

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**

**II. ACCEPTANCE OF MINUTES**

Regular Meeting: October 24, 2017

**III. PUBLIC PARTICIPATION**

**IV. MAYOR**

**A. RESIGNATIONS AND APPOINTMENTS**

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

MAYOR'S REMARKS:

**V. COUNCIL PRESIDENT**

**A. GENERAL COUNCIL BUSINESS:**

**B. CONSENT CALENDAR:**

**VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS**

**A. CORPORATION COUNSEL**

1. Authorization to Settle Claim: Eddy Florestant v. Michael John Pugliese

**EXECUTIVE SESSION**

**VII. COMMON COUNCIL COMMITTEES**

**A. ORDINANCE COMMITTEE**

1. Approve proposed revisions to the Solicitor ordinance §§ 77-15 through 77-26.
2. Approve proposed revisions to the Solicitor forms/applications.

**B. LAND USE AND BUILDING MANAGEMENT COMMITTEE**

1. Authorize the Mayor, Harry W. Rilling, to execute a First Amendment to the Amended and Restated Lease Agreement with the Maritime Aquarium At Norwalk, Inc., dated December 4, 2014, in order to address the impact of the State's Walk Bridge Project on the Leased Property and to incorporate the Aquarium's proposed improvement plan for the Property.

3. Authorize the Mayor, Harry W. Rilling, to execute an amendment to the on-call architectural services agreement with Silver Petrucelli Associates relating to the School Facilities Improvement Plan to increase the contract amount by \$14,861.00.

Account No. 09175010 5777 C0585

3. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Newfield Construction, Inc. as the Construction Manager (CM) for the Ponus Ridge School (new PK-8 STEM School) renovation and addition project. Terms of the agreement shall include the following:

|                                                                   |           |
|-------------------------------------------------------------------|-----------|
| Preconstruction Phase Services (including reimbursable allowance) | \$102,000 |
| CM Fees (% of total trade bids)                                   | 1.20%     |
| CM Contingency (% of total trade bids)                            | 1.5%      |

Following bidding process, final contract price (GMP) will be submitted to the Common Council for approval.

Account No. 09185010 5777 C0608

4. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Downes Construction Company, LLC as the Construction Manager (CM) for the construction of the new South Norwalk School project. Terms of the agreement shall include the following:

|                                                                   |           |
|-------------------------------------------------------------------|-----------|
| Preconstruction Phase Services (including reimbursable allowance) | \$110,000 |
| CM Fees (% of total trade bids)                                   | 1.55%     |
| CM Contingency (% of total trade bids)                            | 3%        |

Following bidding process, final contract price (GMP) will be submitted to the Common Council for approval.

Account No. 09185010 5777 C0607

5. Authorize the Office of Building Management to issue change orders on Herbert Recovery Systems LLC's contract for contaminated soil removal at Oak Hills Park for an additional allowance not to exceed \$16,000.

Account No. 09151340-5799-C0558

- 6a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Norwalk Glass Company, Inc. for the installation of replacement windows at NECC/ Roosevelt Center for a total not to exceed \$72,042.00

Account No. 09165010 5777 C0555

- 6b. Authorize the Office of Building Management to issue change orders on Contract for a total not to exceed \$7,204.00.

**C. PERSONNEL COMMITTEE**

- |                                                             |                          |
|-------------------------------------------------------------|--------------------------|
| 1. Approve tentative agreement between City and NASA.       | <b>EXECUTIVE SESSION</b> |
| 2. Approve tentative agreement between City and NMEA.       | <b>EXECUTIVE SESSION</b> |
| 3. Approve tentative agreement between City and Local 2405. | <b>EXECUTIVE SESSION</b> |
| 4. Approve tentative agreement between City and Grants.     | <b>EXECUTIVE SESSION</b> |
| 5. Approve Ordinance 7/1/17 annual pay adjustments.         |                          |

**D. PUBLIC WORKS COMMITTEE**

1. Authorize the Director of Public Works, Bruce Chimento, to execute Orders on Contract with PJF Construction Corp. for State Project #102-319 Rehabilitation of Perry Avenue Bridge over Norwalk River, for a sum not to exceed \$360,000.00  
Account No.    09 09 4021 5777 C0392  
                         09 17 4021 5777 C0392  
                         09 18 4021 5777 C0392
2. Authorize the Director of Public Works, Bruce Chimento, to execute Orders on Contract with Deering Construction Co., Inc. for Project RD2016-1 Concrete Curbs and Sidewalks at Various Location, for a sum not to exceed \$34,280.00.  
Account No.    09 18 4021 5777 C0318

**VIII. RESOLUTIONS FROM COMMON COUNCIL**

**IX. MOTIONS POSTPONED TO A SPECIFIC DATE**

**X. SUSPENSION OF RULES**

**XI. ADJOURNMENT**

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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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**CALL TO ORDER**

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

City Clerk King read the notice that this meeting is being videotaped and audio recorded for public broadcast, and assisted listening devices are available.

**I. ROLL CALL**

**City Clerk King called the roll. The following Council Members were present:**

|                   |                                    |                               |
|-------------------|------------------------------------|-------------------------------|
| Council at Large: | Mr. Richard Bonenfant              | Mr. Michael Corsello          |
|                   | Mr. Douglas Hempstead              | Mr. Bruce Kimmel              |
|                   | Mr. Nick Sacchinelli               |                               |
| District A:       | Ms. Eloisa Melendez                | Mr. Steve Serasis             |
| District B:       | Mr. Travis Simms (7:41 p. m.)      |                               |
| District C:       | Mr. John Kydes (7:42 p. m.)        |                               |
| District D:       | Mr. Michael DePalma                | Ms. Shannon O'Toole Giandurco |
| District E:       | Mr. John Igneri, Council President | Mr. Tom Livingston            |

Mayor Harry Rilling; Attorney Mario Coppola, Corporation Counsel; Donna King, City Clerk  
The meeting began with 11 present. Absent: Ms. Phaedrel Bowman; Ms. Michelle Maggio; Mr. Simms, Mr. Kydes. Mr. Simms arrived to the meeting at 7:41 p.m.; Mr. Kydes arrived to the meeting at 7:42 p.m.

**II. ACCEPTANCE OF MINUTES**

**Regular Meeting October 10, 2017**

Page 2 Change "Mr. Alborg" to "Mr. Albort"

**\*\* MR. IGNERI MOVED TO APPROVE THE OCTOBER 10, 2017 REGULAR MEETING MINUTES AS AMENDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**III. PUBLIC PARTICIPATION**

No member of the public came forward.

**IV. MAYOR**

#### **A. Resignations and appointments**

No items were brought forward.

#### **Mayor's Remarks**

Yesterday, he and Adam Bovilsky, the ADA Coordinator for the City of Norwalk revealed the installation of our new assisted listening system. There was a demonstration conducted by the Hearing Loss Association of America. Several rooms in City Hall, the Senior Center, and the Norwalk Police Department are now outfitted with the systems that help out citizens with hearing impairments to participate more fully in our public meetings.

Mayor Rilling announced upcoming events:

October 28, 2017 Light Bulb Swap and Giveaway; Energy Saving Campaign Kickoff 9:00 a. m. – 12:00 Noon at the City Hall Community Room

Saturday November 11, 2017 Veterans' Day Concert City Hall Concert Hall 9:30 a. m. followed by a ceremony hosted by the American Legion.

#### **V. COUNCIL PRESIDENT**

##### **A. General council Business:**

No items were brought forward.

##### **B. Consent Calendar**

Mr. Igneri asked Mr. Serasis to present the Consent Calendar.

\*\* Mr. Serasis moved the Consent Calendar as follows:

VII. A.1, A.2, A.3, A.4, A.5, A.6, A.7, A.8, A.9, A.10, A.11 B.1, B.2, B.3, B.4, B.5 B.6  
C.1 D.2A, D.2B

#### **VII. COMMON COUNCIL COMMITTEES**

##### **A. Recreation, Parks & Cultural Affairs**

**1. Authorize the Mayor, Harry W. Rilling to enter into an agreement with Greenwich Kennel Club/Longshore Southport Kennel Club for the use of Taylor Farm for their 85<sup>th</sup> Greenwich Kennel Club AKC Dog Show, Obedience & Rally Trails and Longshore/Southport Kennel Club AKC Dog Show to be held Saturday, June 9, 2018 and Sunday, June 10, 2018 from 8:30 AM – 6:30 PM. Set up to take place at 6:00 AM on Wednesday, June 6, 2018 with tear down no later than 12:00 Noon on Tuesday, June, 12, 2018. Estimated attendance 1,000.**

2. Authorize the Mayor, Harry W. Rilling to enter into an agreement with N.I.C.E. Inc. for the use of Oyster Shell Park for the Annual N.I.C.E. Festival to be held Saturday, June 7, 2018 from 11:00 AM – 9:00 PM. Set up to take place Friday, July 6, 2018 at 6:30 AM with tear down no later than 12:00 Noon Monday, July 9, 2018. Estimated attendance 4,000.

3. Authorize the Mayor, Harry W. Rilling to enter into an agreement with Atlas Pryovision Entertainment Group for the Annual Fireworks Display for the 2018-2020 Displays for a sum not to exceed \$43,500.00 including the barge each year. Account #016021-5298.

4. Authorize the Mayor, Harry W. Rilling to enter into an agreement with Charter Contracting Company, LLC for Ryan Park Remediation Project for a Sum not to exceed \$2,604,840.00 along with a Contingency Amount of \$260,484.00 Funds available from a DECD Remediation grant of \$2,000,000.00 and a HUD Choice Neighborhoods Park Improvements Grant of \$1,000,000.00.

5. Authorize the Mayor, Harry W. Rilling, to enter into a contract with Terry Contracting & Materials, Inc. for Project #3789 Veterans Memorial Park Floating Dock Replacement for a sum not to exceed \$1,521,380.00. Account #0916-6030-5777-C0367.

6. Approve the use of Veterans Park by Norwalk Board of Education for the Annual “Norwalk River Fun Run” to be held Saturday, December 2, 2017 from 8:00 AM – 12:00 Noon with a Rain Date of Sunday, December 3, 2017. Estimated attendance 400.

7. Approve the use of the Cranbury Park Gallaher Mansion and immediate surrounding grounds by Daniel Anastasio and Alaina Roberto for a Wedding to be held Saturday, September 29, 2018 from 6:00 PM to 12:00 Midnight. Estimated attendance 200+.

8. Approve the use of Cranbury Park Gallaher Mansion and immediate surrounding grounds by Katherine Simon for a Wedding to be held Saturday, August 4, 2018 from 5:00 PM – 11:00 PM. Estimated attendance 100-150.

9. Approve a Sole Source Procurement Request for Winsupply of Shelton for the Cranbury Gallaher Mansion Boiler replacement project for a sum not to exceed \$35,813.57. Account #0918-6030-5777-C0366.

10. Approve the “Whale” installation on the temporary construction fencing at Ryan Park from October 31, 2017 through December 31, 2017.

11. Approve the use of Cranbury Park Pavilion 1 by FactSet for their Analytics Fall Outing to be held Thursday October 19, 2017 from 11:00 AM – 4:00 PM. Estimated attendance 100.

#### **B. Finance/Claims Committee**

1. Accept and Approve the Report of the Claims Committee Dated: October 12, 2017.

2. For informational purposes only: Narrative on Tax Collections dated October 2, 2017.
3. For informational purposes only: Monthly Tax Collector's Report Dated: September 30, 2017.
4. Resolution: Approve a special capital appropriation in the amount of \$509,000 to increase the available funds for Phase II Roofing project (09187100-5777-C0439). The funds will be drawn from the balance in the Capital Fund.
5. Authorize the Director of Finance to execute an up-to thirty-six (36) month agreement with the qualified low-bidder(s) for Project #3794: Electricity Generation Supply Service for City locations.
6. Rescind the Council Approval of May 23, 2017:  
Authorize the Mayor Harry W. Rilling, to execute an agreement with CDR Solutions for email archiving system for an amount not to exceed \$34,250.00, account 09150600-5777-C0375 (budgeted IT capital project; no special appropriation required).  
Approve as Revised:  
Authorize the Mayor, Harry W. Rilling, to execute an agreement with Mimecast North America, Inc. for email archiving system for an amount not to exceed \$34,200.00, account 09150600-5777-C0375 (budgeted IT capital project; no special appropriation required).

**C. Ordinance Committee**

**1. Approve Arts Commission Bylaws**

**D. Land Use & Building Management Committee**

2a. Authorize the Mayor, Harry W. Rilling, to execute a Contract with Young Developers, LLC for the City Hall Roof Replacement Project for a total not to exceed \$830,421.00. Acct. #09/15/16/17 7100 5777 C0439 and account subject to Special Capital Appropriation.

2b. Authorize the Office of Building Management to issue Change Orders on Contract for a total not to exceed \$83,042.00.

