significantly to the overall aesthetic appeal and cultural identity of South Norwalk.

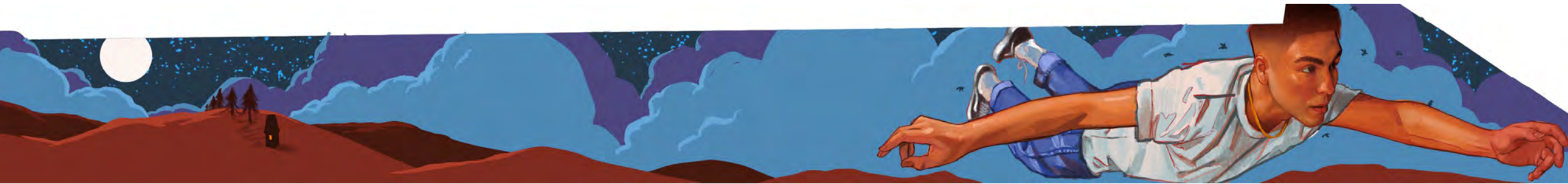
The Commission is requesting that the \$50,000 contract for the project be approved early as this allows time for the artists to book flights and accommodations that are cost effective for the Spring installation.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute a contract with Rough Edge Collective Inc. for the completion of the Monroe Street Underpass Mural in an amount not to exceed \$50,000.

ACCT: 0922-3760-5777
0923-3760-5777







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 Economic and Community Development Committee

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

CC: James Travers, Director
Greg Pacelli, Transportation Planner

REF: Authorize the Mayor, Harry W. Rilling to execute an agreement between the City of Norwalk and the Connecticut Department of Transportation (CTDOT)

DATE: November 27th, 2023

Memorandum

Transportation, Mobility and Parking was recently informed that the City's application for the 2023 Community Connectivity Grant Program (CCGP) has been selected to receive \$800,000 in funding, the maximum amount of construction funding available under this program. The CCGP is a competitive grant program which awards funding to municipalities in an effort to make Connecticut's roads safer and more accessible for our most vulnerable road users. It should be noted that Norwalk's application was the highest scoring application reviewed by CTDOT.

Funding for this project will be utilized to create a vibrant village center in the Hospital Hill area through a better alignment of roadways and amenities. In addition to streetscape improvements at the intersection of Stevens Street and Stuart Avenue, the project will provide pedestrian amenities, public space, and lighting upgrades. The city plans to realign this higher crash intersection, creating safety improvements and a new village parking lot to support local business and increase pedestrian activity.

We respectfully request that the Council:

Authorize the Mayor, Harry W. Rilling to execute an agreement between the City of Norwalk and the Connecticut Department of Transportation (CTDOT) to receive \$800,000 in 2023 Community Connectivity Grant Construction Funding related to the Hospital Hill Village Safety Enhancements.

Attachments: Award Notice, Concept Plan



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone: (860) 594-2139

November 15, 2023

Honorable Harry W. Rilling
Mayor
125 East Avenue
Norwalk, CT 06851
hrilling@norwalkct.gov

Dear Mayor Rilling:

Subject: **Award Notice - 2023 Community Connectivity Grant**
Hospital Hill Village Safety Enhancements

It is my pleasure to inform you that your application for the 2023 Community Connectivity Grant Program (CCGP) has been selected for funding. Congratulations on your Grant award, and many thanks for your effort to make Connecticut's roads safer and more accessible for vulnerable users. Funding for this Program was authorized by the Connecticut General Assembly and signed into law by Governor Ned Lamont. This round of awards was provided funding by the State Bond Commission on October 6, 2023, and will be administered by the Department of Transportation, Bureau of Policy & Planning, Office of Strategic Planning & Projects (Department). Please remember that this award is based on the project that was submitted in your application; therefore, to receive these funds, no other project can be substituted. Also, as a reminder, your municipality requested \$ 800,000.00 dollars for this project, which is the maximum amount of construction funding available for this grant.

I ask that you contact me no later than Friday, December 8, 2023 to confirm that your municipality wishes to accept the funding and proceed with the CCGP process. An e-mail response to the CCGP address CTDOT.CCGP@ct.gov is preferred. If no response is received, your award may be reallocated to another municipality.

It is also important to **designate a Municipal point of contact (including their Title, telephone number and e-mail address)** when you send in your confirmation so that we can communicate with this person as we advance in the project administration.

There are several steps that need to be taken by both the Department and your municipality, prior to the distribution of funds. **Please do not proceed with any grant-funded (construction) work until all contracting items have been fully executed.** Steps include the following:

- The Department will assign a Project Manager and Issue a Commitment to Fund Letter (CFL) which must be signed and returned to the Department.

- The Department will perform an environmental screening to assist the municipality in achieving compliance with the Connecticut Environmental Policy Act (CEPA) and identify items relative to natural resources, historic/archaeological resources, Flood Management and Regulated Contaminated Materials requirements, etc. that are to be investigated and/or addressed during the design phase. Please note that the Municipality is responsible for obtaining all applicable permits and providing all information and/or analyses that may be needed for a specific permit.
- The municipality is responsible for developing a project design and submitting a Final Design Package for the Department for review. Requirements for the Final Design Package can be found in section 2.2 of the CCGP Program Guidelines located on our website: [CCGP Program-Guidelines-V0301 March-2023-w-Appendix.pdf \(ct.gov\)](#)
- The Department, upon approval of the final design package, will authorize the Municipality to advertise the project for construction bids.
- The Municipality, following the opening of the bids, will submit a recommendation for award to the Department.
- The Department, upon receipt of the recommendation for award, will forward, for signature by the Municipality, a Project Authorization Letter (PAL) pursuant to the executed Master Municipal Agreement for Construction Projects. The PAL will serve as the project agreement between the State and the Municipality for the construction phase and will specify the approved grant amount, as well as identify any other requirements such as maintenance of project-specific features, etc. The PAL will also trigger the in-full grant payment to the Municipality.

Please take note:

- Grant funds may only be used for construction activities, as outlined in the CCGP Program Guidelines.
- All construction phase costs above the allocated grant amount are the sole responsibility of the municipality.

Congratulations again, and we look forward to hearing from you soon.

If you have any further questions, please feel free to contact David Elder at 860-594-2139, or via email at David.Elder@ct.gov.

Very truly yours,

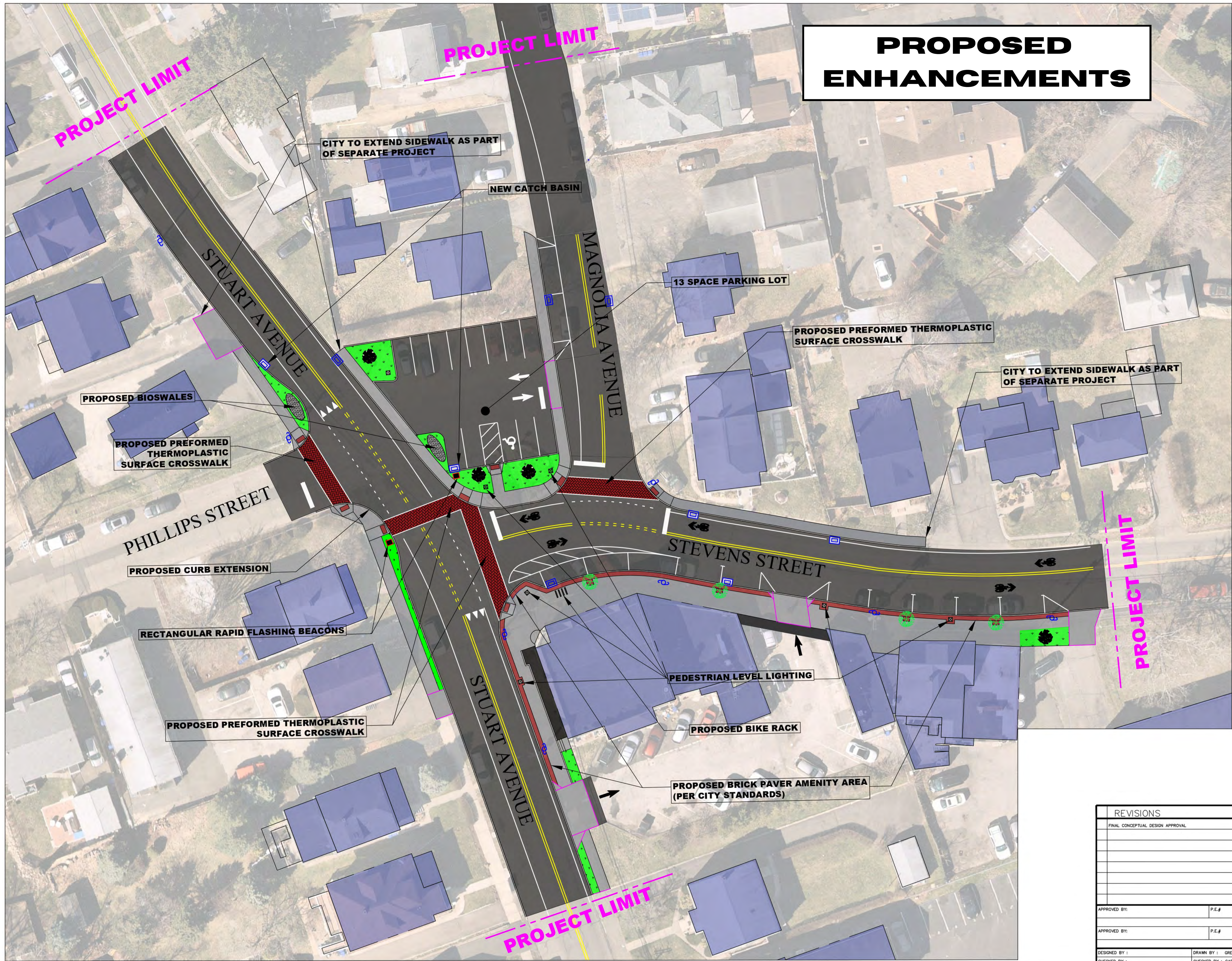
Kevin Carifa
Transportation Planning Director
Bureau of Policy & Planning



**EXISTING
CONDITIONS**

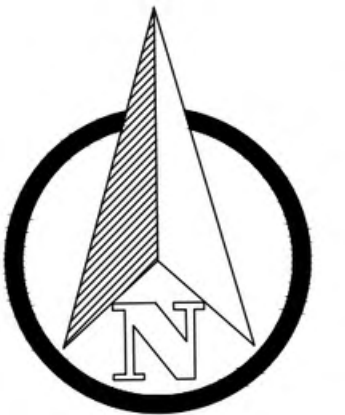
REVISIONS		DATE	BY
APPROVED BY:		P.E.#	DATE
APPROVED BY:		P.E.#	DATE
DESIGNED BY:		DRAWN BY:	
CHECKED BY:		CHECKED BY:	

CITY OF NORWALK	
DEPARTMENT OF TRANSPORTATION, MOBILITY, AND PARKING	
HOSPITAL HILL VILLAGE EXISTING CONDITIONS	
DATE :	TMP PROJ. :
SCALE : 1" = 20'	SHEET 1



LEGEND

- CONCRETE SIDEWALK
- NEW ROADWAY PAVEMENT
- GRASS SPACE
- PREFORMED THERMOPLASTIC
- CONCRETE CURB
- NEW TREE
- NEW STREET TREE
- PEDESTRIAN LEVEL LIGHTING