**\*\* THE MOTION TO APPROVE THE CONSENT CALENDAR PASSED UNANIMUOSLY.**

**VII. D. Land Use & Building Management Committee**

1. Approve the proposed Norwalk Maritime Aquarium improvement plan as developed to address the State's needs for the Walk Bridge replacement project. City staff is authorized to sign-off on construction plans and related permits/documents consistent with the approved plan. All new agreements or modifications to existing agreement(s) must be submitted separately to the Common Council for approval.

**\*\* MR. LIVINGSTON MOVED TO APPROVE THE PROPOSED NORWALK MARITIME AQUARIUM IMPROVEMENT PLAN AS DEVELOPED TO ADDRESS THE STATE'S NEEDS FOR THE WALK BRIDGE REPLACEMENT PROJECT. CITY STAFF IS AUTHORIZED TO SIGN-OFF ON CONSTRUCTION PLANS AND**

**RELATED PERMITS/DOCUMENTS CONSISTENT WITH THE APPROVED PLAN. ALL NEW AGREEMENTS OR MODIFICATIONS TO EXISTING AGREEMENT(S) MUST BE SUBMITTED SEPARATELY TO THE COMMON COUNCIL FOR APPROVAL.**

Mr. Livingston stated that the City owns the property and as the property owner, we need to sign off on the agreements and help move the project along. Any new agreement or modification to existing agreements will have to come back to the Common Council for approval. We are also not obligating the City to spend any money at this point. He stated the Maritime Aquarium is doing the appropriate thing in being proactive.

Mr. Bonenfant stated that the question of how much the plan will cost and who will pay for it has not been answered. He stated he hoped there would be a signal from the State that they would cover the entire cost. Norwalk taxpayers have been caught on the hook before.

Mr. Kimmel stated that he agreed with both Mr. Livingston and Mr. Bonenfant. He stated that revenues that come to the City from the aquarium help keep taxes low. The better the aquarium does, the better the City does, and the better our taxpayers will do. It is in our best interest to have a thriving downtown.

Mr. Livingston stated that we would not be obligating ourselves to spend any funds if we approve this item.

Ms. O'Toole Giandurco stated that membership and attendance at the aquarium has been on the rise. She stated she likes to see the aquarium being proactive with this plan.

Mr. Hempstead asked if the aquarium is asking for any easements. Atty. Coppola stated that easements have not been requested on behalf of the aquarium. We received a request from the State of Connecticut for two easements.

Atty. Coppola stated that the Zoning Applications are contingent upon having the necessary City approvals.

**\*\* THE MOTION PASSED WITH TWELVE VOTES IN FAVOR AND ONE IN OPPOSITION (MR. BONENFANT.)**

**VIII. RESOLUTIONS FROM COMMON COUNCIL**

No items were brought forward.

**IX. MOTIONS POSTPONED TO A SPECIFIC DATE**

No items were brought forward.

**X. SUSPENSION OF RULES**

No items were brought forward.



## XI. ADJOURNMENT

**\*\* MR. IGNERI MOVED TO ADJOURN.**  
**\*\* THE MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 7:59 p. m.

Respectfully submitted,

Tom Blaney  
Telesco Secretarial Services

VII. A

MEMORANDUM TO FILE

Date: October 26, 2017

From: Brian Candela

RE: Chapter 77 of the Norwalk City Code for the November 14, 2017 public hearing

The Norwalk Police Department and Corporation Counsel's office amended Sections 77-15 through 77-26 of the Solicitor ordinance as requested by the ordinance committee following the October 2017 meeting. **Attached as Exhibit A is the final red-line draft.** Enclosed also please find the amended solicitor forms/applications for your review. **Attached as Exhibit B.** Finally, I have also enclosed, for your convenience, a final copy of the amended sections of the Solicitor ordinance, 77-15 through 77-26 (without red-line changes) for your review as well. **Attached as Exhibit C.**

# Exhibit A

## Article II. Solicitors

### § 77-15. Definitions.

As used in this Article, the following terms shall have the meanings indicated:

#### SOLICIT

The conditional sales of merchandise or the taking of orders for merchandise for further delivery when full payment is not required at the time of solicitation, or any sales made on approval.

#### SOLICITOR

Any person who goes from place to place, house to house or dwelling unit to dwelling unit within a multidwelling building or who stands in any street, sidewalk or public place taking or offering to take orders for goods, wares or merchandise for future delivery or for services to be performed in the future.

### § 77-16. License required.

#### A.

No solicitor, as herein defined, over 16 years of age, except those exempt under the Connecticut General statutes or this chapter, shall **engage in the sales or merchandise or the business of soliciting** orders of purchase for any goods, wares or merchandise, including magazines and other printed matter, without first obtaining a license. Such license shall be issued by the **City Clerk Police Chief or his/her designee**, provided that such solicitor shall have fully complied with the provisions of this chapter and otherwise met its requirements and shall have made payment of the fee for said license **and application**.

#### B.

Each license so issued shall contain the full name and address of the solicitor, the license number, the year for which the license is valid and a nonremovable full-face photograph of the licensee.

#### C.

Each license so issued shall be prominently displayed upon the person of the solicitor at all times that said solicitor is engaged in the **sales of merchandise or the** business of soliciting orders within the City of Norwalk.

### § 77-17. Exemptions.

The provisions of this Article shall not apply to:

#### A.

The sales **or soliciting of orders** by farmers and gardeners of the produce from their farms and gardens.

#### B.

The sales **or soliciting of orders**, distribution and delivery of food and beverages.

C.

The sales ~~or soliciting of orders~~ of newspapers.

D.

~~The sale of insurance.~~

ED.

The sales ~~or soliciting of orders~~ Sales made to retail or wholesale stores or to professional or industrial establishments.

FE.

The sales ~~or soliciting of orders~~ Sales by an individual or organization which is an authorized participant in a special permit event approved by the city and for which a special event permit has been issued.

## § 77-18. License application.

A.

Each solicitor who is subject to the provisions of this chapter, shall make application to the ~~City Clerk~~ Police Chief or his/her designee for a license. All such applications shall be on a form provided by the ~~City Clerk~~ Police Chief or his/her designee and shall include but not be limited to the following information:

(1)

The full name, home address, local address, if applicable, home and business telephone number and valid motor vehicle operator's license number or other approved form of identification of the applicant.

(2)

A physical description of the applicant, ~~setting forth~~ the applicant's date of birth, ~~and~~ social security number ~~and State of Connecticut Taxation Number.~~

(3)

The ~~location~~ address of the applicant's principal ~~office or place~~ office, place of business or employer, if applicable, and the name and address of the person or organization for whom or through whom orders are to be solicited or cleared.

(4)

The make, year, type and registration of any motor vehicle to be used for the soliciting of orders for the purchase of merchandise or services, if any.

(5)

The nature of the goods, wares or merchandise for which orders are to be solicited and the period of time during which the applicant intends to solicit orders.

(6)



A statement as to whether the applicant has ever had a solicitor's license revoked. ~~A statement as to whether the applicant has~~ ~~or ever~~ been convicted of ~~a any type of felony of any type or of a~~ misdemeanor, ~~the date of conviction and the penalty imposed, if any.~~

B.

In addition, the applicant shall submit a signature, two copies of a recent ~~passport sized~~ photograph ~~of himself or herself~~ and conclusive proof of possession of a State of Connecticut sales and use tax permit.

#### § 77-19. Insurance & Licensing required.

A.

Before any license, as provided by this Article, shall be issued, such ~~natural person applicant or business entity applicant~~ shall file with the ~~City Clerk Police Chief or his/her designee~~ a certificate of insurance naming the City of Norwalk as the additional insured party. Said certificate of insurance shall be in a minimum amount of \$1,000,000 providing coverage against any and all damage and injury to property or person by reason of or related to the licensee's use of public streets, sidewalks or places to solicit orders for the purchase of merchandise or services. Said insurance shall be maintained throughout the duration of the license period, and failure to do so shall be a violation of this chapter. All certificates of insurance issued pursuant to this chapter shall contain a clause that 10 days' prior to written notice of cancellation or change shall be given to the ~~City Clerk Police Chief or his/her designee~~ of the City of Norwalk.

B.

An applicant shall also submit an executed agreement to indemnify and hold harmless the City of Norwalk and its employees, officials and/or agents from any and all claims, actions, injuries or damages of every kind and description which may accrue to or be suffered by any person by reason of or related to the soliciting of orders for the purchase of merchandise or services by said applicant or the granting of a license to do so.

C.

~~Before any license, as provided by this Article, shall be issued, such natural person applicant or business entity applicant shall file with the Police Chief or his/her designee a certificate or proof of valid licensing in accordance with statutes, rules and regulations of the State of Connecticut and the ordinances of the City of Norwalk. Said licensing shall be maintained throughout the duration of the license period, and failure to do so shall be a violation of this chapter.~~

GD.

Failure to comply with the requirements of this section shall be ~~a violation and~~ cause for the denial or revocation of the license.

#### § 77-20. Issuance of license; fee.

A.

The Norwalk Police Department is authorized to issue a written license, upon the completion of an application, as required by § 77-16 through § 77-19, to any proper natural person or business entity. The Norwalk Police Department shall be authorized to collect fees, pursuant to a fee schedule for both



the licenses and applications. The license shall be valid for one year from the date of issuance, unless suspended or revoked. The license issued to a business entity shall authorize said entity to be represented by one named natural person only. If additional personal representatives are sought for a business entity, additional written licenses and applications will be required for each such additional natural person/representative and additional fees shall be collected accordingly. Licenses issued shall be signed by the Chief of Norwalk Police Department or his/her designee, shall contain a passport sized photograph as provided for in § 77-16 and § 77-18, shall state the expiration date for such license and shall contain such other information consistent with the purpose of this chapter as the Norwalk Police Department may require. ~~The fee for the insurance of a solicitor's license shall be \$100. Modification of the fee hereafter shall be made as set forth in the following subsection:~~

(1)

~~The Health, Welfare and Public Safety Committee shall, with the concurrence of the Common Council, make and alter fees for the solicitors license. The Committee shall establish the proposed fee and shall hold a public hearing thereon no less than seven and no more than 14 days from the date of notice of the time and place of such hearing, published in the form of a legal advertisement appearing in a newspaper having a substantial circulation in the city. Within 90 days of receipt by the City ClerkPolice Chief or his designee of notice of the action taken by the Committee subsequent to the public hearing, the Common Council shall act upon the fee schedule. If the Council takes no action within 90 days, the rates and fees shall be deemed approved, and the City ClerkPolice Chief or his designee shall issue a notice so stating, which notice shall be maintained with the records of the Common Council. If the Council votes to disapproved the fee, it may itself establish any such fee or may ask the Committee to submit a revised fee to the Common Council.~~

B.

No fee shall be required from any resident of this state who is a veteran as defined by the Connecticut General Statutes, ~~§Section~~ 27-103 (Revision of 1958), as amended, provided that suitable evidence is presented of these facts by the applicant. No fees shall be required from any religious, charitable, fraternal or nonprofit organizations nor from representatives of such organizations; provided, however, that the ~~City ClerkPolice Chief or his/her designee shall determine this and the Chief of Police must both agree that any organization and its representatives fall within this~~ exemption, and such organizations and their representatives shall file with such officials such information as they shall require to make such determination.

C.

Refusal to issue.

(1)

Upon completion of an ~~license~~ application and payment of the license ~~and application~~ fees, the ~~City ClerkPolice Chief or his/her designee~~ shall issue a solicitor's license to the applicant. However, the ~~City ClerkPolice Chief or his/her designee~~ may refuse to issue such license or shall revoke said license forthwith by written notice for any of the following reasons:

(a)

If the applicant has given false or misleading information on the application.

(b)

If the applicant fails to provide any information as required by this chapter.

(c)

If the applicant has been convicted of any misdemeanor, as defined in the Connecticut General Statutes, involving a lack of truthfulness, including but not limited to, fraud, extortion, bribery, embezzlement, forgery, larceny and/or theft, -within the last five years.

(d)

The Police Chief or his/her designee may refuse to issue a solicitor license to an applicant who has been convicted of a felony of ~~If the applicant has been convicted of a felony~~ any type more than ten years ago. The Police Chief or his/her designee shall refuse to issue a solicitor license to an applicant who has been convicted of a felony of any type within the last ten years. ~~crime involving fraud, unless five years has passed since the expiration of the applicant's felony sentence or parole.~~

(2)

Such issuance or refusal shall not be delayed longer than the requirements of a reasonable investigation may dictate.

### § 77-21. Duration of license.

Each license issued in accordance with this chapter shall be valid for the ~~period of one year from the date of issuance, unless revoked or suspended. calendar year in which it is issued and shall expire on the 31st day of December of that year.~~ Licenses shall not be transferable. ~~No license shall be issued for any fractional period of a year nor shall any pro rata payment be permitted.~~

### § 77-22. Restricted activities.

A.

A solicitor's license issued under the provisions of this chapter shall not constitute a license to enter any area where restrictions on public access are in effect.

B.