REVISIONS				CITY OF NORWALK	
FINAL CONCEPTUAL DESIGN APPROVAL				DEPARTMENT OF TRANSPORTATION, MOBILITY, AND PARKING	
				2023 CT DOT CONNECTICUT COMMUNITY CONNECTIVITY GRANT SUBMISSION	
				HOSPITAL HILL VILLAGE SAFETY ENHANCEMENTS	
APPROVED BY:		P.E.#	DATE	DATE : JULY 14th, 2023	
APPROVED BY:		P.E.#	DATE	TMP PROJ. :	
DESIGNED BY :		DRAWN BY : GREG PACELLI		SCALE : 1" = 20'	
CHECKED BY :		CHECKED BY : GARRETT BOLELLA P.E.		SHEET 1	



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 : MAYOR HARRY RILLING
 HENRY DACHOWITZ, CHIEF FINANCIAL OFFICER
 TOM ELLIS, BUDGET DIRECTOR

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 

RE : **SPECIAL CAPITAL APPROPRIATION RELATING TO
 STATE HVAC SCHOOL GRANT APPLICATION**

DATE: OCTOBER 17, 2023 (*Amended November 9, 2023 in Italic*)

In 2022, the State put in place a school HVAC (Heating, Ventilation and Air Conditioning) grant program. Generally, facility repairs and replacement are not reimbursable by the State. This program offers an opportunity for communities to receive State reimbursement at their normal reimbursement rate. With the recent State Special Legislative action, the City's current reimbursement rate is 60%.

This HVAC grant application has four basic submission requirements. The local school district/the City is required to approve Education Specifications for the specific improvements, complete a conceptual design, prepare professional cost estimates and authorize local share of the costs for each project. The grant application process provides four months between availability of the grant application to submission deadline. However, the required tasks typically would take 4 to 6 months to complete. For last year's grant process, the State was able to approve limited projects. In early September 2023, they issued grant application for a second round of this grant program.

In anticipation of the current grant funding cycle, the City, in collaboration with Norwalk Public Schools, has identified 6 priority projects. These HVAC projects include Brien McMahon, Brookside, Marvin, Silvermine, Naramake and Rowayton Schools. The City issued a RFP for mechanical consultants in May 2023 and the mechanical consultant has since completed the conceptual design and the estimator has completed estimates for each project. The estimated total cost is approximately \$36 million. A detailed scope of work is herein attached.

On October 4, 2023, Land Use and Building Management Committee considered and was supportive of the City's intent to submit grant applications for these projects. Based on the Committee's recommendation, I, on behalf of the Committee, am hereby submitting a Special Capital Appropriation request for the City's shares of these projects. It is important to note that:

- under this special HVAC grant program, subject to State approvals, said projects will be reimbursed at 60%.
- we are confirming with the State whether Rowayton and Naramake schools installation of new central air conditioning projects would be eligible as indoor air quality improvement projects under normal grant process. If so, we may consider the deletion of these two projects from this HVAC grant application process.
- from the City's capital budget allocation perspective, it is anticipated that these projects would be on the Board of Education's priority list for Capital Budget funds for the next 3 to 5 years and these projects would probably not be reimbursable by the State at such time.

The estimated costs for these projects are as follows with the City eligible for 60% reimbursement:

School Name	Project Cost	City Share at 40%
Brien McMahon High School	\$ 8,302,296	\$ 3,320,918
Brookside Elementary School	\$ 3,327,252	\$ 1,330,900
Marvin Elementary School	\$ 4,125,212	\$ 1,650,085
Silvermine Elementary School	\$ 3,025,516	\$ 1,210,206
Rowayton Elementary School	\$10,658,618	\$ 4,263,447
Naramake Elementary School	\$ 6,461,876	\$ 2,584,750

The above projects as listed is our general order of priorities, however, it is our understanding that the State will evaluate each grant application independently from other projects. This request includes funding for the City's share with the understanding that actual expenditure of these Special Appropriation funds will be subject to the City receiving grant for said specific project. The grant submission deadline is December 31, 2023. A detailed schedule has been developed with the anticipation of the needs for special meetings in order for the Common Council to approve the Special Appropriation (under Finance Committee portion of the agenda) and application for the grant (under Land Use and Building Management Committee portion of the agenda) on December 12, 2023.

Thank you for your consideration of this matter. If additional information is required, please advise. Thanks

SUGGESTED ACTIONS:

1. ***Approve*** the allocation of \$3,320,918.00 in Special Capital Appropriation funds for the City's 40% share *of the project costs* in compliance with State HVAC grant application requirements for Brien McMahon High School HVAC Improvement project.
2. ***Approve*** the allocation of \$1,330,900.00 in Special Capital Appropriation funds for the City's 40% share *of the project costs* in compliance with State HVAC grant application requirements for Brookside Elementary School HVAC Improvement project.
3. ***Approve*** the allocation of \$1,650,085.00 in Special Capital Appropriation funds for the City's 40% share *of the project costs* in compliance with State HVAC grant application requirements for Marvin Elementary School HVAC Improvement project.
4. ***Approve*** the allocation of \$1,210,206.00 in Special Capital Appropriation funds the City's 40% share *of the project costs* in compliance with State HVAC grant application requirements for Silvermine Elementary School HVAC Improvement project.
5. ***Approve*** the allocation of \$4,263,447.00 in Special Capital Appropriation funds for the City's 40% share *of the project costs* in compliance with State HVAC grant application requirements for Rowayton Elementary School HVAC Improvement project.
6. ***Approve*** the allocation of \$2,584,750.00 in Special Capital Appropriation funds for the City's 40% share *of the project costs* in compliance with State HVAC grant application requirements for Naramake Elementary School HVAC Improvement project.

Cc: Tom Livingston, Chief-of-Staff
JoAnn Acquarulo, Assistant Building and Facilities Manager
Dr. Alexsandra Estrella, School Superintendent
Sandra Faioes, Assistant School Superintendent
Lunda Asmani, CFO, NPS
Bill Hodel, Facility Director, NPS

SCHOOL HVAC STATE GRANT PROJECTS APPROVAL SCHEDULE (Prepared 10/10/23)

Special Appropriation

- Oct 11 - Alan provide request letter to Henry D. and copy Mayor
- Oct 26 - Henry D. provides recommendation to the Mayor and BET
- Oct 27 - Finance Dept. forward legal notice to the Hour as a BET agenda item in compliance with public notice requirements for Special Capital Appropriation

- Nov 6 - BET meeting
- Nov 7 - Finance forward BET recommendation to Planning and Zoning Commission
- Nov 15 - Planning & Zoning Commission meeting
- Nov 16 - Chitsamay schedule a Special Meeting of Finance Committee after the new Committees are set up....between November 27 to Dec 6.