No solicitor shall engage in the soliciting of orders except between ~~the hours of 8:00 a.m. to 8:00 p.m.~~ ~~mand dusk.~~

### § 77-23. Conduct; receipts required.

Any person ~~engaged in soliciting the sales of merchandise or the business of soliciting orders~~ ~~an order~~ of purchase for future delivery of goods, wares and merchandise shall conduct himself or herself at all times in an orderly and lawful manner and shall give a written receipt, signed by the solicitor, of all orders so taken. Such receipt shall set forth a brief description of the goods, wares and merchandise ordered, the total purchase price thereof, the amount of down payment received by the solicitor from the purchaser and the approximate date of delivery.

### § 77-24. Violations and penalties.

In addition to any other penalty provided by the Code of the City of Norwalk or the Connecticut General Statutes, ~~Ee~~ each order solicited in violation of the provisions of this chapter and each false statement



or misrepresentation of fact for the purpose of obtaining a solicitor's license shall be deemed a separate offense and shall be subject to a \$250 fine ~~not exceeding \$100~~.

#### § 77-25. Suspension or revocation of license.

In addition to any other penalty provided by the Code of the City of Norwalk or the Connecticut General Statutes, a violation of this chapter or of the terms of any license issued hereunder shall be grounds for the revocation of an issued license by written order of the ~~City Clerk~~ Police Chief or his/her designee, without the return of the license fee.

#### § 77-26. Applicability of other licensing requirements.

The provisions of this chapter shall not be construed to exempt any person from securing any other license or paying any other license tax which may be authorized and imposed by the Connecticut General Statutes or by any provisions of the Code of the City of Norwalk.

# Exhibit B

City of Norwalk - Solicitor License Application - Pursuant to Chapter 77 of the City Ordinance

Name of Applicant: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Local Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: ( ) \_\_\_\_\_ Business Phone: ( ) \_\_\_\_\_

Motor Vehicle License #: \_\_\_\_\_ CT Sales Tax ID #: \_\_\_\_\_

Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Eye Color: \_\_\_\_\_ Hair Color: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Nature of Business/Description of Product/Merchandise/Selling Methods: (Please give a brief description of selling methods, i.e. House to House, Street Vending, Private Parties held on City property, etc.) (Note: Only listed product/merchandise listed may be sold):  
\_\_\_\_\_

Name of Employer/Business: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ Phone: \_\_\_\_\_

Name of Supervisor: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Vehicle Used: Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

License Plate # \_\_\_\_\_ ST \_\_\_\_\_ Registration \_\_\_\_\_

Has applicant ever been convicted of any crime (misdemeanor and/or felony) or motor vehicle offense: YES ( ) NO ( ) If so, please give complete details (Date, Charges, Disposition, Location, etc.)  
\_\_\_\_\_  
\_\_\_\_\_

Is the applicant a Veteran: YES ( ) NO ( ). If yes, please provide a copy of your discharge form/papers (DD214) to the Norwalk Police Department.

Each license shall be issued at a rate of \$200.00 per license and \$50.00 for each application.

Each order solicited in violation of the of Chapter 77 of the Norwalk City Code and each false statement or misrepresentation of fact for the purposes of obtaining a solicitor's license shall be deemed a separate offense and shall be subject to a \$250.00 fine.

Has applicant obtained insurance coverage with minimum limits totaling \$1,000,000.00 providing coverage against any and all damage and injury to property or person by reason of or related to the licensee's use of public streets, sidewalks or places to solicit orders for the purchase of merchandise or services? YES ( ) NO ( )

Has applicant provided a certificate of insurance naming the City of Norwalk as an additional insured party on the insurance coverage described in the preceding paragraph? YES ( ) NO ( ) If so, please provide a copy of the certificate of insurance to the Norwalk Police Department along with this application.

I hereby agree to indemnify and hold harmless the City of Norwalk and its officers, employees, agents and assigns from any and all claims, actions, injuries and damages of every kind and description which may accrue to or be suffered by any person by reason of or related to the vending of product/merchandise.

I hereby certify that all of the statements herein contained are true and correct.

Sworn to and Subscribed before me  
This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
PLEASE DO NOT WRITE BELOW THIS LINE  
\_\_\_\_\_

POLICE CLEARANCE

THE APPLICATION IS APPROVED \_\_\_\_\_ NOT APPROVED \_\_\_\_\_  
Date: \_\_\_\_\_ Signature: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK





City of Norwalk - Business Entity Solicitor License Application - Pursuant to Chapter 77 of the City Ordinance

Name of Applicant: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Tax ID #: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: ( ) \_\_\_\_\_ Business Phone: ( ) \_\_\_\_\_

Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Eye Color: \_\_\_\_\_ Hair Color: \_\_\_\_\_

Name of Business: \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Nature of Business/Description of Product/Merchandise/Selling Methods: (Please give a brief description of selling methods, i.e. House to House, Street Vending, Private Parties held on City property, etc.) (Note: Only listed product/merchandise listed may be sold):  
\_\_\_\_\_

Motor Vehicle License #: \_\_\_\_\_

Description of Vehicle Used: Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

License Plate # \_\_\_\_\_ ST: \_\_\_\_\_ Registration \_\_\_\_\_

Has applicant ever been convicted of any crime (misdemeanor and/or felony) or motor vehicle offense: YES ( )  
NO ( ) If so, please give complete details (Date, Charges, Disposition, Location, etc.) \_\_\_\_\_  
\_\_\_\_\_

Is the applicant a Veteran: YES ( ) NO ( ). If yes, please provide a copy of your discharge form/papers (DD214) to the Norwalk Police Department.

Each license shall be issued at a rate of \$200.00 per license and \$50.00 for each application.

Each order solicited in violation of the provisions of Chapter 77 of the Norwalk City Code and each false statement or misrepresentation of fact for the purposes of obtaining a solicitor's license shall be deemed a separate offense and shall be subject to a \$250.00 fine.

Has applicant obtained insurance coverage with minimum limits totaling \$1,000,000.00 providing coverage against any and all damage and injury to property or person by reason of or related to the licensee's use of public streets, sidewalks or places to solicit orders for the purchase of merchandise or services? YES ( ) NO ( )

Has applicant provided a certificate of insurance naming the City of Norwalk as an additional insured party on the insurance coverage described in the preceding paragraph? YES ( ) NO ( ) If so, please provide a copy of the certificate of insurance to the Norwalk Police Department along with this application.

I hereby agree to indemnify and hold harmless the City of Norwalk and its officers, employees, agents and assigns from any and all claims, actions, injuries and damages of every kind and description which may accrue to or be suffered by any person by reason of or related to the vending of product/merchandise.

I hereby certify that all of the statements herein contained are true and correct.

Sworn to and Subscribed before me  
This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
NOTARY PUBLIC

PLEASE DO NOT WRITE BELOW THIS LINE

POLICE CLEARANCE

THE APPLICATION IS APPROVED \_\_\_\_\_ NOT APPROVED \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

CITY CLERK



NORWALK

The Sound of Connecticut



# Exhibit C

## Article II. Solicitors

### § 77-15. Definitions.

As used in this Article, the following terms shall have the meanings indicated:

#### SOLICIT

The conditional sales of merchandise or the taking of orders for merchandise for further delivery when full payment is not required at the time of solicitation, or any sales made on approval.

#### SOLICITOR

Any person who goes from place to place, house to house or dwelling unit to dwelling unit within a multidwelling building or who stands in any street, sidewalk or public place taking or offering to take orders for goods, wares or merchandise for future delivery or for services to be performed in the future.

### § 77-16. License required.

#### A.

No solicitor, as herein defined, over 16 years of age, except those exempt under the Connecticut General statutes or this chapter, shall engage in the sales or merchandise or the business of soliciting orders of purchase for any goods, wares or merchandise, including magazines and other printed matter, without first obtaining a license. Such license shall be issued by the Police Chief or his/her designee, provided that such solicitor shall have fully complied with the provisions of this chapter and otherwise met its requirements and shall have made payment of the fee for said license and application.

#### B.

Each license so issued shall contain the full name and address of the solicitor, the license number, the year for which the license is valid and a nonremovable full-face photograph of the licensee.

#### C.

Each license so issued shall be prominently displayed upon the person of the solicitor at all times that said solicitor is engaged in the sales of merchandise or the business of soliciting orders within the City of Norwalk.

### § 77-17. Exemptions.

The provisions of this Article shall not apply to:

#### A.

The sales or soliciting of orders by farmers and gardeners of the produce from their farms and gardens.

#### B.

The sales or soliciting of orders, distribution and delivery of food and beverages.

C.

The sales or soliciting of orders of newspapers.

D.

The sales or soliciting of orders made to retail or wholesale stores or to professional or industrial establishments.

E.

The sales or soliciting of orders by an individual or organization which is an authorized participant in a special permit event approved by the city and for which a special event permit has been issued.

### § 77-18. License application.

A.

Each solicitor who is subject to the provisions of this chapter, shall make application to the Police Chief or his/her designee for a license. All such applications shall be on a form provided by the Police Chief or his/her designee and shall include but not be limited to the following information:

(1)

The full name, home address, local address, if applicable, home and business telephone number and valid motor vehicle operator's license number or other approved form of identification of the applicant.

(2)

A physical description of the applicant, the applicant's date of birth, social security number and State of Connecticut Taxation Number.

(3)

The address of the applicant's principal office, place of business or employer, if applicable, and the name and address of the person or organization for whom or through whom orders are to be solicited or cleared.

(4)

The make, year, type and registration of any motor vehicle to be used for the soliciting of orders for the purchase of merchandise or services, if any.

(5)

The nature of the goods, wares or merchandise for which orders are to be solicited and the period of time during which the applicant intends to solicit orders.

(6)

A statement as to whether the applicant has ever had a solicitor's license revoked. A statement as to whether the applicant has ever been convicted of any type of felony or misdemeanor, the date of conviction and the penalty imposed, if any.

B.

In addition, the applicant shall submit a signature, two copies of a recent passport sized photograph of himself or herself and conclusive proof of possession of a State of Connecticut sales and use tax permit.

§ 77-19. Insurance & Licensing required.

A.

Before any license, as provided by this Article, shall be issued, such natural person applicant or business entity applicant shall file with the Police Chief or his/her designee a certificate of insurance naming the City of Norwalk as the additional insured party. Said certificate of insurance shall be in a minimum amount of \$1,000,000 providing coverage against any and all damage and injury to property or person by reason of or related to the licensee's use of public streets, sidewalks or places to solicit orders for the purchase of merchandise or services. Said insurance shall be maintained throughout the duration of the license period, and failure to do so shall be a violation of this chapter. All certificates of insurance issued pursuant to this chapter shall contain a clause that 10 days' prior to written notice of cancellation or change shall be given to the Police Chief or his/her designee of the City of Norwalk.

B.

An applicant shall also submit an executed agreement to indemnify and hold harmless the City of Norwalk and its employees, officials and/or agents from any and all claims, actions, injuries or damages of every kind and description which may accrue to or be suffered by any person by reason of or related to the soliciting of orders for the purchase of merchandise or services by said applicant or the granting of a license to do so.

C.

Before any license, as provided by this Article, shall be issued, such natural person applicant or business entity applicant shall file with the Police Chief or his/her designee a certificate or proof of valid licensing in accordance with statutes, rules and regulations of the State of Connecticut and the ordinances of the City of Norwalk. Said licensing shall be maintained throughout the duration of the license period, and failure to do so shall be a violation of this chapter.

D.

Failure to comply with the requirements of this section shall be a violation and cause for the denial or revocation of the license.

§ 77-20. Issuance of license; fee.

A.

The Norwalk Police Department is authorized to issue a written license, upon the completion of an application, as required by § 77-16 through § 77-19, to any proper natural person or business entity. The Norwalk Police Department shall be authorized to collect fees, pursuant to a fee schedule for both the licenses and applications. The license shall be valid for one year from the date of issuance, unless suspended or revoked. The license issued to a business entity shall authorize said entity to be represented by one named natural person only. If additional personal representatives are sought for a business entity, additional written licenses and applications will be required for each such additional

natural person/representative and additional fees shall be collected accordingly. Licenses issued shall be signed by the Chief of Norwalk Police Department or his/her designee, shall contain a passport sized photograph as provided for in § 77-16 and § 77-18, shall state the expiration date for such license and shall contain such other information consistent with the purpose of this chapter as the Norwalk Police Department may require.

B.

No fee shall be required from any resident of this state who is a veteran as defined by the Connecticut General Statutes, § 27-103 (Revision of 1958), as amended, provided that suitable evidence is presented of these facts by the applicant. No fees shall be required from any religious, charitable, fraternal or nonprofit organizations nor from representatives of such organizations; provided, however, that the Police Chief or his/her designee shall determine this exemption, and such organizations and their representatives shall file with such officials such information as they shall require to make such determination.

C.

Refusal to issue.

(1)

Upon completion of an application and payment of the license and application fees, the Police Chief or his/her designee shall issue a solicitor's license to the applicant. However, the Police Chief or his/her designee may refuse to issue such license or shall revoke said license forthwith by written notice for any of the following reasons:

(a)

If the applicant has given false or misleading information on the application.