Between Nov 27 and Dec 6 – Special meeting of Finance Committee

- Dec 12 - Special Appropriation on Finance Committee's portion of Common Council agenda

Ed Spec

- Oct 25 - Bd of Ed Facilities Committee meeting
- Nov 14 - Action item on the Bd of Ed workshop meeting

Local Approval to submit grant application, designate Land Use as School Building Committee and to proceed with design and cost estimates

- Dec 6 - Land Use and Building Management Committee meeting
- Dec 12 - Common Council approval

Grant application deadline: Dec 31, 2023

NORWALK PUBLIC SCHOOLS

HVAC & ELECTRICAL IMPROVEMENT PROJECT

Brien McMahon High School

\$8,302,296 (includes 20% soft costs)

Chilled Water System

- Provide two (2) 500 ton air cooled chillers to be located outside on grade. Provide each with an integral pump package and all associated accessories (VFDs, disconnects). Provide two vibration isolation curbs. Provide new pipe connections and valves to both chillers. Assume 200 feet of 10" supply and return piping. Basis of design is Trane Ascend, Daikin Pathfinder, or approved equal. Chillers will be located next to school, no buried piping is expected.
- Provide (3) 40 horsepower floor mounted vertical inline pumps. Provide with a VFD, associated valves and new pipe connections. (Chilled Water Pumps)
- Provide one (1) 100 gallon glycol makeup tank and all associated pipe connections, valves, control devices, and appurtenances. Basis of design is Wessels or approved equal.
- Provide one (1) 9,000 MBH plate and frame heat exchanger and all associated pipe connections, valves, control devices, and appurtenances. Basis of design is Xylem Bell & Gossett or approved equal.
- Provide one (1) 185 gallon replaceable bladder type expansion tank and all associated pipe connections, valves, control devices, and appurtenances. Basis of design is Wessels or approved equal.

Rooftop

- Provide four (4) new 12,000 cfm roof mounted heating, ventilating, and cooling air handling units. The unit shall include a 2-pipe heating and cooling coil, energy wheel, and fan VFDs. The unit shall be mounted on the existing roof steel dunnage with new steel dunnage as required and connect to the existing supply and exhaust ductwork on the roof. Basis of design is Trane Performance Climate Changer, Daikin Skyline, or approved equal.
- Provide one (1) new 16,000 cfm roof mounted heating, ventilating, and cooling air handling units. The unit shall include a 2-pipe heating and cooling coil, energy wheel, and fan VFDs. The unit shall be mounted on the existing roof steel dunnage with new steel dunnage as required and connect to the existing supply and exhaust ductwork on the roof. Basis of design is Trane Performance Climate Changer, Daikin Skyline, or approved equal.

Classrooms

- Remove, clean, and re-attach (15) unit ventilator exterior wall louvers.
- Provide new control valves, piping accessories and BMS controls for all 15 unit ventilators.

BAS

- Provide new controls wiring and points to all new pieces of mechanical equipment. Provide all controls to be monitored by the existing BAS system.

Electric Service and Distribution

- The existing electric service provided at 480/277 volt, 3 phase, 4 wire rated for 2500 amperes will be insufficient to support the additional air conditioning equipment promoted by the HVAC improvements outlined herein. To support the additional equipment an additional 2,000 amperes of capacity will be required. A new service switchboard and electric service feeder rated for 2,500 amperes shall be installed. The existing service will remain in use and the new service will be a second service to the building.
- Provide a new service entrance switchboard at 480/277 volt, 3 phase 4, rated for 3000 amperes. Equipment shall be a freestanding pad mounted NEMA 3R dead front enclosure arranged in switch-fuse-meter cold sequence configuration. Provide a distribution section (MSB3) containing the following branch circuit breakers based on the selected chiller option being quoted:

- A new pad mounted transformer will be required for the new service, approximately 2500 kVA. The new transformer shall be provided with grounding, subbase and all appurtenances.
- Two (2) 4" conduits for extension of the primary electric utility feed from the existing Primary Switch Pad to the new transformer pad shall be provided and installed.
- Electrical distribution will need to be provided to satisfy all feeders to new equipment that is an upgrade or provided new for the outlined system improvements. Refer to the following paragraphs for specific electrical requirements.
- Provide new electrical connections for two (2) 500-ton air cooled chiller systems consisting of the following:
- Provide electrical connections to four (4) new 30-ton HVAC Rooftop units that are fit up for hot water and chilled water. Provide (4) 60 ampere circuit breakers in local 480-volt panelboards that currently serve existing to be replaced units. Feeder assemblies shall be 1 1/4" conduit with 3#4 plus ground to a single point power connection for each. Assume feeder length to be 150 feet for each.
- Provide electrical connection to one (1) new 40-ton HVAC Rooftop unit that will be fit up for hot water and chilled water. Provide (1) 80 ampere circuit breakers in a local 480 volt panelboard that currently serves the existing to be replaced unit. Feeder assemblies shall be 1 1/4" conduit with 3#3 plus ground to a single point power connection. Assume feeder length to be 150 feet.

Miscellaneous Fans

- Provide electrical connections to five (5) 1,000 cfm exhaust fans. Provide 1" conduit with 3#12 plus ground from a 20 ampere, 3 pole circuit breaker in panel MH-1 to a fusible disconnect switch at the fan location with final connection in weatherproof flex conduit. Provide a minimum of 100 feet of feeder length.
- Provide electrical connections to two (2) 750 cfm exhaust fans. Provide 1" conduit with 3#12 plus ground from a 20 ampere, 3 pole circuit breaker in panel MH-1 to a fusible disconnect switch at the fan location with final connection in weatherproof flex conduit. Provide a minimum of 100 feet of feeder length.

BAS

- Provide electrical equipment connections for a partial new BAS system. A minimum of (15) 120 volt hardwired connections shall be provided throughout the building footprint to provide power for new BMS control panels.

BROOKSIDE ELEMENTARY -

\$3,327,252 (includes 20% soft costs)

Rooftop

- Provide new:
 - one (1) new 6,500 cfm nominal packaged rooftop unit,
 - one (1) new 12-ton nominal packaged rooftop unit,
 - one (1) new 15-ton nominal packaged rooftop unit.
 - one (1) new 18-ton nominal packaged rooftop unit.
 - 4) new 25-ton nominal packaged rooftop unit

Gymnasium

- Provide one (1) new 20 ton nominal packaged rooftop unit.
- Provide new double wall galvanized steel ductwork to the gymnasium. Ductwork shall be 32" round and approximately 75' long. Provide new duct mounted supply and return grilles to serve the gymnasium.

Electrical and Fire Alarm Scope

- The existing electric service provided at 480/277 volt, 3 phase, 4 wire rated for 2000 amperes will be sufficient to support the HVAC replacements and the addition of cooling to the gymnasium based on CES experience with schools of comparable size (58,335 SF). Further equipment selection and a year's worth of utility electric bills will be needed to confirm no additional capacity will be required. The existing electric service and distribution equipment appears be approximately 15-20 years old and in good condition. The equipment has approximately 15-20 years left of useful life.

- Fused disconnects will need to be provided to satisfy all new equipment being installed with existing feeders to remain.
- Provide fire alarm equipment to suit each new air handling system 2000 cfm and above. Standard provision shall include a supply and return duct smoke detector with shut down relay installed and programmed. Existing air-handling units that are removed shall be refit with new duct smoke detector systems.
- Provide fire alarm equipment to suit each new air handling system 2000 cfm and above. Standard provision shall include a supply and return duct smoke detector with shut down relay installed and programmed. Existing air-handling units that are removed shall be refit with new duct smoke detector systems.

Gymnasium

- Provide one (1) new 100A-3P, 480V fused disconnect switch with 70A fuses at the location of the new 20-ton nominal packaged rooftop unit. Provide 70A-3P circuit breaker in MDP. Provide 80A feeders (3#2 & 1#6G in 1-1/4" C) from main electrical room to new unit location. Provide a minimum of 200 feet of feeder length. Provide new service receptacle at unit utilizing branch circuit preserved during demolition.

MARVIN ELEMENTARY

\$4,125,212 (includes 20% soft costs)

Rooftop

- Provide one (1) new 25 ton and four (4) new 30-ton nominal packaged rooftop units with natural gas fired furnace heat. The unit shall include hot gas reheat, economizer, power exhaust, and an energy recovery wheel.

Gymnasium

- Provide one (1) new 20-ton nominal packaged rooftop unit with natural gas fired furnace heat. The unit shall include hot gas reheat, economizer, power exhaust, and an energy recovery wheel. The unit shall be mounted on the gymnasium roof with a new roof curb.
- Provide roughly 30'-0" of roof mounted therma-duct ductwork and approximately 75'-0" of internal double wall galvanized steel ductwork in the gymnasium. Ductwork shall be 40x24" on the roof and 34" for internal ductwork.

BAS

- Upgrade to a new BAS system. The system shall include control devices for all new and existing equipment as required to make a complete and fully functional system.

Electrical and Fire Alarm Scope

- Provide electrical power connections to one (1) new 20 ton nominal packaged rooftop unit. Provide (1) new 125 ampere circuit breakers in local 480 volt panelboard that currently serve existing to be replaced units. Feeder assemblies shall be 2" conduit with 3#2/0 plus ground to a single point power connection. Provide a minimum of 150 feet of feeder length.
- Provide electrical equipment connections for a new BAS system. A minimum of (40) 120 volt hardwired connections shall be provided throughout the building footprint to provide power for new BAS control panels. Provide 20 ampere circuit breaker in local 208-volt panelboards to location of new BAS panels. Feeder assemblies shall be 3/4" conduit with 2#12 plus ground.
- Provide fire alarm equipment to suit each new air handling system 2000 cfm and above. Standard provision shall include a supply and return duct smoke detector with shut down relay installed and programmed. Existing air-handling units that are removed shall be refit with new duct smoke detector systems.

SILVERMINE ELEMENTARY - \$3,025,516 (includes 20% soft costs & \$150k environmental)

- Provide two (2) A.O. Smith 119 gallon (25KW each) domestic electric water heaters, two (2) 2,000 mbh oil-fired condensing hot water boilers, two (2) centrifugal vertical inline system hot water pumps sized at 30 horsepower each, one (1) 50 gallon glycol makeup tank, two (2) 65 gallon expansion tanks, one (1) 6" air separator, one (1) duplex fuel oil transfer pump set, and all associated oil pipe connections, valves, control devices, and appurtenances.

Gymnasium

- Provide (1) new 25 ton nominal direct expansion cooling and hot water heating air handling unit. The unit shall include hot gas reheat, economizer, power exhaust, and an energy recovery wheel. The unit shall be mounted on grade with a vibration isolation curb.
- Provide roughly 30'-0" of exterior mounted therma-duct ductwork and approximately 100'-0" of internal double wall 38" galvanized steel ductwork within the gymnasium.
- Provide roughly 30'-0" of insulated exterior hot water piping sized at 2".

BAS

Provide a new BAS system. The system shall include control devices for all new and existing equipment as required to make a complete and fully functional system.