(b)

If the applicant fails to provide any information as required by this chapter.

(c)

If the applicant has been convicted of any misdemeanor, as defined in the Connecticut General Statutes, involving a lack of truthfulness, including but not limited to, fraud, extortion, bribery, embezzlement, forgery, larceny and/or theft, within the last five years.

(d)

The Police Chief or his/her designee may refuse to issue a solicitor license to an applicant who has been convicted of a felony of any type more than ten years ago. The Police Chief or his/her designee shall refuse to issue a solicitor license to an applicant who has been convicted of a felony of any type within the last ten years. .

(2)

Such issuance or refusal shall not be delayed longer than the requirements of a reasonable investigation may dictate.



### § 77-21. Duration of license.

Each license issued in accordance with this chapter shall be valid for the period of one year from the date of issuance, unless revoked or suspended. Licenses shall not be transferable.

### § 77-22. Restricted activities.

#### A.

A solicitor's license issued under the provisions of this chapter shall not constitute a license to enter any area where restrictions on public access are in effect.

#### B.

No solicitor shall engage in the soliciting of orders except between 9:00 a.m. and dusk.

### § 77-23. Conduct; receipts required.

Any person engaged in the sales of merchandise or the business of soliciting orders of purchase for future delivery of goods, wares and merchandise shall conduct himself or herself at all times in an orderly and lawful manner and shall give a written receipt, signed by the solicitor, of all orders so taken. Such receipt shall set forth a brief description of the goods, wares and merchandise ordered, the total purchase price thereof, the amount of down payment received by the solicitor from the purchaser and the approximate date of delivery.

### § 77-24. Violations and penalties.

In addition to any other penalty provided by the Code of the City of Norwalk or the Connecticut General Statutes, each order solicited in violation of the provisions of this chapter and each false statement or misrepresentation of fact for the purpose of obtaining a solicitor's license shall be deemed a separate offense and shall be subject to a \$250 fine.

### § 77-25. Suspension or revocation of license.

In addition to any other penalty provided by the Code of the City of Norwalk or the Connecticut General Statutes, a violation of this chapter or of the terms of any license issued hereunder shall be grounds for the revocation of an issued license by written order of the Police Chief or his/her designee, without the return of the license fee.

### § 77-26. Applicability of other licensing requirements.

The provisions of this chapter shall not be construed to exempt any person from securing any other license or paying any other license tax which may be authorized and imposed by the Connecticut General Statutes or by any provisions of the Code of the City of Norwalk.

VII. B

**MEMORANDUM**

**From: Diane Beltz-Jacobson, Assistant Corporation Counsel**

**To: Members of the Land Use and Building Management Committee of the Common Council**

**Dated: October 4, 2017**

**Re: Summary of Proposed Terms of First Amendment to Amended and Restated Lease of Maritime Aquarium Property at 10 North Water Street**

The City of Norwalk created the Maritime Aquarium At Norwalk Authority (originally the Norwalk Maritime Center Authority) in 1985 by enacting Chapter 70 of the Norwalk Code. The initial purpose of the Authority was to assist in the development of the Maritime Center along the waterfront areas of the City on property located at 10 North Water Street (the Property). One specific way in which the Authority assisted was to issue bonds to fund the development of the Property into a maritime aquarium and educational facility designed for the use, enjoyment and benefit of the public.

Thereafter the City leased the Property to the Authority in order to facilitate the development of the Maritime Aquarium and the Authority, in 1986, executed a sublease of the Property with what was then known as the Maritime Center. That Sublease was subsequently modified and amended at various times from 1988 to 2001. Most recently, the City of Norwalk ("the City"), the Maritime Aquarium At Norwalk Authority ("the Authority") and the Maritime Aquarium At Norwalk, Inc. ("The Aquarium"), executed an Amended and Restated Lease dated December 2, 2014, for the Property which amended and restated, in its entirety, the Original Lease in order to reflect the current relationship between the parties. The intent of this 2014 document was both to have its provisions replace the Original Lease and to extend the effective term through July 29, 2031.

This past year the State of Connecticut approached the City and the Aquarium regarding its plans for the reconstruction of the Walk Bridge ("The Project") and the potential impact the Project would have on the Property. Specifically, the State contemplates that for purposes of the Project it will (1) take, by eminent domain, the land on which the IMAX Theater currently sits; (2) raze the IMAX Theater building; and (3) take an additional portion of the Property by eminent domain for temporary and permanent easements along the Norwalk River necessary to create a right-of-way in favor of the State for purposes of its planned construction activities. Based on its review and assessment of the proposed Plans, the Aquarium determined that in order to withstand the impact of the Project and, in particular, to ensure the proper care and survival of its animals, protect the safety of its staff and visitors and continue to operate as a regional educational resource, it would need to relocate and /or replace certain of its facilities and assets. The First Amendment to the Lease is intended to address these changes and the impact they will have on the existing relationship between the City and the Aquarium as well as to acknowledge the changes that will have to be made to the Property and the building situated thereon.

The Material terms of the First Amendment will address the following:

1. The parties acknowledge that the State will award compensation for the “functional replacement” of certain building improvements necessitated as a result of the Walk Bridge Project and acknowledge that such compensation should be directed to the Aquarium. The City shall “direct and authorize” the State to make such payments directly to the Aquarium as they become available.
2. The specific improvements to the present building on the Property that the parties believe will be classified as “functional replacements” are generally described as including the replacement and rebuilding of the IMAX Theater and the replacement of certain of the Aquarium’s exhibits that will be displaced by the Walk Bridge Project, including the relocation of those animals impacted. The scope and details of the IMAX theater replacement/reconstruction and the relocation of the impacted exhibits are described in the attached document prepared by the Aquarium entitled “Functional Replacement” and are depicted in the plans to be presented.
3. The City will receive the award of funds from the State resulting from the condemnation and / or taking by the State of any of the real property in connection with the construction of the Walk Bridge reconstruction and ongoing maintenance. This will include awards for both temporary construction easements and permanent easements / rights of way in favor of the State across the Property.
4. The Lease is silent on whether the City will compensate the Aquarium for any unreimbursed costs it may incur in the replacement/rebuilding project that it contemplates for the IMAX Theater and its exhibits. That subject will be handled outside of the Lease and as yet has not been resolved.
5. The City will be entitled to receive any additional funds awarded by the State and not considered part of the “functional equivalent” calculation.
6. The City acknowledges in the Amendment: 1) that it has had the opportunity to review the plans for the construction of the new IMAX theater in the current North Parking Lot area (employee parking area) of the Property and the exhibit relocation plans, including the addition and new entrance construction; 2) that it generally approves of the plans subject to final construction plans complying with all applicable zoning and building code requirements, and further subject to the Aquarium obtaining all required approvals.
7. The Lease will reaffirm that the land along the Norwalk River adjacent to the Aquarium building, together with the current site of the IMAX Theater will continue to be available to the Aquarium as part of the leased Property, notwithstanding any easement to the State. However, the Aquarium acknowledges that the City as landlord will be building a walkway along the Norwalk River and performing other work as part of the Walk Bridge Project on the Property. Aquarium agrees to cooperate with City’s contractors in connection with such work.

8. The City agrees to grant Aquarium's contractors reasonable access to the Property as may be necessary for the construction of the new IMAX Theater. The parties also agree to provide access to the contractors and representatives of the State in connection with the construction of the Walk Bridge Project.



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

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE  
NORWALK FACILITIES CONSTRUCTION COMMISSION

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

RE : ON-CALL ARCHITECTURAL SERVICES FOR SCHOOL  
FACILITIES IMPROVEMENT PROGRAM

DATE: OCTOBER 24, 2017

\*\*\*\*\*

On July 12, 2016, the Norwalk Common Council authorized the execution of an on-call architectural services agreement with Silver Petrucelli Associates to provide technical support to initiate various components of the approved School Facilities Improvement Plan. The agreement was for a total not to exceed \$75,000.

In the past year, Silver Petrucelli Associates provided design services relating to Norwalk High School, South Norwalk School, Ponus Ridge School, Jefferson School and Columbus School. Their services included assessment of existing facilities, attendance at project related meetings, update of enrollment projections and preparation of Education Specifications for South Norwalk School and Ponus Ridge School. Their on-call services were essential in assisting the City/Bd of Ed to complete our State reimbursement grant application in compliance with the State's submission deadline of June 30, 2017. With the completion of the application package, the City enters into the next project phase whereby Silver Petrucelli Architects' on-call services are no longer required. However, with the numerous Ed Spec Committee meetings and the needs for office staff support to develop the Education Specifications, Silver Petrucelli exceeded their contract allowance. Attached are two outstanding requisitions for payment. I made partial payment on one of the requisition based on the available free balance in the contact and an amendment to the agreement in the amount of \$14,861.00 (\$10,928 + \$3,933) is required in order to compensate them for their services rendered.

**ACTION REQUESTED:**

**Authorize the Mayor, Harry W. Rilling, to execute an amendment to the on-call architectural services agreement with Silver Petrucelli Associates relating to the School Facilities Improvement Plan to increase the contract allowance by \$14,861.00.  
Acct. #09175010 5777 C0585**

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

CONSTRUCTION MANAGER-ADVISOR EDITION

## TO OWNER:

City Of Norwalk - Alan Lo  
PO Box 5125  
Norwalk, CT 06856-5125

## PROJECT:

Norwalk  
Add services School Study

## APPLICATION NO:

9 REVISED 10/12/2017

## Distribution to:

## FROM CONTRACTOR:

Silver Petrucci and Associates  
3190 Whitney Avenue  
Hamden, CT 06518

## VIA ARCHITECT

Silver Petrucci  
3190 Whitney Ave  
Hamden, CT 06518

## PERIOD TO:

6/9/2017

## ARCHITECT

CONTRACTOR  
OWNER  
CONSTRUCTION  
MANAGER

## Contract Date:

## CONTRACT FOR:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

## 1. ORIGINAL CONTRACT SUM

\$ 75,000

## ARCHITECT:

Silver Petrucci + Associates, Inc.

## 2. Net change by Change Orders OWNER APPROVED CHANGE ORDERS

\$ 0.00

## 3. CONTRACT SUM TO DATE (Line 1 + 2)

\$ 75,000

## 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

\$ 85,928

## 5. RETAINAGE:

0.00% of Completed Work

\$ 0.00

## 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)

\$ 85,928

## 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

\$ 66,119

## 8. CURRENT PAYMENT DUE

\$ 19,810

## 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$ (10,928)

| CHANGE ORDER SUMMARY                             | ADDITIONS | DEDUCTIONS |
|--------------------------------------------------|-----------|------------|
| Total approved changes issued in previous months | \$0.00    | \$0.00     |
| Total approved changes issued this Month         | \$0.00    | \$0.00     |
| TOTALS                                           | \$0.00    | \$0.00     |
| NET CHANGES by Change Order                      | \$0.00    | \$0.00     |

## CERTIFICATE FOR PAYMENT

In accordance with the contract documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the best of their knowledge and belief that the work has progressed as indicated and the quality of the work is in accordance with the Contract Documents and the Contractor is entitled to payment of the Amount Certified.

Available from Contract # 8,880

AMOUNT CERTIFIED \$ 19,810

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

## PROGRAM MANAGER:

By:  Date: 10/12/17

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



Silver Petrucelli & Associates, Inc.  
 3190 Whitney Avenue, Bldg 2  
 Hamden, CT 06518  
 (203)230-9007x205  
 bpetrucelli@silverpetrucelli.com  
 http://www.silverpetrucelli.com



# INVOICE

INVOICE # 17-654  
 DATE 04/01/2017  
 DUE DATE 05/01/2017  
 TERMS Net 30

BILL TO  
 Study/Norwalk Public Schools  
 Finance Department  
 125 East Ave. PO Box 6001  
 Norwalk, CT 06852-6001

Please detach top portion and return with your payment.