Electrical and Fire Alarm Scope

Mechanical Room

- Provide electrical connections to two (2) A.O. Smith 119 gallon (25KW each) domestic electric water heaters. Provide (2) 90 ampere circuit breakers in local 208 volt panelboards that currently serve existing to be replaced units. Feeder assemblies shall be 1-1/4" conduit with 3#2 plus ground to a single point power connection for each. Provide a minimum of 100 feet of feeder length.
- Provide electrical connections to two (2) 2,000 mbh oil-fired condensing hot water boilers. Provide (2) 20 ampere circuit breakers in local 208 volt panelboards that currently serve existing to be replaced units. Feeder assemblies shall be 3/4" conduit with 3#12 plus ground to a single point power connection for each. Provide a minimum of 100 feet of feeder length.
- Provide electrical power connections to two (2) centrifugal vertical inline system hot water pumps sized at 30 horsepower each. Provide (2) 125 ampere circuit breakers in local 208 volt panelboards that currently serve existing to be replaced units. Feeder assemblies shall be 2" conduit with 3#2/0 plus ground to a single point power connection to each. Provide a minimum of 100 feet of feeder length.
- Provide electrical power connections to one (1) 50 gallon glycol makeup tank and all associated pipe connections, valves, control devices, and appurtenances. Provide (1) 20 ampere circuit breakers in local 208 volt panelboards that currently serve existing to be replaced units. Feeder assemblies shall be 3/4" conduit with 2#12 plus ground to a single point power connection. Provide a minimum of 100 feet of feeder length.
- Provide electrical connections for one (1) duplex fuel oil transfer pump set. Provide 20 ampere circuit breaker in local 208 volt panelboards that currently serve existing to be replaced units. Feeder assemblies shall be 3/4" conduit with 2#12 plus ground to a single point power connection. Provide a minimum of 100 feet of feeder length.

Gymnasium

- Provide electrical connections for one (1) new 25 ton nominal direct expansion cooling and hot water heating air handling unit. Provide new 150 ampere circuit breaker in local MDP located in main electrical room. Feeder assemblies shall be 2-1/2" conduit with 3#3/0 plus ground to a single point power connection to each. Provide a minimum of 200 feet of feeder length.

BAS

- Provide electrical equipment connections for a new BAS system. A minimum of (40) 120 volt hardwired connections shall be provided throughout the building footprint to provide power for new BAS control panels.

Provide 20 ampere circuit breaker in local 208 volt panelboards to location of new BAS panels. Feeder assemblies shall be ¾" conduit with 2#12 plus ground.

ROWAYTON ELEMENTARY - \$10,658,618 (includes 20% soft costs & \$150k environmental)

Mechanical Room

- Provide two (2) 2,000 mbh oil-fired condensing hot water boilers, two (2) centrifugal vertical inline system hot water pumps sized at 200 gpm and 20 horsepower each, (1) 50 gallon glycol makeup tank and all associated pipe connections, valves, control devices, and appurtenances, (2) 65 gallon expansion tanks and all associated pipe connections, valves, and appurtenances, (2) 4" air separator and all associated pipe connections, valves, and appurtenances, (1) 1,000 mbh plate and frame heat exchanger for the hot water glycol loop, (1) duplex fuel oil transfer pump set and all associated oil pipe connections, valves, control devices, and appurtenances.

Learning Spaces

- Provide one (1) variable refrigerant flow (VRF) ceiling cassette 2.5 tons each per classroom and 1.0 tons per office.
- Provide one (1) variable refrigerant flow (VRF) ducted concealed unit to the Media Center and Music Room, 3.0 tons each. Provide all associated ductwork, grilles, diffusers, supports, and hangers.
- Provide seven (7) new 16 ton nominal roof mounted VRF high efficiency air source heat pump condensing units to serve all new VRF ceiling cassettes and ducted units. The condensing units shall be installed on equipment rails.
- Provide four (4) new 4,500 CFM packaged dedicated outdoor air rooftop units to ventilate the classrooms, offices and corridors. The new units shall include hot gas reheat for dehumidification purposes, an enthalpic energy recovery wheel, and a hot water heating coil. The units shall be mounted on a new roof curb or on steel dunnage as required.
- Provide ceiling mounted hot water radiant panels to provide heat to twelve classrooms. Provide all associated pipe connections, valves, hangers, control devices and appurtenances. Provide wall-to-wall installation (assume 28'-0" in length per each).

BAS

Provide a new BAS system. The system shall include control devices for all new and existing equipment as required to make a complete and fully functional system.

Electric Service and Distribution

- The existing electric service provided at 208Y/120 volt, 3 phase, 4 wire rated for 1200 amperes will be insufficient to support the additional air conditioning equipment promoted by the HVAC improvement options outlined herein. To support the additional equipment an additional 1,200 amperes of capacity will be required. A new service switchboard and electric service feeder rated for 2,500 amperes shall be provided at 208Y/120 volt, 3 phase, 4 wire. The new service shall replace the existing service.
- Provide a new service entrance switchboard at 208/120 volt, 3 phase 4, rated for 2500 amperes. Equipment shall be a freestanding pad mounted NEMA 3R deadfront enclosure arranged in switch-fuse-meter cold sequence configuration. Provide a distribution section containing a minimum of two distribution circuit breakers; (1) 1200 ampere to feed the existing 1200 ampere building distribution system (existing to remain) and (1) 1200 ampere branch device to feed a new 1200 ampere distribution switchboard (MDP2) dedicated to new mechanical equipment.
- The project will need to incorporate appropriate scope to replace the existing transformer with a new minimum size 1000 kVA transformer and pad, new service feeder and all appurtenances related to the upsized service entrance. The existing transformer pad may be retained for use as a primary voltage pullbox to extend primary electric service to a new pad mounted transformer. The new transformer shall be provided with grounding, concrete pad, required sub-base material and all appurtenances.

- New electrical distribution will need to be provided to satisfy all feeders to new equipment to support the outlined system improvements. A 1200 ampere distribution panel at 208Y/120 volt, 3 phase 4 wire (MDP) shall be provided to support new circuits for major equipment. A 225 ampere branch circuit panelboard at 208Y/120 volt, 3 phase 4 wire (MP1) shall be provided to support miscellaneous circuits for VRF cassettes, branch controllers, 120 volt BMS panel connections and receptacle power. Refer to the following paragraphs for specific electrical requirements.