SP&A JOB NUMBER  
 14.284

PROJECT MANAGER  
 J

| TASK/DESCRIPTION                                             | FEE<br>AMOUNT | % COMPLETE | COMPLETED<br>TOTAL |
|--------------------------------------------------------------|---------------|------------|--------------------|
| Add. Services                                                | 75,000        |            |                    |
| Hourly NTE                                                   |               |            |                    |
| Hourly Fee                                                   | 94            |            |                    |
| R. Glick hrs@\$94                                            |               |            |                    |
| Hourly Fee                                                   | 80            | 3.00       | 240.00             |
| Joan Ireland 3hrs@\$80                                       |               |            |                    |
| Hourly Fee                                                   | 116           | 30.50      | 3,538.00           |
| John Ireland 30.5hrs@\$116                                   |               |            |                    |
| Hourly Fee                                                   | 94            |            |                    |
| M. Miller hrs@\$94                                           |               |            |                    |
| Hourly Fee                                                   | 107           |            |                    |
| J. Pagan hrs@\$107                                           |               |            |                    |
| Hourly Fee                                                   | 186           |            |                    |
| B. Silver hr@\$186                                           |               |            |                    |
| Printing Services                                            |               | 155.00     | 155.00             |
| 10books printed and bond x 18pages x .75 a page +\$20binding |               |            |                    |
| Previously Billed                                            | 35,279        |            |                    |
| previously billed hours                                      |               |            |                    |
| Consultant                                                   | 16,105        |            |                    |
| previously billed                                            |               |            |                    |

BALANCE DUE

**\$3,933.00**



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

TO : MEMBERS OF LAND USE AND BUILDING MANAGEMENT  
COMMITTEE  
MEMBERS OF NFCC

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 

RE : PONUS SCHOOL PK-8 IMPROVEMENT PROJECT -  
APPROVAL OF A CONSTRUCTION MANAGER (CM)

DATE: OCTOBER 26, 2017

\*\*\*\*\*

Subsequent to the Board of Education adoption of School Facilities Improvement Plan, the City allocated \$43 million for the addition and renovation of Ponus Ridge Middle School. The renovated Ponus Ridge School will be the home for a new Pre Kindergarten to 8<sup>th</sup> Grade Science Technology Engineering Math (STEM) school program.

The existing Ponus Ridge Middle School, consisting of 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> grade classes, has a total enrollment of 692 students. Each grade has a total of 9 sections. The existing building is approximately 104,000 square feet. The addition of PK to 5<sup>th</sup> Grade in 2 sections will increase student enrollment to 1,050 students. The new building addition(s) will be approximately 35,000 square feet. Overall, this project will contribute significantly to the City's efforts to increase school facilities necessary to meet enrollment needs.

Recently, the City approved the architect for this project. Subsequently, the Purchasing Department issued and received proposals from Construction Management (CM) firms in response to a Request for Proposals (RFP). A total of 11 proposals were received. A CM Review Committee was formed consist of Councilman Livingston (Chair of Land Use Committee), Councilman Bonenfant (NFCC member), Dave Discala (AV Tuchy Construction Co.) Ben Luce

(Purchasing Agent), Sharon Conners (Purchasing Officer), Bill Hodel (NPS Facility Director), Jim Giuliano and myself. The Review Committee evaluated the proposals and shortlist the firms for interviews. A summary of the shortlisted proposals is herein attached.

Upon completion of the interviews, the Committee recommended Newfield Construction for this project. Newfield Construction submitted the lowest fee structure and they had successfully completed Ponus Ridge School renovation project (2006), Nathan Hale School renovation project (2006) and Norwalk Fire Headquarters (2013). CM services include preconstruction services, bid phase services and construction administration services. CM's Preconstruction phase services is an extremely valuable component of the project development phase. The CM will work closely with school administration and the architect to develop multiple cost estimates, to provide value engineering services, to develop project phasing plans, to assemble the construction bid packages and to manage the bid process in conjunction with the City's Purchasing Department. CM fees are broken down into the following categories:

- A. Preconstruction Services - \$102,000
- B. CM Fee – 1.20% (estimated amount \$404,555)
- C. CM Contingency – 1.50% (free balance will revert back to the City)
- D. Total Trade Contractors' Costs – To be determined subsequent to bidding
- E. General Condition Costs – To be developed based on project phasing, final project schedule and input from the City.

Of the five components of the CM's fees listed above, I would like recommend Common Council approval of Items A, B and C at this time. Upon receipt of the trade contractors' bids, City staff will work with the CM to develop a Guaranteed Maximum Price (GMP) which will include total trade bids, the general condition costs and conversion of CM Fee and CM Contingency from percentages into dollar values.

#### **ACTIONS REQUESTED:**

**Authorize the Mayor, Harry W. Rilling, to execute an agreement with Newfield Construction, Inc. as the Construction Manager (CM) for the Ponus Ridge School (new PK-8 STEM School) renovation and addition project. Terms of the agreement shall include the following:**

**Preconstruction Phase Services (including**

|                                        |           |
|----------------------------------------|-----------|
| reimbursable allowance)                | \$102,000 |
| CM Fees (% of total trade bids)        | 1.20%     |
| CM Contingency (% of total trade bids) | 1.5%      |

Following bidding process, final contract price (GMP) will be submitted to the  
Common Council for approval. Acct. Acct. #09185010 5777 C0608

**Ponus Ridge School**  
**State Project No. TMP-103-RBTS**  
**Construction Management Selection Process**

**Fee Summary**

| <b>Firm Name</b> | <b>Pre-Construction Fee</b> | <b>Pre-Con Fee Rank</b> | <b>Constr. Duration / Mo.</b> | <b>CM Fee</b> | <b>CM Fee based on Construction Cost of \$33,712,896</b> | <b>Conting. Fee</b> | <b>Pre-Con &amp; CM Fee</b> | <b>Rank</b> |
|------------------|-----------------------------|-------------------------|-------------------------------|---------------|----------------------------------------------------------|---------------------|-----------------------------|-------------|
| FIP Construction | \$80,000                    | 1                       | 17.0                          | 1.75%         | \$589,976                                                | 4.00%*              | \$669,976                   | 3           |
| Downes           | \$110,700                   | 3                       | 17.0                          | 1.55%         | \$522,550                                                | 3.00%               | \$633,250                   | 2           |
| Newfield         | \$102,000                   | 2                       | 17.0                          | 1.20%         | \$404,555                                                | 1.50%               | \$506,555                   | 1           |
| KBE              | \$112,839                   | 4                       | 16.5                          | 2.05%         | \$691,114                                                | 3.00%               | \$803,953                   | 4           |

\* Taken from sample agreement



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

September 29, 2017

City of Norwalk- Purchasing Department, Room 103  
Norwalk City Hall  
125 East Ave,  
Norwalk, CT 06856-5125  
ATTN: Sharon Connors, Purchasing Officer

RE: Request for Proposal to provide Construction Management Services for  
the New South Norwalk School @ Ely Site Project  
Project No. TMP-103-SZSQ  
Norwalk, CT

Dear Ms. Connors and Members of the Selection Committee:

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

As a leading provider of construction services to public school clients for over 48 years, we understand that the success of each and every project starts during the planning and pre-construction phase. As the process continues, one of the most important decisions is the selection of the right construction manager to complement your team.

Therefore, we have selected the "Best Team" of school construction experts lead by, **Steven Buccheri, Project Executive**. Steve will lead the entire pre-construction and construction efforts and will be supported by our on-site project management team of **Brian Grant, Senior Project Manager**, **Dan Brisson, LEED AP, Project Superintendent** and **Yegor Muravskiy, Project Engineer**. Brian, Dan and Yegor have extensive experience working together and have completed several projects similar in nature to the New South Norwalk School project.

Mr. Buccheri will be assisted during pre-construction by **Thomas DiMauro, Vice President of Preconstruction** and our team of estimating professionals. Our pre-construction team has worked with many municipal/public school clients and assisted the team in the navigation of the CT DAS Office of School Construction Grants and Review process. We ask that you refer to the following differentiators as you evaluate our response.

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

We feel that the information provided is accurate and correct, however, if you have questions, please feel free to contact me. We look forward to discussing your project in more detail during the next steps in the selection process.

Sincerely:

Robert Daddona, Jr.  
Vice President of Business Development  
robertdaddona@newfieldconstruction.com  
860-509-3024 Cell. 860-324-0310



## EXECUTIVE SUMMARY



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

### Contact Information:

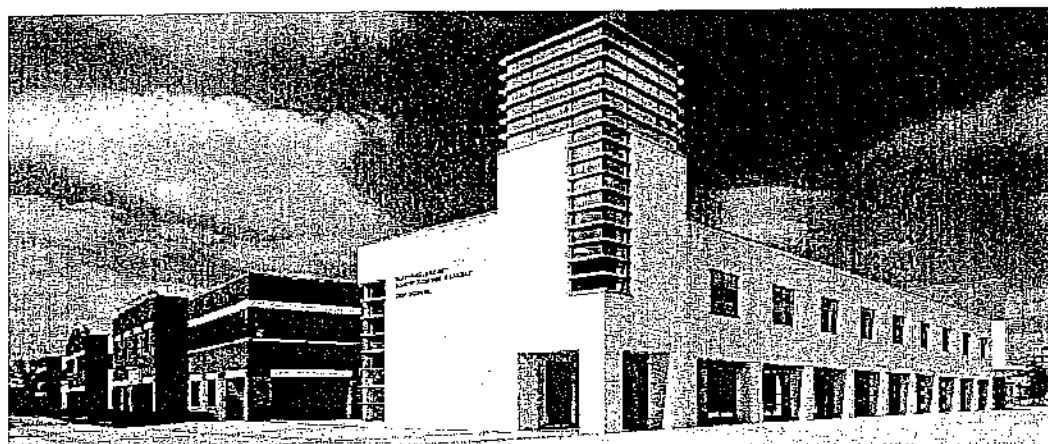
Robert Daddona  
Vice President, Business  
Development

225 Newfield Avenue  
Hartford, CT 06106  
Phone: (860) 509-3024  
Fax: (860) 953-1712

RobertDaddona@  
newfieldconstruction.com

Website Address:  
www.

newfieldconstruction.com



Incorporated in the State of Connecticut in 1969, Newfield Construction is a privately held business providing construction services to clients throughout Connecticut and the Northeast. The company prides itself on historical excellence, a keen attention to service, excellent communication skills and a solid reputation within the industry. The Newfield workforce is comprised of accomplished estimators, professional builders and various support staff that have successfully tackled complicated projects. We are a proactive organization that continually seeks out clients and projects that both challenge and inspire us to be the best of the best. We have been providing Pre-construction Consulting, Estimating, Construction Management, General Contracting and Design/Build services to both public and private clients throughout the region for over 48 years.

### PHILOSOPHY

Newfield Construction has been successful and has grown into one of the preeminent construction services provider by putting the client first. We take pride in the fact that we strive to work together with our clients to help them achieve their building goals and help to develop a plan to achieve them. Newfield Construction is prepared to fulfill the needs of a project by utilizing a vast variety of processes and tools including; value engineering/value management, development of multiple phasing plans, project specific safety plans and participation in weekly meetings to keep all vested parties up to date on all aspects of the project.

### PROJECT APPROACH

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

### NEWFIELD CONSTRUCTION - KEY FACTS

- Bonding capacity; Single project \$125 million, \$200 Million + aggregate.
- 50 professional staff members comprised of Project Executives, Project Managers, Estimators and Pre-construction staff, Superintendents and various support staff.
- Long standing relationships and an understanding of the local building trade market and subcontractor's specialties.
- Insurance rating of A+ by A.M. Best Co and safety modification factor of .69
- Newfield Construction has never entered into litigation with an owner in the 48 years since incorporation.
- Consistent performance and success of project completions on time and within budget.
- An extensive list of Public Education clients includes:

|                     |                      |
|---------------------|----------------------|
| City of Norwalk     | City of Bridgeport   |
| City of Hartford    | Town of East Haddam  |
| City of Waterbury   | Town of Wethersfield |
| Town of Bloomfield  | Town of Canton       |
| Town of Southington | Town of East Granby  |



**Newfield  
CONSTRUCTION**

EXPERIENCE. WE BUILT IT ON IT.

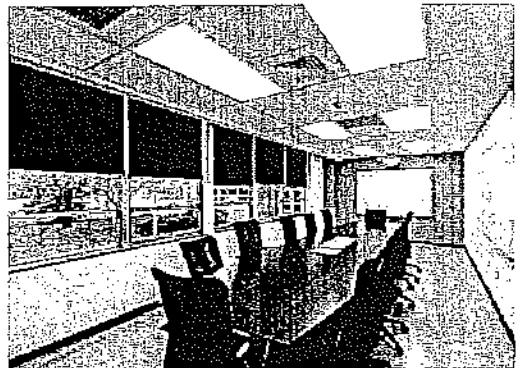
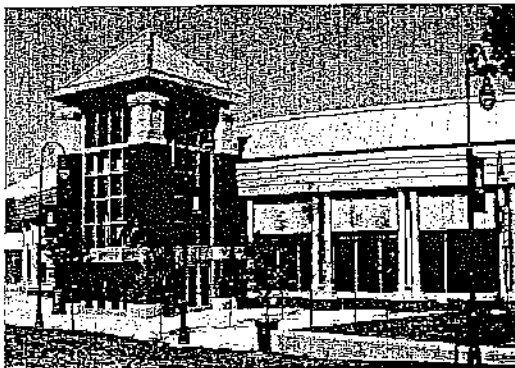
**Contact Information:**

Robert Daddona  
Vice President, Business  
Development

225 Newfield Avenue  
Hartford, CT 06106  
Phone: (860) 509-3024  
Fax: (860) 953-1712

RobertDaddona@  
newfieldconstruction.com

Website Address:  
www.  
newfieldconstruction.com



Newfield Construction has reviewed the request for qualifications, based on the information received and our initial understanding of the project, the following pages in this section include our proposed team, relevant experience and process for the pre-construction and construction phases of the work as requested.

The Newfield team has coordinated phasing plans in conjunction with the Design Team on several recent projects. We have experience working closely with the Design Architect and the Owner to help develop a program based on the best use and needs of the end user.

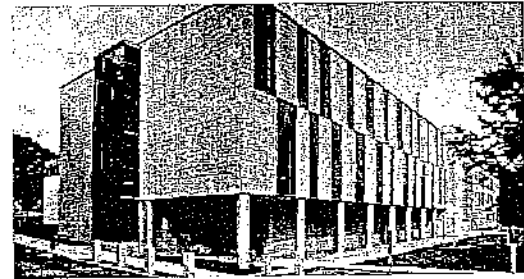
We understand that specific phasing and logistics plans may be necessary to minimize any potential disruption to the existing operations and the neighboring businesses and community. As with any construction project, the challenge is for the Construction Manager to be proactive and resourceful when it comes to performing the scope of work. The Newfield Team looks forward to an open and informative discussion with the existing team to fine tune the plan during the pre-construction phase once selected as your Construction Manager.

We have provided a project organizational chart, highlighting the proposed team and the resources available to them through both the pre-construction and construction phases of the project. As your Construction Manager, we anticipate the full resources of our firm will be available, as needed, to facilitate a successful project. We ask that you refer to the enclosed resumes of the key staff dedicated to your project detailing the relevant experience and outlining their roles moving forward.

We look forward to discussing your project in great detail and providing additional input during the next step in the selection process.



## ORGANIZATION & STAFFING



Newfield is proud to offer our team of public school experts headed by Stephen Buccheri, LEED AP, Project Executive. Steve will work very closely with the City of Norwalk, Construction Solutions Group and Newfield's estimating staff to make sure the budget and schedule are well-conceived. In addition, he and his team will develop a detailed constructability report during the pre-construction phase that will address construction-related questions prior to subcontractor bidding. Stephen will be the Norwalk's main point of contact throughout the pre-construction and construction phases. Stephen will then turn over day-to-day on-site responsibilities to Brian Grant, Senior Project Manager and Daniel Brisson, Superintendent, to progress through construction and final close-out of the project.

Brian Grant, LEED AP will be Newfield's Senior Project Manager responsible for overall successful project completion of the project. Brian will be involved part time during preconstruction and assume full time on-site responsibilities from construction through project close-out. He will gain invaluable knowledge of and a complete understanding of the project prior to the construction phase.

Newfield has assigned our Chief Estimator, Joanne Cotoia, to handle the budgeting, estimating and value engineering needs of this project. Joanne will not only provide the estimates required within your scope of services, she will offer "over-the-shoulder" reviews of the Architect's work so that you will know how any design change will affect the budget. She will also provide Value Engineering options throughout design.

Michael Duane will be our BIM Manager/MEP Coordinator. With more than 10 years of experience in the construction and architecture of public schools, Mike brings a wealth of knowledge to the BIM process. He has extensive experience in all construction work and documents and has been involved in various school projects throughout the State of Connecticut, including Hartford's Journalism and Media Academy Magnet School.

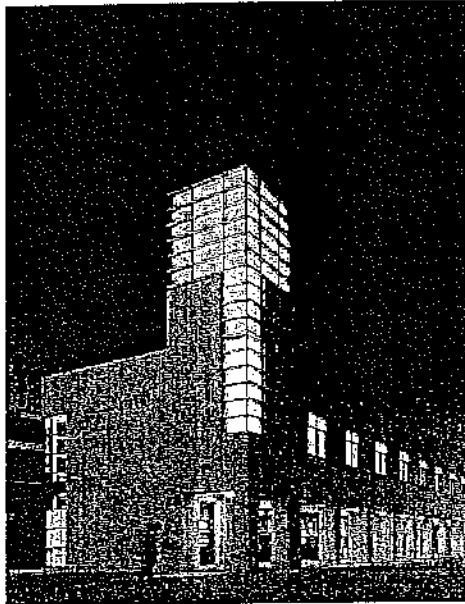
Dave Cormier, AC is Newfield's Safety Manager. He will work with the team as the project transitions from preconstruction to construction, making sure that all site logistics, safety and construction planning is sound. During construction he will visit the site on a weekly basis to monitor project status and safety compliance.

Newfield has assigned Daniel Brisson, LEED AP BD +C as Project Superintendent. He has completed many public school projects in recent years. His attention to detail and ability to maintain strong client relationships is what makes him a perfect fit for this assignment. As a proactive Superintendent, Dan foresees issues before they become problems and develops solutions in the field. Newfield is proud to offer 100% of Dan's time to this project.

Newfield has proposed a support staff including Yegor Muravskiy, LEED AP as Project Engineer in addition to accounting and other supporting services as needed.

The Newfield Team is well-versed and knowledgeable in managing OSCG, and CHRO requirements and will work closely with our Superintendent on safety and trade coordination. Newfield Construction provides Construction Management services to clients throughout Southern New England. All of our services are provided by in-house resources. We do not anticipate using outside consultants at this time.

## SCHEDULE



We have fully read and understand the proposed schedule based on the scope of services for the pre-construction and construction phases detailed in the request for proposal. Once selected, we will work with the City of Nowalk's project team, the end users and your design team to fine tune the project schedule in a diligent and proactive manner. We will provide detailed schedule as a baseline for the project.

Once the master schedule is developed, we will incorporate it in all of our bid packages during the bidding process. The schedule will become a part of the contract documents for construction so that all bidders are aware of the required timeline and phasing.

This schedule will identify the procurement and shop drawing process involved with all disciplines, activity durations for submission, review, approval, fabrication and delivery will be indicated as well as the duration for the installation of work. The master construction schedule will be broken down into two-week look-ahead schedules to facilitate management of work in process allowing the project team spontaneous information regarding schedule slippage thereby allowing for immediate corrective action. Project close-out will be addressed in the schedule in order to minimize any impact on the project, and to keep you aware of the effect of certain changes.

Newfield has never missed a scheduled opening on any project we have constructed. Please refer to the following pages for our initial project schedule. We anticipate providing a more detailed schedule incorporating all the different aspects of the Ponus Ridge project should Newfield be selected as your construction manager.



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

- **DePaolo & Kennedy Middle Schools**  
Proposed Schedule: 26 Months | Final Schedule: 26 Months
- **Bloomfield High School, Bloomfield**  
Proposed Schedule: 18 Months | Final Schedule: 18 Months
- **Hartford Magnet Trinity College, Hartford**  
Proposed Schedule: 20 Months | Final Schedule: 20 Months
- **Journalism & Media Academy Magnet School, Hartford**  
Proposed Schedule: 20 Months | Final Schedule: 20 Months
- **Plantsville & South End Elementary Schools, Southington**  
Plantsville Proposed Schedule: 16 Months | Final Schedule: 16 Months  
South End Proposed Schedule: 22 Months | Final Schedule: 22 Months
- **Nathan Hale-Ray Middle School, East Haddam**  
Proposed Schedule: 18 Months | Final Schedule: 18 Months
- **Housatonic Community College, Beacon Hall, Bridgeport**  
Proposed Schedule: 19 Months | Final Schedule: 19 Months
- **Enlightenment School, Waterbury**  
Proposed Schedule: 11 Months | Final Schedule: 11 Months



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

TO : MEMBERS OF LAND USE AND BUILDING MANAGEMENT  
COMMITTEE  
MEMBERS OF NFCC

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 

RE : NEW SOUTH NORWALK SCHOOL AT ELY SITE -  
APPROVAL OF A CONSTRUCTION MANAGER (CM)

DATE: OCTOBER 26, 2017

\*\*\*\*\*  
Subsequent to the Board of Education adoption of School Facilities Improvement Plan, the City allocated \$41 million for the construction of the new South Norwalk School at Ely Site. This school will be the new home for the existing Columbus Magnet School.

The new South Norwalk School will be a magnet school and will also serves as a neighborhood school. The Columbus School Bank Street magnet program will continue with the addition of 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> grades. The school will be designed to have two sections per grade for a total enrollment of 480 students. The new building will be approximately 66,000 square feet. Overall, this new school will contribute significantly to the City's efforts to increase school facilities necessary to meet enrollment needs as well as to provide a neighborhood school in South Norwalk.

Recently, the City approved the architect for this project. Subsequently, the Purchasing Department issued and received proposals from Construction Management (CM) firms in response to a Request for Proposals (RFP). A total of 9 proposals were received. A CM Review Committee was formed consist of Councilman Livingston (Chair of Land Use Committee), Councilman Bonenfant (NFCC member), Dave Discala (AV Tuchy Construction Co.) Ben Luce (Purchasing Agent), Sharon Connors (Purchasing Officer), Bill Hodel (NPS

Facility Director), Jim Giuliano and myself. The Review Committee evaluated the proposals and shortlist the firms for interviews. A summary of the shortlisted proposals is herein attached.

Upon completion of the interviews, the Committee recommended Downes Construction Company for this project. Downes Construction submitted a every competitive fee proposal. Although they have not completed any projects in Norwalk, they have an extensive resume for school construction projects. CM services include preconstruction services, bid phase services and construction administration services. CM's Preconstruction phase services is an extremely valuable component of the project development phase. The CM will work closely with school administration and the architect to develop multiple cost estimates, to provide value engineering services, to develop project phasing plans, to assemble the construction bid packages and to manage the bid process in conjunction with the City's Purchasing Department. CM fees are broken down into the following categories:

- A. Preconstruction Services - \$110,000
- B. CM Fee – 1.55% (estimated amount \$485,168)
- C. CM Contingency – 3.00% (free balance will revert back to the City)
- D. Total Trade Contractors' Costs – To be determined subsequent to bidding
- E. General Condition Costs – To be developed based on project phasing, final project schedule and input from the City.

Of the five components of the CM's fees listed above, I would like recommend Common Council approval of Items A, B and C at this time. Upon receipt of the trade contractors' bids, City staff will work with the CM to develop a Guaranteed Maximum Price (GMP) which will include total trade bids, the general condition costs and conversion of CM Fee and CM Contingency from percentages into dollar values.

#### **ACTIONS REQUESTED:**

**Authorize the Mayor, Harry W. Rilling, to execute an agreement with Downes Construction Company, LLC as the Construction Manager (CM) for the construction of the new South Norwalk School project. Terms of the agreement shall include the following:**

|                                                                          |                  |
|--------------------------------------------------------------------------|------------------|
| <b>Preconstruction Phase Services (including reimbursable allowance)</b> | <b>\$110,000</b> |
|--------------------------------------------------------------------------|------------------|



|                                               |              |
|-----------------------------------------------|--------------|
| <b>CM Fees (% of total trade bids)</b>        | <b>1.55%</b> |
| <b>CM Contingency (% of total trade bids)</b> | <b>3%</b>    |

**Following bidding process, final contract price (GMP) will be submitted to the  
Common Council for approval. Acct. Acct. #09185010 5777 C0607**

# South Norwalk School @ Ely Site

State Project No. TMP-103-SZQS

Construction Manager Selection Process

Fee Summary

| Firm Name        | Pre-Construction Fee | Pre-Con Fee Rank | Constr. Duration / Mo. | CM Fee | CM Fee based on Construction Cost of | Conting. Fee | Pre-Con & CM Fee | Rank |
|------------------|----------------------|------------------|------------------------|--------|--------------------------------------|--------------|------------------|------|
| FIP Construction | \$80,000             | 1                | 18.0                   | 1.75%  | \$547,771                            | 4.00%*       | \$627,771        | 3    |
| Downes           | \$110,700            | 3                | 18.0                   | 1.55%  | \$485,168                            | 3.00%        | \$595,868        | 2    |
| Newfield         | \$102,000            | 2                | 19.5                   | 1.20%  | \$375,614                            | 1.50%        | \$477,614        | 1    |
| KBE              | \$122,379            | 4                | 18.0                   | 1.90%  | \$594,722                            | 2.00%        | \$717,101        | 4    |

\* Taken from sample agreement

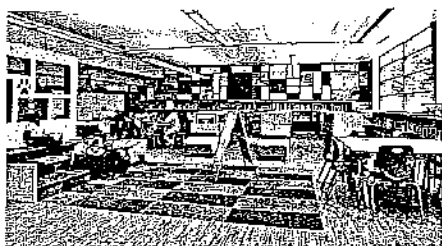
# EXECUTIVE SUMMARY

We know that Norwalk is an exceptional community requiring a custom tailored approach to building the new South Norwalk School. The Downes team has begun to build a project plan that not only utilizes our public school experience and skillset, but also considers the most cost-efficient project phasing and scheduling, as well as considering long-term costs and maintenance needs. Our entire approach from start to finish will be to explore ways to maximize the dollars put into the materials and systems within your school buildings. At the end of the project, we want your building committee to be proud of the workmanship of the completed projects as well as be able to tout an under budget and on schedule project.