Mechanical Room

- Provide electrical connections to two (2) hot water boilers, two (2) centrifugal vertical inline 20 HP hot water pumps, two (2) centrifugal vertical inline 10 HP hot water pumps, and one (1) duplex fuel oil transfer pump set.

Learning Spaces

- Provide electrical connections to (35) VRF ceiling cassette units, one per classroom and (18) VRF ceiling cassette units, one per office space.
- Provide one (1) variable refrigerant flow (VRF) ducted concealed unit to the Media Center and Music Room, 3.0 tons each. Provide all associated ductwork, grilles, diffusers, supports, and hangers. Basis of design is Mitsubishi PEFY series or equal. Assume a total of 2 units.
- Provide electrical connections to a total of (7) VRF heat pump style condensing units that will support all VRF ceiling cassette units. Provide (7) 150 ampere circuit breakers in new Panel MSB to serve this new equipment.
- Provide electrical connections to five (4) new 4,500 CFM packaged dedicated outdoor air rooftop units. Provide (4) 100 ampere circuit breakers in new Panel MSB to serve this new equipment. Feeder assemblies shall be 1 1/4" conduit with 3#2 plus ground to a single point power connection at each unit. Assume feeder length to be 150 feet for each.

BAS

- Provide electrical equipment connections for a new BAS system. A minimum of (40) 120-volt hardwired connections shall be provided through the building footprint to provide power for BMS control panels.

NARAMAKE ELEMENTARY - \$6,461,876 (includes 20% soft costs & \$150k environmental)

Gymnasium

- Provide one (1) new 30-ton nominal packaged rooftop unit. The unit shall include hot gas reheat, economizer, power exhaust, an energy recovery wheel, and a hot water heating coil. The unit shall be mounted on a new roof curb or on steel dunnage as required.
- Provide approximately 100'-0" of internal double wall 40" galvanized steel ductwork, approximately 50'-0" of insulated interior hot water piping sized at 2" to feed the rooftop unit, approximately 75'-0" of new perimeter hot water radiation mounted on the wall 10'-0" AFF. Include all associated pipe connections, valves, control devices, hangers, and supports.

Learning Spaces

- Provide one (1) variable refrigerant flow (VRF) ceiling cassette unit per classroom, 2.5 tons each. Assume a total of 30 units.
- Provide one (1) variable refrigerant flow (VRF) ceiling cassette unit per office, 1.5 tons each. Assume a total of 12 units.
- Provide six (6) new 16-ton nominal roof mounted VRF high efficiency air source heat pump condensing units to serve all new VRF ceiling cassettes. The condensing units shall be installed on equipment rails.
- Provide five (5) new 4,000 CFM packaged dedicated outdoor air rooftop units to ventilate the classrooms and corridors. The new units shall include hot gas reheat for dehumidification purposes, an enthalpic energy recovery wheel, and a hot water heating coil. The units shall be mounted on a new roof curb or on steel dunnage as required.

BAS

- Provide a new BAS system. The system shall include control devices for all new and existing equipment as required to make a complete and fully functional system.

Electric Service and Distribution

- The existing electric service provided at 208Y/120 volt, 3 phase, 4 wire rated for 1200 amperes will be insufficient to support the additional air conditioning equipment promoted by the HVAC improvement options outlined herein. To support the additional equipment an additional 1,200 amperes of capacity will be required. A new service switchboard and electric service feeder rated for 2,500 amperes shall be provided at 208Y/120 volt, 3 phase, 4 wire. The new equipment shall replace the existing service equipment.
- Provide a new service entrance switchboard at 208/120 volt, 3 phase 4, rated for 2500 amperes. Equipment shall be a freestanding NEMA 1 enclosure arranged in switch-fuse-meter cold sequence configuration. Provide a distribution section containing a minimum of two distribution circuit breakers; (1) 1200 ampere to feed the existing 1200 ampere building distribution system (existing to remain) and (1) 1200 ampere branch device to feed a new 1200 ampere distribution switchboard (MDP2) dedicated to new mechanical equipment.
- The project will need to incorporate appropriate scope to replace the existing transformer with a new minimum size 1000 kVA transformer and pad, new service feeder and all appurtenances related to the upsized service entrance. The existing transformer pad may be retained for use as a primary voltage pullbox to extend primary electric service to a new pad mounted transformer. The new transformer shall be provided with grounding, concrete pad, required sub-base material and all appurtenances.
- New electrical distribution will need to be provided to satisfy all feeders to new equipment to support the outlined system improvements. A 1200 ampere distribution panel at 208Y/120 volt, 3 phase 4 wire (MDP2) shall be provided to support new circuits for major equipment. A 225 ampere branch circuit panelboard at 208Y/120 volt, 3 phase 4 wire (MP1) shall be provided to support miscellaneous circuits for VRF cassettes, branch controllers, 120 volt BMS panel connections and receptacle power. Refer to the following paragraphs for specific electrical requirements.

Gymnasium

- Provide electrical connections for one (1) new 30 ton nominal DX / HW packaged rooftop unit. Provide one (1) 200 ampere circuit breaker in Panel MDP2 to serve this unit with a 200 ampere fusible switch located at the unit. Provide a feeder assembly with 2" conduit with 3 #3/0 plus ground. Assume feeder length to be 150 feet.

Learning Spaces

- Provide electrical connections to VRF ceiling cassette units, one per classroom, one per office.
- Provide electrical connections to a total of (6) VRF heat pump style condensing units that will support all VRF ceiling cassette units. Provide (6) 70 ampere circuit breakers in new Panel MH-1 (480 volt) to serve this new equipment.
- Provide electrical connections to five (5) new 4,000 CFM packaged dedicated outdoor air rooftop units. Provide (5) 50 ampere circuit breakers in new Panel MH-1 (480 volt) to serve this new equipment. BAS
- Provide electrical equipment connections for a new BAS system.