## Public School Experience

Having completed millions of square feet of Connecticut public school projects, we are well versed in current requirements of the Office of School Construction Grants (OSCG) and CHRO and will work closely with the project team to shepherd the New South Norwalk School project through their newest processes. Maximizing every eligible dollar of reimbursement will be diligently attended to as well as keeping a continual and open communication with the building committee and school administration. Our ultimate goal on these types of projects is keeping the students focused on learning throughout the entire construction phase. Because of our volume public school construction, we are highly experienced with budgeting, scheduling, phasing, and new systems integration.

We have completed more school projects for the City of Hartford than any other firm regardless of size. Our team understands the delicate balance between budget constraints and the scheduling requirements of the academic year, as well as minimizing disruptions and maintaining the highest levels of safety and security at each of our projects. Downes Construction's experience with repeat clients is evidence of our capability to successfully carry out complex projects, such as the new South Norwalk School. A listing of our experience with similarly funded projects is listed below. Detailed project sheets with references can be found in Section 9 - Appendix.



CREC Academy of Aerospace  
Rocky Hill, CT  
\$44 Million

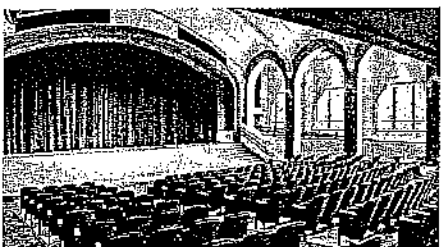
North Stonington Schools  
North Stonington, CT  
\$37 Million

Weaver High School\*  
Hartford, CT  
\$80 Million



Cheney Bennet Academy  
Manchester, CT  
\$17 Million

Waddeil Elementary School  
Manchester, CT  
\$25 Million



Gaffney Elementary School  
New Britain, CT  
\$25 Million

M.D. Fox Elementary School  
Hartford, CT  
\$36 Million

Capital Preparatory Magnet School  
Hartford, CT  
\$41 Million

R.J. Kinsella Magnet School for the Arts  
Hartford, CT  
\$38 Million

Linden Street Elementary School  
Plainville, CT  
\$22 Million

West Middle School  
Hartford, CT  
\$40 Million

South End Elementary School  
Bridgeport, CT  
\$25 Million

East Hampton High School  
East Hampton, CT  
\$52 Million

Bethany & Orange Middle Schools  
Bethany & Orange, CT  
\$28 Million

Discovery Academy  
Wethersfield, CT  
\$36 Million

E.C. Goodwin Technical High School  
New Britain, CT  
\$44 Million

H.C. Wilcox Technical High School  
Meriden, CT  
\$33 Million

### **Concurrent Project's Experience**

Managing projects concurrently is a skillset of importance for the success of this project. Downes understands the overall and project specific management strategies for delivery. We have completed concurrent projects for the towns of: North Stonington, Hartford, North Haven, New Britain, Trumbull, Woodbridge, Waterbury, New London, and East Hartford; as well as private concurrent projects at Somerset Square in Glastonbury, University of Hartford, Stanley Works in New Britain, Hospital of Central Connecticut and Hospital for Special Care in New Britain, Day Kimball Hospital in Putnam, Central Connecticut State University, Asnuntuck Community College, and Western Connecticut State University.

### **Importance of Norwalk to Downes**

Downes is not a corporate giant. We are a mid-sized CM who works exclusively in Connecticut, and we believe that we are a good fit for Norwalk, relative to project and community size. As a company that focuses on 12-13 projects per year, your project will be very important to us and garner ownership level commitment. This level of service has been unmatched in the market, and has resulted in zero litigation with clients or trade contractors in our 83 year history.

### **Cost Efficiency**

Downes has never missed a budget on a public school project, nor the opening day of classes. In addition, we are the **second highest rated CM by the CT Subcontractors Association, assuring East Lyme of a highly active bidding phase to keep the project on or under budget.** As we work with you during preconstruction, it is important to **evaluate first-use costs as well as long-term operational costs** so that you understand both short- and long-term project commitments. In doing so, the project reflects not only the realities of today's market but considers efficiencies for future generations of town residents.

### **Added Value - Move Management**

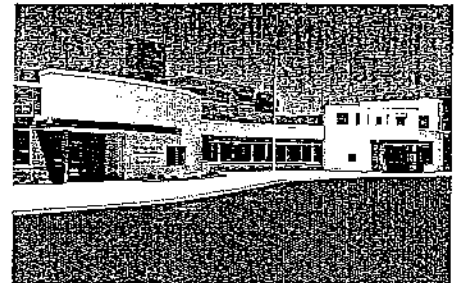
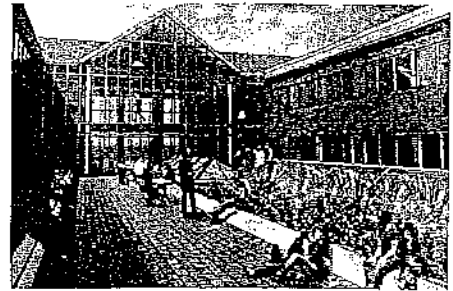
Downes understands that move management can cause an undue burden on Central Office staff during this project. Since Downes subsidiary company, The Downes Group, provides move management, we have the capacity to combine this service with our construction management service, at a significant discount. We can manage the entire scope of the move as we work with all aspects of the relocation including: furniture, signage, books, artwork, filing areas, storage, shelving, mailroom, computers, voice, data, PCs, fax machines, copiers, printers, appliances, security, vending, audio/video systems, contents, network, special applications, surplus disposition, & decommissioning.

A custom tailored approach to the building of the New South Norwalk School is what we offer. While we are highly experienced in delivering a project of this type, we also know that Norwalk is unique and will rightfully demand input in the design and construction process. We welcome this partnership and will work tirelessly to achieve your goals and deliver the best school buildings in the State. We would greatly appreciate the opportunity of presenting this approach to you in person.

## ADDITIONAL EXPERIENCE

In addition to our public school experience, Downes has performed repeat business in numerous municipalities and college campuses throughout the state of Connecticut. Below is just a sample of such projects:

- **Central Connecticut State University**
  - Willard & DiLoreto Halls
  - Kaiser Hall & Kaiser Annex
  - Vance School of Business (concurrent)
  - Vance Parking Garage (concurrent)
  - Welte Parking Garage
- **University of Hartford**
  - Handel Performing Arts Center (concurrent)
  - Institutional Advancement Offices (concurrent)
- **East Hartford**
  - Board of Education Offices (concurrent)
  - Public Safety Complex (concurrent)
- **East Haddam**
  - Municipal Offices
- **Newington**
  - Police Department
  - Town Hall/Community Center
- **New Britain**
  - Gaffney ES
  - New Britain Museum of American Art
  - New Britain Public Safety Complex
  - Hospital for Special Care (concurrent)
  - The Hospital of Central CT (concurrent)
  - Community Mental Health Affiliates (CMHA)
- **North Haven**
  - North Haven Police Station
  - North Haven Fire Houses (concurrent)
- **Norwich**
  - Norwich Intermodal Transportation Center
  - Norwich Public Utilities Digester
- **Trumbull**
  - Police Department Dispatch Center
  - Long Hill Fire Station No. 2
- **Waterbury**
  - City Hall
  - Performing Arts Magnet School



# ORGANIZATION AND STAFFING

Downes Construction Company has delivered professional construction services with the **highest levels of integrity and commitment**. Founded in 1934, the company now boasts its third generation of leadership in John Downes III, President of the Downes Construction Company. Downes is a medium-sized organization, managing the preconstruction phase of about ten to twelve projects each year, while constructing an equal number per year in the field. Projects range in size from a million to nearly \$100 million and include comprehensive occupied renovations, historic restorations, and new construction.

Since the inception of Downes Construction Company, we have **not been involved in litigation, claims, arbitration, or disputes of any kind**. We take great pride in the fact that we have successfully completed every project awarded, never having a bond called, and never spending a minute in litigation. This statistic validates our skillset and mindset for:

- Only engaging in projects that we know we will be successful delivering
- Planning for construction extensively during preconstruction
- Tightly managing cost and schedule

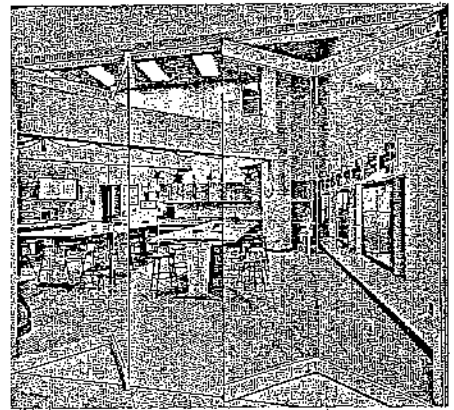
Over our 80+ year history, Downes has developed a **strong record of completing work beyond our client's expectations, in full accordance with the project budget and schedule**. Downes has been fortunate to serve as construction manager and construction manager at risk for several clients in the Connecticut education market. Downes Construction Company has extensive CT public school experience.

For this assignment, Downes Construction brings the best of the best of Connecticut's school builders to provide CM services at the New South Norwalk School. Each of these carefully selected team members bring at least 10 years of exclusive CT public school projects, requiring SCG participation. Our team members have worked on similar projects in Manchester, Wethersfield, Hartford, New Britain, Plainville, Waterbury, Orange & Bethany, and East Hampton.

Following this page, you will find organizational charts for preconstruction and construction phases that illustrate our team's format for the New South Norwalk School. In addition, we have provided resumes of all of the team members that define their roles, participation and showcase their similar experience. The % time commitment for each proposed team member is reflected on the org chart.

## TEAM FORMAT

Downes Construction will perform all services with in-house staff, no consultants or subconsultants will be used.



## RELEVANT EXPERIENCE AND REFERENCES

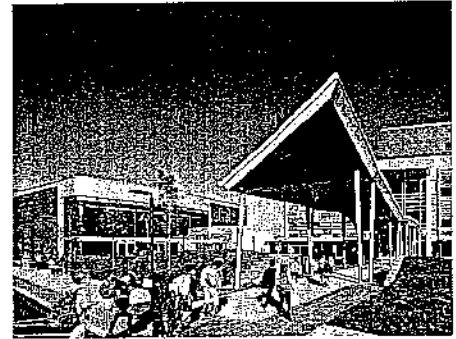
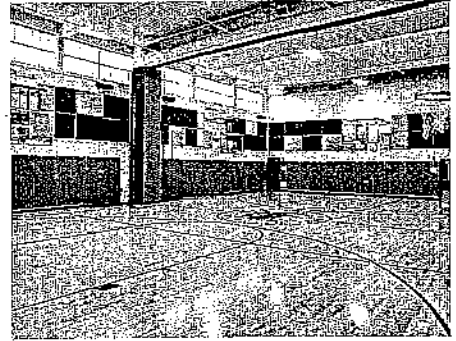
For over 80 years, Downes has been fortunate to serve as construction manager and construction manager at risk for many public and private schools throughout the State of Connecticut. We understand the **delicate balance between budget constraints and the scheduling requirements** of the academic year, as well as **minimizing disruptions and maintaining the highest levels of safety and security** at each of our projects.

From the onset of preconstruction, Downes works to preserve the student experience through **complex construction around their schedules and events**. Through the use of information estimates, precision schedules, and well-researched logistics plans, we creatively navigate complex challenges while giving our client what they need to make smart, timely decision.

### Experience Working with Connecticut Department of Education

Downes Construction brings **over 25 years of cooperation with the State Department of Education Bureau of School Facilities Unit, Department of Construction Services and its approval process**. Our staff has managed over \$360 million in public school construction alone in the State of Connecticut, overseeing projects throughout various stages, from preparing educational specifications/grant applications for school districts, managing both preconstruction and construction phases, through close-out and the State audit process. **Understanding the entire process, from beginning to end gives us the in-depth knowledge and expertise that will assure your success.**

Per the Town's solicitation, following is a listing of our recent relevant experience which include projects of similar scope, magnitude, and complexity that clearly illustrates our ability to successfully complete the new South Norwalk School.







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

TO : MEMBERS OF LAND USE AND BUILDING MANAGEMENT COMMITTEE  
FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER *AL*  
RE : **OAK HILLS PARK – HERBERT RECOVERY  
ENVIRONMENTAL REMEDIATION CONTRACT**  
DATE: OCTOBER 24, 2017

\*\*\*\*\*

As part of the State DEEP grant for Oak Hills Park improvement project, the Norwalk Common Council approved a contract with Herbert Recovery Systems Inc. for the hazardous material remediation of the underground heating oil tank grave sites at Oak Hills Park. An environment consulting firm was retained to obtain test boring material samples and to prepare technical specifications for bid purposes. The bid documents were develop to include a lump sum bid for base contract work plus a 70 cubic yard separate allowance for the excavation, disposal of contaminated soil and installation of replacement backfill material.