Fire Alarm

- Provide fire alarm equipment to suit each new air handling system 2000 cfm and above. Standard provision shall include a supply and return duct smoke detector with shut down relay installed and programmed.
- Smoke detectors for (5) air handling systems shall be included with pairs of duct detectors for each unit.



CITY OF NORWALK

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To: Members of the Common Council
 From: Lamond Daniels, Chief of Community Services
 Re: ARPA Workforce Development extension of contract
 Date: 12/6/2023

Introduction:

Workforce development plays a crucial role in the growth and prosperity of local communities. Effective strategies support families, employers, and community growth by connecting individuals to training and job opportunities in the regional economy. A coordinated set of actions and investments that seek to meet the most important workforce development needs of a community is called a workforce development strategy. The Norwalk Workforce planning process helps our community shape its future, leverage resources, and create opportunities.

Description:

The Norwalk Workforce strategy is a partnership between the City of Norwalk, Norwalk ACTs, Norwalk Chamber of Commerce, nonprofits, employers, and other partners aimed at helping older students and job seekers gain the skills required to fill employment opportunities in the Norwalk region. The strategy includes foundational building blocks that lead from education and training to a successful career, which includes education and training activities that have an impact. The entire workforce ecosystem is critical to success, and each makes distinct contributions to the overall process.

With its initial success this past year by galvanizing key stakeholders, the commissioned white paper entitled "Building Tomorrow's Workforce: Equitable Education and Career Pathways for Opportunity Youth in Fairfield County", and our on-site partnership with The Workplace, coordinator of regional and state-wide workforce development programs, the city is seeking to continue making an investment in this work for an additional year by funding \$100,000 as part of the American Rescue Plan Act (ARPA) comprehensive workforce program initiative. (see Norwalk Acts Year 2 attachment)

Recommendation:

Therefore, the Community Services Department recommends an extension for an additional year to support these promising practices and further implement the local workforce strategies in Norwalk, with Norwalk ACTs as the administrator.

Action:

Authorize the Mayor Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary to extend the contract for one additional year with Norwalk ACTs located at 9 Mott Avenue, Norwalk, CT, 06850 for the Norwalk Workforce Development strategy initiative with Community Services Department for a total amount of \$100,000.00. Account No. 132010 5796 ACS01.

Norwalk ACTS Workforce Development Year 2 Proposal

The Challenge

Despite employer demand for skilled roles, inconsistent communication and alignment between employers, education institutions, training providers, social service providers, and the population is resulting in underemployment, lack of medium- and high-skilled talent, and below living wages for residents.

- Nearly half of Norwalk's workforce — 48% — is employed in jobs earning below \$42,000 a year, the minimum livable salary for the area, according to the ALICE threshold ([FCCF BCEE 2023](#))
- Three in 10 Fairfield County employers report they are unable to fill entry-level job postings because of talent unavailability. Nearly three quarters of such companies — 74% — report that it takes them more than six months to fill open positions — if they can fill them at all. ([FCCF BCEE 2023](#))
- Of the last five Norwalk Public Schools graduating classes (2018-2022), an average 29% of these graduates (~220 grads) have not enrolled in 2 or 4 year degree colleges/universities. 80% of the students who did not enroll are students of color ([Norwalk ACTS](#))
- In 2023, an estimated 48,000 new entry-level roles have the potential to be filled by Opportunity Youth (Ages 14-24 without high school or postsecondary degree); of these 48,000 new roles, a projected 14,400 Opportunity Youth-appropriate jobs could go unfilled in 2023 without interventions to fill them. ([FCCF BCEE 2023](#))

Our Mission

Develop an integrated workforce development strategy and infrastructure for Norwalk to meet employer driven demand and connect job seekers to educational and employment opportunities that lead to livable wage employment.

Workforce Development Coordinator Year 1 Impact (Sept '22-Dec '23)

The coordinator is responsible for consistent coordination and communications that promote workforce development opportunities, employment opportunities, services, state & regional updates, and grant opportunities for Norwalk stakeholders. Over the past year, the coordinator has strengthened connection, collaboration, and alignment between stakeholders within Norwalk's workforce development ecosystem to promote system collaboration.

- Launched Norwalk Workforce Development Committee--a cross-sector coalition--which has 126 participants over last 3 quarterly meetings and 12 steering committee members
- Launched [monthly citywide newsletter](#) where we have shared over 110 resources across 9 newsletters to over 180 subscribers
- Developed an [interactive resource dashboard](#) for case managers and residents to find workforce development opportunities, which features over 50 programs with over 700 views and 14 organizations trained in how to use it
- Spearheaded [Norwalk Job Board](#) project with Greater Norwalk Chamber, a localized job board that allows greater Norwalk area employers to advertise their employment opportunities to local talent and is focused on advertising entry level, career-advancing opportunities that do not require a degree
- Liaise and capacity building with local (Norwalk Public Schools, Open Doors), regional (The WorkPlace), state (Governor's Workforce Council, United Way CT, Office of Workforce Strategy), and national (StriveTogether) partners

Norwalk ACTS Workforce Development Year 2 Proposal

Year 2 Proposal

1. Develop a coordinated, city-wide marketing campaign that reaches high-need populations in Norwalk and builds awareness of workforce development supports, services, and opportunities
2. Provide an ongoing supply/demand analysis of workforce development opportunities, employment opportunities, and job seeker needs and coordinate/support with partners to maximize access to opportunities
3. Identify and apply for collaborative funding opportunities that increase investments and expand organizational capacity in Norwalk
4. Support Norwalk ACTS ongoing data efforts in tracking and annually reporting of opportunity youth, ALICE, job-market, and other relevant economic data to increase visibility of challenges and progress
5. Utilize three recently released white paper findings and recommendations ([Dalio](#), [FCCF](#), [CWCT](#)) to co-develop an action plan with members of the Norwalk Workforce Development Committee

Year 2 Funding Request/Estimated

City of Norwalk (100,000)
FCCF (30,000)
Bank of America (10,000)
Goodnow (10,000)
M&T Bank (5,000)
Total - \$155,000