With the excavation of the contaminated site behind the Pro Shop, we quickly learned that the contamination did not travel down beyond 7 feet below grade. Instead, the contamination traveled horizontally along a layer of sandy soil. For this one location we excavated a total of 108 cubic yard of contaminated material. Additionally, we encountered ground water which required us to de-water the excavated pit and disposed of the contaminated water. The total addition cost for this site is approximately \$16,000.

In an effort to control costs by reducing down time, the Contractor was directly to continue their remediation work based on an agreed upon per cubic yard unit price. The Contractor is scheduled to start the excavation of the second location around October 30. Although we do not have the actual remediation quantity at this time for both locations, we are projecting that an additional allowance of \$16,000 would be required to finish this project.

**ACTION REQUESTED:**

**Authorize the Office of Building Management to issue change orders on Herbert Recovery Systems LLC's contract for contaminated soil removal at Oak Hills Park for an additional allowance not to exceed \$16,000. Acct. # 09151340-5799-C0558.**



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Alan Lo, Buildings and Facilities Manager  
alo@norwalkct.org  
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Norwalk City Hall  
125 East Avenue, PO Box 5125  
Norwalk, CT 06856-5125

TO : MEMBERS OF LAND USE AND BUILDING MANAGEMENT  
COMMITTEE  
MEMBERS OF NFCC

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 

RE : NORWALK EARLY CHILDHOOD CENTER  
WINDOW REPLACEMENT

DATE: OCTOBER 26, 2017

\*\*\*\*\*

Approximately a year ago, the City completed the renovation of the 6 classrooms and the gymnasium at the Roosevelt Center for the Norwalk Public Schools' 50/50 early childhood center for children with special needs. The building received major "gut" renovation, however, the exterior windows were left untouched anticipating that these windows would only require minor repairs.

Upon completion of the renovation project, Office of Building Management reached out to the 3 window repair vendors and all of the vendors declined to provide any repair services due to the age and conditions of the windows. Replacement of the 24 existing windows became the only available option. Repair or replacement of these windows is required in order to be code compliance.

A local architect was retained to prepare construction drawings and the project was advertised for bid in early October. On October 26, 2017, a total of three bids were received (see attached summary) and the apparent low bidder is Norwalk Glass Company in the amount of \$72,042.00. Subject to the Common Council award of the contract, it is anticipated that replacement windows will be available in about 3 months. We will be working closely with Early Childhood Center staff in order to gain access to the classrooms for installation work. If the classrooms are not

accessible in the spring, we will have to complete the installation immediately after the end of the spring semester.

**ACTION REQUESTED:**

- a. **Authorize the Mayor, Harry W. Rilling, to execute an agreement with Norwalk Glass Company, Inc. for the installation of replacement windows at NECC/ Roosevelt Center for a total not to exceed \$72,042.00 Acct. # 09165010 5777 C0555**
- b. **Authorize the Office of Building Management to issue change orders on Contract for a total not to exceed \$7,204.00.**

October 26, 2017

**Norwalk Purchasing Department**  
**Response Summary Project # 3796**  
**Project Name:**  
**NECC Window Replacement Project**

Thank you for your response to our Request for Proposals Submission. The following is a summary of the vendors that submitted proposals for this project.

| Vendor                      | Total Cost   |
|-----------------------------|--------------|
| Norwalk Glass Company       | \$72,042.00  |
| A1 Siding and Windows       | \$98,905.00  |
| L. Holzner Electric Company | \$157,400.00 |



VII. C. 5

CITY OF NORWALK  
Personnel & Labor Relations  
Ray Burney  
Director of Personnel & Labor Relations  
rburney@norwalkct.org  
P: 203-854-7724 / F: 203-854-7329  
125 East Avenue, PO BOX 5125  
Norwalk, CT 06856

To: Members of Common Council

From: Ray Burney, Director of Personnel & Labor Relations 

Date: November 8, 2017

**Re: 2017 Annual Pay Adjustments for Ordinance Employees**

In accordance with the Pay Plan for Non-Union, Appointed and Elected Officials, modified and approved by the Common Council on October 11, 2016, the City is requesting authorization and approval for the Mayor to grant adjustments to annual salaries of up to 2.35% for the City employees covered by this Pay Plan. These annual salary adjustments will be retroactive to July 1, 2017.

In addition, a "bonus pool" of \$35,000 has been allocated in the current budget for the Mayor to distribute to eligible employees at his discretion. The Pay Plan provides that the Mayor may award up to 5% of an employee's salary as a bonus. This \$35,000 bonus pool has remained at this level since 2012-2013 fiscal year.

There are currently 15 City employees who are eligible for these increases with a salary base of \$1,541,620. The Finance Department has funds set aside to cover these increases which amount to less than a total of \$67,000.

Effective **July 1, 2017** allocation of positions to grade shall be as follows:

| <b><u>Category</u></b>                             | <b><u>Minimum</u></b>                                                            | <b><u>Midpoint</u></b> | <b><u>Maximum</u></b> |
|----------------------------------------------------|----------------------------------------------------------------------------------|------------------------|-----------------------|
| <b><u>1. Elected Officials</u></b>                 |                                                                                  |                        |                       |
| Mayor                                              | Minimum of Dir. of Finance Effective 12/31/ 2012                                 |                        |                       |
|                                                    | Midpoint of Director of Finance Effective 12/31/2013                             |                        |                       |
| Town Clerk                                         | Minimum of Grants Coordinator Effective 12/31/2013                               |                        |                       |
| Registrar of Voters                                | Minimum of Executive Assistant Effective 12/31/2012                              |                        |                       |
|                                                    | 10 <sup>th</sup> Percentile of Sal Range for Executive Assistant Eff. 12/31/2016 |                        |                       |
| <b><u>2. Department Heads</u></b>                  |                                                                                  |                        |                       |
| Director of Finance                                | \$125,143                                                                        | \$147,043              | \$168,944             |
| Director of Public Works                           | \$118,886                                                                        | \$140,786              | \$162,687             |
| Dir. Rec/Parks/Bldg. Mgmt.                         | \$118,886                                                                        | \$140,786              | \$162,687             |
| Dir. of Health                                     | \$118,886                                                                        | \$140,786              | \$162,687             |
| Dir. of Personnel and Labor Rel.                   | \$118,886                                                                        | \$140,786              | \$162,687             |
| Dir Combined Dispatch                              | \$94,277                                                                         | \$111,953              | \$129,629             |
| Corporation Counsel (PT)                           | \$79,257                                                                         | \$93,858               | \$108,458             |
| <b><u>3. Supervisors/Administrators</u></b>        |                                                                                  |                        |                       |
| Deputy Corporation Counsel                         | \$118,886                                                                        | \$140,786              | \$162,687             |
| Dir. of Mgmt. & Budgets                            | \$112,629                                                                        | \$134,531              | \$156,431             |
| Assist. To Mayor                                   | \$88,384                                                                         | \$100,169              | \$111,953             |
| Grants Coordinator                                 | \$93,858                                                                         | \$106,372              | \$118,886             |
| Risk Manager                                       | \$93,858                                                                         | \$106,372              | \$118,886             |
| Personnel Administrator                            | \$81,344                                                                         | \$93,858               | \$106,371             |
| Benefits Manager                                   | \$81,344                                                                         | \$93,858               | \$106,371             |
| Deputy Director of Emergency Preparedness Planning | \$75,086                                                                         | \$87,601               | \$100,116             |
| City Clerk                                         | \$68,830                                                                         | \$81,344               | \$91,124              |
| <b><u>4. Support Staff</u></b>                     |                                                                                  |                        |                       |
| Executive Assistant                                | \$56,315                                                                         | \$68,830               | \$81,344              |
| Executive Secretary                                | \$56,315                                                                         | \$68,830               | \$81,344              |
| Assistant City Clerk                               | \$56,315                                                                         | \$68,830               | \$78,898              |

- K. **Effective Date of Pay Plan:** January 1<sup>st</sup>, 2007; however, the initial adjustment to the salary ranges shall occur on January 1<sup>st</sup>, 2008. **Revised, effective February 13, 2013.** **Revised pay ranges effective July 1, 2016 and July 1, 2017(Approved Common Council 4/12/2016).** **Revised pay for Registrar of Voters (Approved Common Council 10/11/2016).**



VII. D

**DEPARTMENT OF PUBLIC WORKS**

**TO:** John Igneri, Public Works Committee Chairman  
**FROM:** Bruce Chimento, PE - Director of Public Works  
**CC:** Lisa Burns, PE – Principal Engineer  
Vanessa Valadares, PE – Senior Civil Engineer  
**DATE:** November 8, 2017  
**SUBJECT:** Perry Avenue Bridge over Norwalk River (#102-319) – Change Order

Local Bridge Project (#102-319), Rehabilitation of Perry Avenue Bridge over Norwalk River is currently under construction and scheduled to be completed by April 2018. This project's construction is 80% State funds and 20% City funds.

Change orders for additional temporary pavement, additional flagmen, modifications to the temporary earth retention system, new commercial driveway, and new bridge rail system were generated and approved by the State; therefore, they are 80% reimbursable to the City. A summary of the construction cost is attached, including change order work.

As a result of the approved changes in work, it is necessary to increase the authorization of funds to the City's contractor, PJF Construction Corp., to cover the City's 20%/non-participating share in the amount of \$360,000.

Please contact me if you have any questions or needed additional information. Thank you.

Project 102-319 - Rehabilitation of Perry Ave Bridge over Norwalk River - Construction Cost

|                                                              |    |              |                             |               |
|--------------------------------------------------------------|----|--------------|-----------------------------|---------------|
| Original Contract                                            | \$ | 3,422,165.71 | *Change Orders:             |               |
| Sum Change Orders*                                           | \$ | 687,103.04   | Temporary pavement          | \$ 9,300.00   |
| Total                                                        | \$ | 4,109,268.75 | Flagmen                     | \$ 133,680.00 |
| Payments to Date                                             | \$ | 3,229,446.91 | Temp Earth Retaining System | \$ 440,547.00 |
| Balance                                                      | \$ | 879,821.84   | Commercial Driveway         | \$ 19,228.04  |
|                                                              |    |              | New Rail System             | \$ 84,348.00  |
| Total Non Participating Items                                | \$ | 350,701.22   |                             | \$ 687,103.04 |
| Payment NP to date                                           | \$ | 179,342.02   |                             |               |
| Balance Non Participating Items                              | \$ | 171,359.20   |                             |               |
| 20% City Share                                               |    |              |                             |               |
| Total City Share Participating Items                         | \$ | 751,713.51   |                             |               |
| Payments to date                                             | \$ | 610,020.98   |                             |               |
| Balance                                                      | \$ | 141,692.53   |                             |               |
| Contingency:                                                 |    |              |                             |               |
| Estimate Future COs                                          | \$ | 200,000.00   |                             |               |
| 20% City Share                                               | \$ | 40,000.00    |                             |               |
| Total City Balance:                                          |    |              |                             |               |
| Balance Non Participating Items                              | \$ | 171,359.20   |                             |               |
| Balance Participating - 20% Share                            | \$ | 141,692.53   |                             |               |
| Estimate City Share Future COs                               | \$ | 40,000.00    |                             |               |
|                                                              | \$ | 353,051.73   |                             |               |
| Accounts:                                                    |    |              |                             |               |
| Remaining Balance PO 6824                                    | \$ | 13,231.94    |                             |               |
| 09-09-4021-5777 - C0392                                      | \$ | 10,000.00    |                             |               |
| 09-17-4021-5777 - C0392                                      | \$ | 11,644.05    |                             |               |
| 09-18-4021-5777 - C0392                                      | \$ | 233,000.00   |                             |               |
| Special Capital Appropriation to A # 09-18-4021-5777 - C0392 | \$ | 92,577.57    |                             |               |
| Total                                                        | \$ | 360,453.56   |                             |               |



## Cipriano, Monique

---

**From:** Ho, Aaron  
**Sent:** Wednesday, November 08, 2017 10:42 AM  
**To:** Cipriano, Monique  
**Cc:** Berndlmaier, Drew  
**Subject:** Item for Common Council Meeting Agenda - RD2016-1

Monique,

Please add the following item to the agenda for the upcoming Common Council (?) meeting:

1) Authorize the Director of Public Works, to execute Orders on Contract for Project RD2016-1 Concrete Curbs and Sidewalks at Various Locations, for a sum not to exceed \$34,280.

Account No. 0918 4021 5777 C0318

The \$34,280 value corresponds to cost overruns equal to 3% of the original Contract Authorization. The overruns were a result of the following additional work:

- Golden Hill St. catch basin and pipe repairs
- Novak St. rock outcropping removal and retaining wall installation
- Mott Avenue drainage improvements and sanitary sewer cutoff.
- Garfield St. pipe repairs
- Golden Hill St, Rockridge Dr, and Morgan Ave. retaining curb installation and masonry resets.
- Police Officer traffic control

Thank you,

Aaron Ho  
*Junior Engineer*



Department of Public Works  
P.O. Box 5125  
125 East Avenue  
Norwalk, CT 06851-5125

Phone: (203) 854-7268  
Email: aho@norwalkct.org